

INTRODUCED BY: COUNCIL MEMBER (s) *Kenter*

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 ROADWAY SIGNS 2019; AND AUTHORIZATION FOR THE**
5 **COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR**
6 **CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND**
7 **PROPOSALS.**

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

11 BID NAME

12 Roadway Signs 2019

13 NUMBER OF BIDS RECEIVED

14 5

15 DATE OF BID OPENING

16 2-26-2019

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

FILED

APR 12 2019

Page 1 of 5

KEN WALLER
COUNTY CLERK, JEFFERSON COUNTY, MO

Jefferson County, Missouri
Contract# 19-0017

1 best bid for the respective items or services and met the bid or proposal specifications
2 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 Custom Products Corporation, Lightle
5 Enterprises of Ohio, LLC, MD Solutions, Vulcan Inc., dba Vulcan Signs, and Osburn
6 Associates, Inc. for a term from 4-8-19 to 4-7-20 upon approval by the County Council and
7 County Executive for **up to \$125,000.00 per term, for total amount not to exceed**

8 **\$125,000.00 for the term**, subject to budgetary limitations.

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

10 **AS FOLLOWS:**

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

14 **BID NAME**

15 Roadway Signs 2019

16 **TERM**

17 4-8-19 to 4-7-20

18 with two (2) additional one-year renewal options

19 Upon approval by the County Council and County Executive

20 **AMOUNT**

21 **Up to \$125,000.00 per term,**

22 **for total amount not to exceed \$125,000.00 for the term,**

subject to budgetary limitations

AWARDED BIDDERS

Custom Products Corporation (A1)

Lightle Enterprises of Ohio, LLC (A2)

MD Solutions (A3)

Vulcan Inc., dba Vulcan Signs (A4)

Osburn Associates, Inc. (A5)

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

9 County Executive to execute the agreements attached hereto incorporated herein by

10 Reference as Exhibits "A1 through A5" and any agreements or contracts necessary to

11 effectuate the award of the bids and proposals set forth in this Ordinance. The County

12 Executive is further authorized to take any and all actions necessary to carry out the intent

13 of this Ordinance

14 Section 3

15. *thereto and any part thereof* (s. 1111 and s. 1112) —

1. *Geography and History of the Americas*.

_____ THIS ORNAMENT shall be in full force and effect from and after its

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

26 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, Brian Haskins	<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, Tracey Perry	<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 8th DAY OF April, 2019:

✓ PASSED FAILED



Charles Groeteke, County Council Chair



Pat Schlette

Pat Schlette, Council Executive Assistant

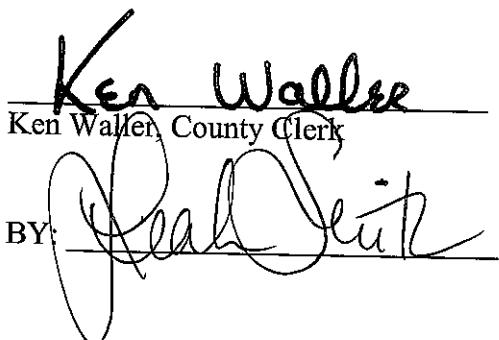
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 14th DAY OF April, 2019.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2019.



Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:


Ken Walker, County Clerk
BY: 

Reading Date: 04-08-2019



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

ORDINANCE
No. 19-023d
FEB 25 2019

EXHIBIT

FENGAD 800-631-6989

A1

BID #: 19-0017

Invitation for Bid: ROADWAY SIGNS 2019

Date Issued: 1-25-2019

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, FEBRUARY 26, 2019 AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

KURT WENGERT

Department of Public Works
636-797-5427
kwengert@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

Original

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:
**ONE YEAR CONTRACT
WITH TWO ONE YEAR
RENEWAL OPTIONS
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 two additional one-year terms with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

Custom Products Corporation

Company Name

PO Box 54091

Address

Jackson MS 39288

City/State/Zip Code

8889055065

Telephone #

heid@cpsigns.com

E-mail

Heidi McGee

Authorized Agent (Print)

Heidi McGee

Signature

Heidi McGee

Title

02.04.19 64.0701635

Date

Tax ID #

8888474064

Fax #

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REQUIRED DOCUMENTS

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

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

1.0 **BID REQUIREMENTS**

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

1.1 **BID SUBMISSION:**

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

1.2 **BASIS OF BID AWARD:**

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

1.3 **BID AWARD:**

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

1.4 **BID PREPARATION:**

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

1.5 **MODIFICATION OR WITHDRAWAL OF BIDS:**

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

1.6 **LATE BIDS:**

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

1.7 **BID DEPOSITS/BONDS:**

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

1.8 **MATERIAL AVAILABILITY:**

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

1.9 **ALTERNATE BIDS:**

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

1.10 INCORPORATION OF DOCUMENTS:

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

1.11 ADDENDA:

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5380, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:

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

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

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

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

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

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

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

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

1.13 BID SUBMISSIONS

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

1.14 BID OPENINGS

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

1.15 BID TABULATIONS

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

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

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

2.2 TAXES:

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

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

2.3

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

2.4

PRICE:

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

2.5

MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

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

2.6 NON-EXCLUSIVE AGREEMENT:

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

2.7 DEFINITIONS:

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

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

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

2.9 WARRANTY:

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

2.10 PAYMENT:

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

2.11 CHANGE ORDER:

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

2.12 DELIVERIES:

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

2.13 RESPONSIBILITY FOR SUPPLIES:

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

2.14 SUBCONTRACTS:

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



2.15 CHOICE OF LAW:

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

2.16 TERMINATION:

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

2.17 NOTICE AND SERVICE THEREOF:

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

2.18 CONTRACT TERM:

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

2.19 COMPLIANCE WITH APPLICABLE LAWS:

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

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

2.20 ACTS OF GOD:

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

2.21 SELLER'S INVOICES:

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

2.22 APPROVAL:

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

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for two (2) additional one-year terms 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 MS.

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.

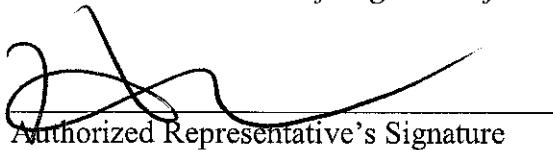
2.26 LANGUAGE: Bids and all related documents will only be accepted in the English Language.

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 Custom Products Corporation (Name of Business Entity Authorized Representative) as Bidmng (Position/Title) first being duly sworn on my oath, affirm Custom Products Corporation (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Broadway Signs 2019 (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 Custom Products Corporation (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Broadway Signs 2019 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

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


Authorized Representative's Signature


Printed Name

Bidmng 02.04.19
Title Date

Subscribed and sworn to before me this 4 (DAY) of February 2019 (MONTH, YEAR) I am

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

MS (NAME OF STATE) and my commission expires on Sept 13, 2022 (DATE)

Stephanie M. Swan Signature of Notary

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 125694
Date
STEPHANIE M. SWAN
Commission Expires
Sept. 13, 2022
PARKIN COUNTY

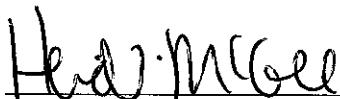
AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

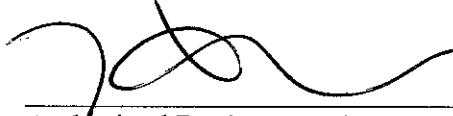
CURRENT BUSINESS ENTITY STATUS

Custom Products Corporation

I certify that _____ (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.



Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

Custom Products Corporation

Business Entity Name



Date

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

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

AND


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

ROADWAY SIGNS SPECIFICATIONS

Highway signs are to be constructed of 3M HIGH INTENSITY PRISMATIC, TYPE III SHEETING or 3M DIAMOND GRADE PRISMATIC, TYPE XI SHEETING as designated on .080 Aluminum. All letters, numbers, legends, etc. shall be constructed of 3M™ REFLECTIVE MATERIAL.

All **HIGH INTENSITY PRISMATIC, TYPE III** sheeting shall have a 10-year 3M™ warranty from date of installation.

All **DIAMOND GRADE PRISMATIC, TYPE XI** sheeting shall have a 12-year 3M™ warranty from date of installation.

Alternate manufacturers may be considered. They must meet the same specifications and warranties as specified above.

9" HI-INTENSITY STREET SIGN BLANKS

Street sign blanks are to be constructed of **GREEN 3M HIGH INTENSITY REFLECTIVE SHEETING ON .080 EXTRUDED ALUMINUM BLADES.**
Price the following:

9" X 24" ALUMINUM	\$ <u>15.40</u>
9" X 30" ALUMINUM	\$ <u>19.25</u>
9" X 36" ALUMINUM	\$ <u>23.07</u>
9" X 42" ALUMINUM	\$ <u>26.92</u>
9" X 48" ALUMINUM	\$ <u>30.65</u>
9" X 54" ALUMINUM	\$ <u>34.45</u>
9" X 60" ALUMINUM	\$ <u>38.95</u>

HIGHWAY SIGNS

Highway signs are to be constructed of **3M REFLECTIVE PRISMATIC SHEETING, AS DESIGNATED, ON .080 ALUMINUM**. All letters, numbers, legends, etc. shall be constructed of **3M REFLECTIVE MATERIAL**.

Price the following:

HI-INTENSITY PRISMATIC, TYPE III SHEETING

R1-1 STOP SIGNS 24" X 24"	<u>\$ 18.25</u>
R1-1 STOP SIGNS 30" X 30"	<u>\$ 28.49</u>
R1-1 STOP SIGNS 36" X 36"	<u>\$ 41.36</u>
R1-2 YIELD SIGNS 30" X 30"	<u>\$ 15.55</u>
R1-2 YIELD SIGNS 36" X 36"	<u>\$ 19.79</u>
W3-1 STOP AHEAD SIGNS 30" X 30"	<u>\$ 30.86</u>
W3-2 YIELD AHEAD SIGNS 30" X 30"	<u>\$ 30.86</u>
W3-3 SIGNAL AHEAD SIGNS 30" X 30"	<u>\$ 30.86</u>
W3-5 REDUCED SPEED AHEAD SIGNS 30" X 30"	<u>\$ 30.86</u>
RF-9 OR N-5 - 18" (RED REFLECTOR ON RED)	<u>\$ 22.40</u>

The following signs are to be constructed of **3M FLORESCENT YELLOW/GREEN DIAMOND GRADE PRISMATIC, TYPE XI SHEETING ON .080 ALUMINUM**.

Price the following signs:

S1-1 - SCHOOL ZONE - 30" X 30"	<u>\$ 45.15</u>
S3-1 - SCHOOL BUS STOP AHEAD SYMBOL - 30" X 30"	<u>\$ 46.80</u>
S4-3 - "SCHOOL" - 24" X 8"	<u>\$ 10.97</u>
W16-7P - (DIAGONAL ARROW) - 30" X 18"	<u>\$ 27.56</u>
W16-9P - "AHEAD" - 30" X 18"	<u>\$ 27.56</u>

The following standard signs are to be constructed of **3M HI-INTENSITY PRISMATIC REFLECTIVE SHEETING ON .080 ALUMINUM. (APPROPRIATE COLORS WILL BE ORDERED AS NEEDED.)**

Price the following:

5" x 7"	\$2.77	24" x 18"	\$14.51	36" x 18"	\$21.74
10" x 30"	\$11.50	24" x 24"	\$19.33	36" x 20"	\$24.10
12" x 6"	\$3.71	24" x 30"	\$24.10	36" x 24"	\$28.24
12" x 9"	\$5.57	24" x 36"	\$28.24	36" x 30"	\$35.31
12" x 12"	\$7.27	24" x 48"	\$37.60	36" x 36"	\$42.18
12" x 18"	\$9.52	27" x 18"	\$16.87	36" x 48"	\$56.24
12" x 36"	\$14.51	30" x 15"	\$15.12	40" x 18"	\$23.00
18" x 6"	\$5.57	30" x 18"	\$18.12	48" x 9"	\$25.00
18" x 15"	\$9.81	30" x 30"	\$29.42	48" x 18"	\$28.24
18" x 18"	\$11.62	30" x 36"	\$35.31	48" x 30"	\$46.87
21" x 15"	\$12.00	30" x 42"	\$41.18	48" x 48"	\$73.54
24" x 6"	\$6.66	30" x 48"	\$46.87	54" x 42"	\$72.40
24" x 8"	\$7.00	30" x 60"	\$58.47	60" x 24"	\$46.87
24" x 10"	\$8.52	36" x 6"	\$7.80	60" x 30"	\$58.47
24" x 12"	\$10.50	36" x 12"	\$14.51	60" x 36"	\$70.18

*Pricing for (1) color MUTCD legends,
nonrouted

*Min. order \$2,500. for free freight.

MISC. SUPPLIES

SIGN BRACKETS for Extruded Blades to fit CHANNEL POSTS.

Length of slot - 5-1/2" - Width of slot - .280

90X STYLE	\$ <u>3.88</u>
180X STYLE	\$ <u>3.88</u>
CROSS PIECE BA7A STYLE	\$ <u>4.04</u>
CROSS PIECE UNIV 457X	\$ <u>4.04</u>

STOP/SLOW PADDLES - 18" sign on 60" wooden handles

* (NON REFLECTIVE)

1 - 11 \$ 22.58 12+ \$ 21.05

STOP/SLOW PADDLES - 24" sign on 60" wooden handles

(NON REFLECTIVE)

1 - 11 \$ 36.67 12+ \$ 34.40

STOP/SLOW PADDLES - 18" sign on 60" wooden handles

(ENGINEER GRADE REFLECTIVITY)

1 - 11 \$ 30.00 12+ \$ 28.40

STOP/SLOW PADDLES - 24" sign on 60" wooden handles

(ENGINEER GRADE REFLECTIVITY)

1 - 11 \$ 47.58 12+ \$ 45.56

STOP/SLOW PADDLES - 18" sign on 60" wooden handles

* (HIGH INTENSITY REFLECTIVITY)

1 - 11 \$ 37.17 12+ \$ 35.36

STOP/SLOW PADDLES - 24" sign on 60" wooden handles

(HIGH INTENSITY REFLECTIVITY)

1 - 11 \$ 60.36 12+ \$ 58.00

CAUTION TAPE (YELLOW WITH BLACK LETTERING) 3" X 1000'

1 - 11 \$ 12.70 12+ \$ 11.58

TEMPORARY HIGHWAY MARKING TAPE (YELLOW) 4" X 150'

1 - 11 \$ 53.84

12+ \$ 50.00

TEMPORARY HIGHWAY MARKING TAPE (WHITE) 4" X 150'

1 - 11 \$ 53.84

12+ \$ 50.00

WHITE (HIGH INTENSITY) LETTERS AND NUMBERS

The following letters and numbers are to be constructed of **WHITE 3M HI-INTENSITY GRADE REFLECTIVE SHEETING** and are to be **PRESSURE SENSITIVE**.

PRICE PER PACK OF 25 COUNT

2" SERIES B	\$ <u>4.86</u>	2" SERIES C	\$ <u>5.50</u>	2" SERIES D	\$ <u>NO BID</u>
3" SERIES B	\$ <u>8.12</u>	3" SERIES C	\$ <u>8.71</u>	3" SERIES D	\$ <u>19.86</u>
4" SERIES B	\$ <u>11.00</u>	4" SERIES C	\$ <u>12.74</u>	4" SERIES D	\$ <u>14.51</u>
5" SERIES B	\$ <u>35.40</u>	5" SERIES C	\$ <u>17.41</u>	5" SERIES D	\$ <u>20.45</u>
6" SERIES B	\$ <u>26.15</u>	6" SERIES C	\$ <u>32.21</u>	6" SERIES D	\$ <u>70.15</u>

5" SERIES E (HIGHWAY) \$ NO BID

6" SERIES E (HIGHWAY) \$ NO BID.

"LOWER CASE" LETTERS: 6" SERIES B \$ 48.04
3" SERIES B \$ 26.00

BLACK (NON-REFLECTIVE) LETTERS AND NUMBERS

The following letters and numbers are to be constructed of BLACK 3M ENGINEER GRADE REFLECTIVE SHEETING and are to be PRESSURE SENSITIVE.

PRICE PER PACK OF 25 COUNT

2" SERIES B	\$ <u>3.48</u>	2" SERIES C	\$ <u>3.84</u>	2" SERIES D	\$ <u>NOB P</u>
3" SERIES B	\$ <u>5.28</u>	3" SERIES C	\$ <u>5.28</u>	3" SERIES D	\$ <u>6.33</u>
4" SERIES B	\$ <u>6.17</u>	4" SERIES C	\$ <u>6.88</u>	4" SERIES D	\$ <u>7.65</u>
5" SERIES B	\$ <u>9.84</u>	5" SERIES C	\$ <u>9.55</u>	5" SERIES D	\$ <u>10.01</u>
6" SERIES B	\$ <u>14.88</u>	6" SERIES C	\$ <u>16.47</u>	6" SERIES D	\$ <u>29.00</u>

5" SERIES E (HIGHWAY) \$ NOB P

6" SERIES E (HIGHWAY) \$ NOB P

"LOWER CASE" LETTERS: 6" SERIES B \$ 38.00

3" SERIES B \$ 28.00

MINIMUM ORDER OF SIGNS FOR NO SETUP FEE: 25

SETUP FEES FOR THE FOLLOWING SIZE SIGNS:

12" x 18"	\$ <u>40</u>	18" x 18"	\$ <u>40</u>	18" x 24"	\$ <u>40</u>
24" x 24"	\$ <u>40</u>	24" x 30"	\$ <u>40</u>	30" x 30"	\$ <u>40</u>

MINIMUM DOLLAR AMOUNT OF ORDER, IF ANY \$ 2,500.00 *may order less than \$2,500 but the Carty will be responsible for freight cost.

NUMBER OF DAYS BETWEEN ORDER AND DELIVERY ON SITE 18

IF YOU CANNOT HOLD YOUR PRICES FOR ONE FULL YEAR, YOU WILL GUARANTEE THESE PRICES TO REMAIN IN EFFECT UNTIL:

10/31/19
(DATE YOUR BID PRICES EXPIRE)

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 4 day of February 2019:

Custom Products Corporation

Company Name



Signature

Herman McGee

Print

Company Address: _____

CUSTOM PRODUCTS CORP

P.O. BOX 54091

JACKSON, MS 39288-4091

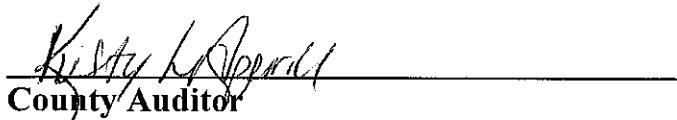
Phone: 601 888 9055/665

County of Jefferson, State of Missouri



Dennis J. Gannon County Executive

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



County Auditor

APPROVED AS TO FORM

County Counselor



COOPERATIVE BID FORM

Bid Name: Broadway Sign 2019

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: \$2,500 **may order less but the agency will be responsible for freight cost*

BY: Heidi McGee

TITLE: Bid Manager

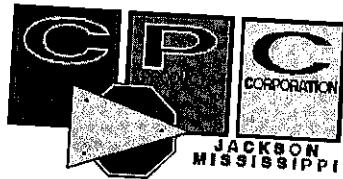
COMPANY: Custom Products Corporation

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 8889055105 E-mail heidi@cpcsigns.com

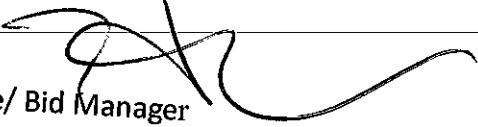
THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI

Traffic Control Devices • Sign Shop Supplies • Custom Graphics
601-932-5854 • 800-367-1492 • Fax 601-932-7178 • www.cpcsigns.com



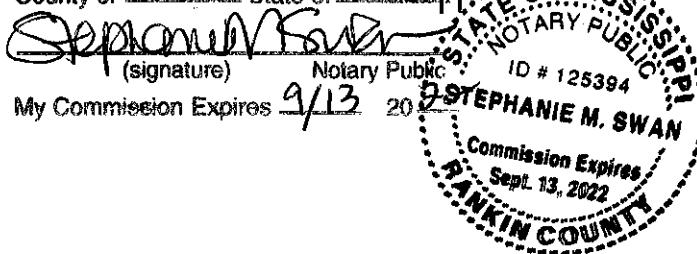
February 4, 2019

Custom Products Corporation does not owe delinquent real or personal property in Jefferson County.


Heidi McGee/ Bid Manager

Subscribed and sworn to before me in my presence, this 4th day of February

2019, a Notary Public in and for the County of Rankin, State of Mississippi.



CUSTOM PRODUCTS CORPORATION
Post Office Box 54091 • Jackson, Mississippi 39288-4091



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2018

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

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

PRODUCER Jackson-Alliant Insurance Services, Inc. 1817 Crane Ridge Drive Suite 300 Jackson MS 39216		CONTACT NAME: Jamie White PHONE (A/C, No. Ext): 601-709-4613 E-MAIL ADDRESS: jwhite@alliant.com	FAX (A/C, No): 601-709-4615
INSURED Custom Products Corporation Post Office Box 54091 Jackson MS 39288		INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty Company INSURER B: Bridgefield Casualty Insurance Company INSURER C: StarStone National Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 13021 10335 25496	

COVERAGEs

CERTIFICATE NUMBER: 1637331799

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	60436390	1/2/2018	1/2/2019	EACH OCCURRENCE	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 100,000	
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y Y	60436390	1/2/2018	1/2/2019	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000	
	BODILY INJURY (Per person)					\$		
	BODILY INJURY (Per accident)					\$		
	PROPERTY DAMAGE (Per accident)					\$		
C	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y Y	735191184ALI	1/2/2018	1/2/2019	EACH OCCURRENCE	\$ 1,000,000	
	AGGREGATE					\$ 1,000,000		
						\$		
						\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Y	196-35881	1/2/2018	1/2/2019	<input checked="" type="checkbox"/> PER STATUTE	OTH- ER
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000	

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

CERTIFICATE HOLDER

CANCELLATION

Sample Certificate of Insurance Jackson MS 39288	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Company ID Number: 103324

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

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

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

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

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

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

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

Employer CUSTOM PRODUCTS CORPORATION

GARY W PENDERGRASS

Name (Please type or print)	Title
<i>Electronically Signed</i>	02/27/2008
Signature	Date

Department of Homeland Security – Verification Division

Company ID Number: 103324

USCIS Verification Division

Name (Please type or print) _____

Title _____

Electronically Signed

02/27/2008

Signature

Date

Company ID Number: 103324

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: CUSTOM PRODUCTS CORPORATION

Company Facility Address: 1120 FLOWOOD DR
FLOWOOD, MS 39232

Company Alternate Address: P.O. BOX 54091
JACKSON, MS 39288

County or Parish: RANKIN

Employer Identification Number: 640701635

North American Industry
Classification Systems Code: 331

Parent Company: _____

Number of Employees: 20 to 99 Number of Sites Verified for: 1

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

• MISSISSIPPI 1 site(s)

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

Name: **GARY W PENDERGRASS**
Telephone Number: **(601) 932 - 5854 ext. 25** Fax Number: **(601) 932 - 7178**
E-mail Address: **gary@cpesigns.com**

Traffic Control Devices • Custom Graphics • Sign Shop Supplies



County of Jefferson
County Clerk-Randy Holman
729 Maple St
Hillsboro MO 63050

Hello.

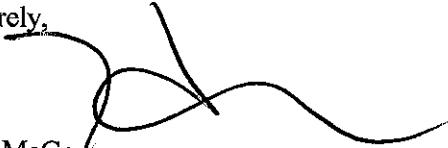
Per your request, enclosed is CPC's response to your bid#Roadway Signs 2019. Thank you also in advance for keeping us in mind for all future bids associated with street and traffic signs, and other industry-related products (traffic safety and work zone, roll-up signs, pavement markers, channelizers, and more...). A copy of our catalog is enclosed for your convenience. Please visit our website for more detailed information: www.cpcsigns.com .

Once your bid has been awarded, we would appreciate if you will please forward a copy of your bid tabulations to (Heidi@cpcsigns.com) or fax 888-847-4064. This information will assist us to help you stay competitive on future bids and price quote requests.

In the meantime, to provide you with background, CPC is a 3rd generation sign manufacturer located in Jackson, MS. We have a successful history of serving businesses like yours since 1985. What sets CPC apart? Our integrity and willingness to go the extra mile to help our customers. Our employees are encouraged and trained to conduct business in a way that follows the golden rule. We constantly refine our processes and inventory to better serve our customers. Contact CPC today and experience our way of doing business firsthand.

Please contact us when we can assist you with placing orders, getting quotes, or answering questions. Thank you for taking time to learn about Custom Products. We look forward to working with you for all your sign and traffic-control requirements.

Sincerely,


Heidi McGee
Governmental Bid Manager & Account Specialist

CUSTOM PRODUCTS CORPORATION
Post Office Box 54091/Jackson, Mississippi 39288/601-932-5854/800-367-1492/Fax 601-932-7178



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2019

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

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

PRODUCER

Jackson-Alliant Insurance Services, Inc.
1817 Crane Ridge Drive Suite 300
Jackson MS 39216

CONTACT

NAME: Jamie White

PHONE (A/C, No. Ext): 601-709-4613

FAX (A/C, No): 601-709-4615

E-MAIL ADDRESS: jwhite@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: United Fire & Casualty Company

13021

INSURER B: Bridgefield Casualty Insurance Company

10335

INSURER C: National Union Fire Insurance Company of Pittsburgh

19445

INSURER D:

INSURER E:

INSURER F:

INSURED

CUSTPRO-01

Custom Products Corporation
Post Office Box 54091
Jackson MS 39288

COVERAGEs

CERTIFICATE NUMBER: 581897398

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUB/R INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	60436390	1/2/2019	1/2/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:					\$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY	Y Y	60436390	1/2/2019	1/2/2020	COMBINED SINGLE LIMIT (ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y Y	EBU018232923	1/2/2019	1/2/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	196-35881	1/2/2019	1/2/2020	X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Jefferson County is included as an additional insured on all policies except the worker's compensation policy and is provided a waiver of subrogation on all policies as required by written contract. A 30 days prior written notice of non-renewal, cancellation, or material change in coverage is included on all policies in favor of the certificate holder

CERTIFICATE HOLDER

CANCELLATION

Jefferson County
Department of Administrative Services
729 Maple Street
P.O. Box 100
Hillsboro MO 63050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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

EXHIBIT

A2

PENGAD 800-531-4969

BID #: 19-0017

Invitation for Bid: ROADWAY SIGNS 2019

Date Issued: 1-25-2019

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, FEBRUARY 26, 2019 AT 2:00 P.M. LOCAL TIME.

Specification
Contact: **KURT WENGERT**
Department of Public Works
636-797-5427
kwengert@jeffcomo.org

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

ORDINANCE
No. 19-0236

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

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

Contract Term:
ONE YEAR CONTRACT
WITH TWO ONE YEAR
RENEWAL OPTIONS
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 two additional one-year terms with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Vendor
Information:

Lightle Enterprises of Ohio, LLC David R. Lightle
Company Name Authorized Agent (Print)

P.O. Box 329 David R. Lightle
Address Signature

Frankfort, OH 45628 Member
City/State/Zip Code Title

740-998-5363 02/04/2019 20-8136704
Telephone # Date Tax ID #

d.lightle@lightleenterprises.com 740-998-5364
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 set out therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.11 ADDENDA:

Addenda to bid specifications are incorporated by reference as if fully set out herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5380, or by reviewing the County Web Site. (www.jeffco.org).

1.12 INSURANCE:

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

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

A. (X)Required () Not Required Comprehensive General Liability Insurance

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

B. (X)Required () Not Required Professional Liability Insurance

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

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

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

1.13 BID SUBMISSIONS

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

1.14 BID OPENINGS

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

1.15 BID TABULATIONS

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

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

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

2.2 TAXES:

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

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

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

2.4 PRICE:

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

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

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

2.6 NON-EXCLUSIVE AGREEMENT:

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

2.7 DEFINITIONS:

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

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

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

2.9 WARRANTY:

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

2.10 PAYMENT:

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

2.11 CHANGE ORDER:

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

2.12 DELIVERIES:

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

2.13 RESPONSIBILITY FOR SUPPLIES:

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

2.14 SUBCONTRACTS:

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

2.15 CHOICE OF LAW:

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

2.16 TERMINATION:

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

2.17 NOTICE AND SERVICE THEREOF:

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

2.18 CONTRACT TERM:

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

2.19 COMPLIANCE WITH APPLICABLE LAWS:

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

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

2.20 ACTS OF GOD:

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

2.21 SELLER'S INVOICES:

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

2.22 APPROVAL:

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

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for two (2) additional one-year terms 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:

Formed
Incorporated in the State of Ohio.

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 David R. Lightle (Name of Business Entity Authorized Representative) as Member (Position/Title) first being duly sworn on my oath, affirm

Lightle Enterprises of Ohio, LLC (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 Roadway Signs 2019 (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

Lightle Enterprises of Ohio, LLC (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

Roadway Signs 2019 (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.)

David R. Lightle
Authorized Representative's Signature

David R. Lightle
Printed Name

Member
Title 02/04/2019
Date

Subscribed and sworn to before me this 4th of February 2019 I am
(DAY) (MONTH, YEAR)

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

Ohio
(NAME OF STATE) and my commission expires on 8/24/2019
(DATE)

Signature of Notary

2-4-19
Date



Lori A. Rolfe
Notary Public, State of Ohio
My Commission Expires
August 24, 2019

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Lightle Enterprises of Ohio, LLC (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.

David R. Lightle
Authorized Business Entity
Representative's Name
(Please Print)

David R. Lightle
Authorized Business Entity
Representative's Signature

Lightle Enterprises of Ohio, LLC
Business Entity Name

02/04/2019
Date

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

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

AND

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

ROADWAY SIGNS SPECIFICATIONS

Highway signs are to be constructed of **3M HIGH INTENSITY PRISMATIC, TYPE III SHEETING** or **3M DIAMOND GRADE PRISMATIC, TYPE XI SHEETING** as designated on **.080 Aluminum**. All letters, numbers, legends, etc. shall be constructed of **3M™ REFLECTIVE MATERIAL**.

All **HIGH INTENSITY PRISMATIC, TYPE III** sheeting shall have a **10-year 3M™ warranty** from date of installation.

All **DIAMOND GRADE PRISMATIC, TYPE XI** sheeting shall have a **12-year 3M™ warranty** from date of installation.

Alternate manufacturers may be considered. They must meet the same specifications and warranties as specified above.

9" HI-INTENSITY STREET SIGN BLANKS

Street sign blanks are to be constructed of **GREEN 3M HIGH INTENSITY REFLECTIVE SHEETING ON .080 EXTRUDED ALUMINUM BLADES**.

Price the following:

9" X 24" ALUMINUM	\$ <u>11.97</u>
9" X 30" ALUMINUM	\$ <u>14.96</u>
9" X 36" ALUMINUM	\$ <u>17.96</u>
9" X 42" ALUMINUM	\$ <u>20.95</u>
9" X 48" ALUMINUM	\$ <u>23.94</u>
9" X 54" ALUMINUM	\$ <u>26.93</u>
9" X 60" ALUMINUM	\$ <u>29.93</u>

HIGHWAY SIGNS

Highway signs are to be constructed of **3M REFLECTIVE PRISMATIC SHEETING, AS DESIGNATED, ON .080 ALUMINUM**. All letters, numbers, legends, etc. shall be constructed of **3M REFLECTIVE MATERIAL**.

Price the following:

HI-INTENSITY PRISMATIC, TYPE III SHEETING

R1-1 STOP SIGNS 24" X 24"	\$ 20.70
R1-1 STOP SIGNS 30" X 30"	\$ 31.50
R1-1 STOP SIGNS 36" X 36"	\$ 47.95
R1-2 YIELD SIGNS 30" X 30"	\$ 18.32
R1-2 YIELD SIGNS 36" X 36"	\$ 24.62
W3-1 STOP AHEAD SIGNS 30" X 30"	\$ 36.50
W3-2 YIELD AHEAD SIGNS 30" X 30"	\$ 36.50
W3-3 SIGNAL AHEAD SIGNS 30" X 30"	\$ 35.90
W3-5 REDUCED SPEED AHEAD SIGNS 30" X 30"	\$ 36.50
RF-9 OR N-5 - 18" (RED REFLECTOR ON RED)	\$ 19.80

The following signs are to be constructed of **3M FLORESCENT YELLOW/GREEN DIAMOND GRADE PRISMATIC, TYPE XI SHEETING ON .080 ALUMINUM**.

Price the following signs:

S1-1 - SCHOOL ZONE - 30" X 30"	\$ 46.13
S3-1 - SCHOOL BUS STOP AHEAD SYMBOL - 30" X 30"	\$ 46.50
S4-3 - "SCHOOL" - 24" X 8"	\$ 9.89
W16-7P - (DIAGONAL ARROW) - 30" X 18"	\$ 27.68
W16-9P - "AHEAD" - 30" X 18"	\$ 27.68

The following standard signs are to be constructed of **3M HI-INTENSITY PRISMATIC REFLECTIVE SHEETING ON .080 ALUMINUM. (APPROPRIATE COLORS WILL BE ORDERED AS NEEDED.)**

Price the following:

5" x 7"	\$ <u>1.60</u>	24" x 18"	\$ <u>16.41</u>	36" x 18"	\$ <u>24.62</u>
10" x 30"	\$ <u>11.50</u>	24" x 24"	\$ <u>24.88</u>	36" x 20"	\$ <u>27.35</u>
12" x 6"	\$ <u>2.74</u>	24" x 30"	\$ <u>27.35</u>	36" x 24"	\$ <u>32.82</u>
12" x 9"	\$ <u>4.11</u>	24" x 36"	\$ <u>32.82</u>	36" x 30"	\$ <u>41.03</u>
12" x 12"	\$ <u>5.47</u>	24" x 48"	\$ <u>43.76</u>	36" x 36"	\$ <u>49.23</u>
12" x 18"	\$ <u>8.21</u>	27" x 18"	\$ <u>18.46</u>	36" x 48"	\$ <u>65.64</u>
12" x 36"	\$ <u>16.41</u>	30" x 15"	\$ <u>17.12</u>	40" x 18"	\$ <u>28.72</u>
18" x 6"	\$ <u>4.11</u>	30" x 18"	\$ <u>20.51</u>	48" x 9"	\$ <u>16.41</u>
18" x 15"	\$ <u>10.26</u>	30" x 30"	\$ <u>34.19</u>	48" x 18"	\$ <u>32.82</u>
18" x 18"	\$ <u>12.31</u>	30" x 36"	\$ <u>41.03</u>	48" x 30"	\$ <u>54.70</u>
21" x 15"	\$ <u>11.98</u>	30" x 42"	\$ <u>47.86</u>	48" x 48"	\$ <u>87.52</u>
24" x 6"	\$ <u>5.60</u>	30" x 48"	\$ <u>54.70</u>	54" x 42"	\$ <u>86.15</u>
24" x 8"	\$ <u>7.33</u>	30" x 60"	\$ <u>68.38</u>	60" x 24"	\$ <u>54.70</u>
24" x 10"	\$ <u>9.14</u>	36" x 6"	\$ <u>8.21</u>	60" x 30"	\$ <u>68.38</u>
24" x 12"	\$ <u>10.94</u>	36" x 12"	\$ <u>16.41</u>	60" x 36"	\$ <u>82.05</u>

MISC. SUPPLIES
SIGN BRACKETS for Extruded Blades to fit CHANNEL POSTS.

Length of slot - 5-1/2" - Width of slot - .280

90X STYLE	\$ <u>2.80</u>
180X STYLE	\$ <u>2.80</u>
CROSS PIECE BA7A STYLE	\$ <u>3.10</u>
CROSS PIECE UNIV 457X	\$ <u>2.80</u> 5.90

STOP/SLOW PADDLES - 18" sign on 60" wooden handles
(NON REFLECTIVE)

1 - 11 \$ 35.70 12+ \$ 30.35

STOP/SLOW PADDLES - 24" sign on 60" wooden handles
(NON REFLECTIVE)

1 - 11 \$ 50.50 12+ \$ 43.30

STOP/SLOW PADDLES - 18" sign on 60" wooden handles
(ENGINEER GRADE REFLECTIVITY)

1 - 11 \$ 35.70 12+ \$ 30.35

STOP/SLOW PADDLES - 24" sign on 60" wooden handles
(ENGINEER GRADE REFLECTIVITY)

1 - 11 \$ 50.50 12+ \$ 43.30

STOP/SLOW PADDLES - 18" sign on 60" wooden handles
(HIGH INTENSITY REFLECTIVITY)

1 - 11 \$ 38.12 12+ \$ 32.40

STOP/SLOW PADDLES - 24" sign on 60" wooden handles
(HIGH INTENSITY REFLECTIVITY)

1 - 11 \$ 55.20 12+ \$ 46.90

CAUTION TAPE (YELLOW WITH BLACK LETTERING) 3" X 1000'

1 - 11 \$ 11.30 12+ \$ 9.80

TEMPORARY HIGHWAY MARKING TAPE (YELLOW) 4" X 150'

1 - 11 \$ 56.90 12+ \$ 53.90

TEMPORARY HIGHWAY MARKING TAPE (WHITE) 4" X 150'

1 - 11 \$ 56.90 12+ \$ 53.90

WHITE (HIGH INTENSITY) LETTERS AND NUMBERS

The following letters and numbers are to be constructed of **WHITE 3M HI-INTENSITY GRADE REFLECTIVE SHEETING** and are to be **PRESSURE SENSITIVE**.

PRICE PER PACK OF 25 COUNT

2" SERIES B	\$ <u>5.90</u>	2" SERIES C	\$ <u>5.90</u>	2" SERIES D	\$ <u>5.90</u>
3" SERIES B	\$ <u>7.37</u>	3" SERIES C	\$ <u>7.37</u>	3" SERIES D	\$ <u>7.37</u>
4" SERIES B	\$ <u>9.48</u>	4" SERIES C	\$ <u>9.48</u>	4" SERIES D	\$ <u>9.48</u>
5" SERIES B	\$ <u>10.68</u>	5" SERIES C	\$ <u>10.68</u>	5" SERIES D	\$ <u>10.68</u>
6" SERIES B	\$ <u>11.89</u>	6" SERIES C	\$ <u>11.89</u>	6" SERIES D	\$ <u>11.89</u>

5" SERIES E (HIGHWAY) \$ 10.98

6" SERIES E (HIGHWAY) \$ 12.20

"LOWER CASE" LETTERS: 6" SERIES B \$ 12.60

3" SERIES B \$ 8.180

BLACK (NON-REFLECTIVE) LETTERS AND NUMBERS

The following letters and numbers are to be constructed of **BLACK 3M ENGINEER GRADE REFLECTIVE SHEETING** and are to be **PRESSURE SENSITIVE**.

PRICE PER PACK OF 25 COUNT

2" SERIES B	\$ <u>5.55</u>	2" SERIES C	\$ <u>5.55</u>	2" SERIES D	\$ <u>5.55</u>
3" SERIES B	\$ <u>6.64</u>	3" SERIES C	\$ <u>6.64</u>	3" SERIES D	\$ <u>6.64</u>
4" SERIES B	\$ <u>8.21</u>	4" SERIES C	\$ <u>8.21</u>	4" SERIES D	\$ <u>8.21</u>
5" SERIES B	\$ <u>9.70</u>	5" SERIES C	\$ <u>9.70</u>	5" SERIES D	\$ <u>9.70</u>
6" SERIES B	\$ <u>10.90</u>	6" SERIES C	\$ <u>10.90</u>	6" SERIES D	\$ <u>10.90</u>

5" SERIES E (HIGHWAY) \$ 10.20

6" SERIES E (HIGHWAY) \$ 11.30

"LOWER CASE" LETTERS: 6" SERIES B \$ 11.10

3" SERIES B \$ 7.70

MINIMUM ORDER OF SIGNS FOR NO SETUP FEE: 25

SETUP FEES FOR THE FOLLOWING SIZE SIGNS:

12" x 18"	\$ <u>30.00</u>	18" x 18"	\$ <u>30.00</u>	18" x 24"	\$ <u>30.00</u>
24" x 24"	\$ <u>40.00</u>	24" x 30"	\$ <u>40.00</u>	30" x 30"	\$ <u>40.00</u>

MINIMUM DOLLAR AMOUNT OF ORDER, IF ANY \$ 3500.00

NUMBER OF DAYS BETWEEN ORDER AND DELIVERY ON SITE 30-45

IF YOU CANNOT HOLD YOUR PRICES FOR ONE FULL YEAR, YOU WILL GUARANTEE THESE PRICES TO REMAIN IN EFFECT UNTIL:

One Year
(DATE YOUR BID PRICES EXPIRE)

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 4th day of February 2019:

Lightle Enterprises of Ohio, LLC
Company Name

David A. Lightle
Signature
David A. Lightle
Print

County of Jefferson, State of Missouri

Dennis J. Gannon
Dennis J. Gannon County Executive

Company Address: P.O. Box 329
Frankfort, OH 45628

Phone: 740-998-5363

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.

Kathy W. Brown
County Auditor

APPROVED AS TO FORM

CLWJ
County Counselor

COOPERATIVE BID FORM

Bid Name: Roadway Signs 2019

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: \$ 3500.00

BY: David K. Rydel

TITLE: Member

COMPANY: Lightle Enterprises of Ohio, LLC

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 740-998-5363 E-mail dlightle@lightleenterprises.com

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



LIGHTLE ENTERPRISES OF OHIO, LLC

P.O. Box 329
Frankfort, Ohio 45628-0329
PH 740-998-5363
FAX 740-998-5364
Email: dlightle@horizonview.net

02/05/2019

This letter is to inform you that Lightle Enterprises currently does not own any delinquent real or personal property in Jefferson County.

Thank you,

Jackie Miller
jmiller@lightleenterprises.com

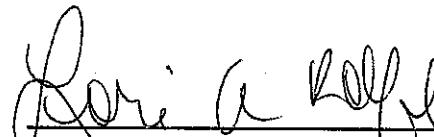
STATE OF Ohio
COUNTY OF Koss

Sworn to and subscribed before me this 6th day of February, 20 19

Jackie Miller, who is/are who has/have produced
drivers license as identity.



Lori A. Rolfe
Notary Public, State of Ohio
My Commission Expires
August 24, 2019


NOTARY PUBLIC-STATE OF OHIO

Type or print name

Lori A. Rolfe

Commission No: _____
Commission Expires: 8/24/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/05/2019

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

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

PRODUCER		CONTACT NAME: Denise Hatfield
Tomlinson Insurance Agency PO Box 598 Chillicothe, OH 45601		PHONE (A/C, No. Ext): (740)773-4181
		FAX (A/C, No): (740)772-2313
		E-MAIL ADDRESS: denise@tomlinsonins.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: WESTERN RESERVE GROUP
		NAIC #
INSURED		INSURER B: Western Reserve Group
LIGHTLE ENTERPRISES OF OHIO LLC P.O. BOX 329 FRANKFORT, OH 45628		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES		CERTIFICATE NUMBER: 00000000-157690		REVISION NUMBER: 57		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	PACKLLS3421923367	02/16/2019	02/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY <input checked="" type="checkbox"/>	Y	PACKLCA3421923367	02/16/2019	02/16/2020	COMBINED SINGLE LIMIT (ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	PACKWXS3421923367	02/16/2019	02/16/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	PACKLLS3421923367	02/16/2019	02/16/2020	X PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Jefferson County, Missouri is an additional insured with 30 day cancellation notice						

CERTIFICATE HOLDER		CANCELLATION	
DEPARTMENT OF THE COUNTY CLERK JEFFERSON COUNTY MISSOURI 729 MAPLE ST/PO BOX 100 HILLSBORO, MO 63050		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE <i>Ruth D. Hatfield</i>	

(PDH)

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Company ID Number: 957710



THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

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

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

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. ~~The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.~~

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

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



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - The employee's work authorization has not expired, and
 - The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherfrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer

Lightle Enterprises of Ohio, LLC

Name (Please Type or Print)

David R Lightle

Title

Signature

Electronically Signed

Date

03/24/2016

Department of Homeland Security – Verification Division

Name (Please Type or Print)

USCIS Verification Division

Title

Signature

Electronically Signed

Date

03/24/2016



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Lightle Enterprises of Ohio, LLC
Company Facility Address	22 E Springfield St Frankfort, OH 45628
Company Alternate Address	P. O. Box 329 Frankfort, OH 45628
County or Parish	ROSS
Employer Identification Number	208135704
North American Industry Classification Systems Code	423
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1



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

OHIO

1 site(s)



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

Name David R Lightle
Phone Number (740) 998 - 5363
Fax Number (740) 998 - 5364
Email Address dlightle@lightleenterprises.com

Name David R Lightle
Phone Number (740) 998 - 5363
Fax Number (740) 998 - 5364
Email Address dlightle@lightleenterprises.com



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

PENGAD 800-551-5569

EXHIBIT

A3

BID #: 19-0017

Invitation for Bid: **ROADWAY SIGNS 2019**

Date Issued: **1-25-2019**

BIDS SHALL BE ACCEPTED UNTIL: **TUESDAY, FEBRUARY 26, 2019 AT 2:00 P.M. LOCAL TIME.**

**Specification
Contact:**

KURT WENGERT
Department of Public Works
636-797-5427
kwengert@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5380

ORDINANCE
No. 19-0236

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

Contract Term:
ONE YEAR CONTRACT
WITH TWO ONE YEAR
RENEWAL OPTIONS
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE

**Vendor
Information:**

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

SEALED BID: (BID NAME)

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

MOSolutions

Neil Lacy

Company Name

Authorized Agent (Print)

5225 Estates Pln

Neil L

Address

Signature

Plain City MO 63061

Solos

City/State/Zip Code

Title

614-873-2222

2-19-17

31-1804216

Telephone #

Date

Tax ID #

neil@ndl-sisns.com

614-873-2220

Fax #

E-mail

Bidder's Initials N

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.

1.14 BID OPENINGS

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

1.15 BID TABULATIONS

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

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

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

2.2 TAXES:

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

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

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

2.4 PRICE:

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

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

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



2.15 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



N/A

AFFIDAVIT OF WORK AUTHORIZATION

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

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

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

Authorized Representative's Signature

Printed Name

Title

Date

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

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

_____, and my commission expires on _____
(NAME OF STATE) (DATE)

Signature of Notary

Date

ML

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that M0Solutions (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.

Neil Lucy

Authorized Business Entity
Representative's Name
(Please Print)

Neil Lucy

Authorized Business Entity
Representative's Signature

M0Solutions

Business Entity Name

2-20-19

Date

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

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

AND

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

NC

ROADWAY SIGNS SPECIFICATIONS

Highway signs are to be constructed of 3M HIGH INTENSITY PRISMATIC, TYPE III SHEETING or 3M DIAMOND GRADE PRISMATIC, TYPE XI SHEETING as designated on .080 Aluminum. All letters, numbers, legends, etc. shall be constructed of 3M™ REFLECTIVE MATERIAL.

All HIGH INTENSITY PRISMATIC, TYPE III sheeting shall have a 10-year 3M™ warranty from date of installation.

All DIAMOND GRADE PRISMATIC, TYPE XI sheeting shall have a 12-year 3M™ warranty from date of installation.

Alternate manufacturers may be considered. They must meet the same specifications and warranties as specified above.

9" HI-INTENSITY STREET SIGN BLANKS

Street sign blanks are to be constructed of GREEN 3M HIGH INTENSITY REFLECTIVE SHEETING ON .080 EXTRUDED ALUMINUM BLADES.
Price the following:

9" X 24" ALUMINUM	\$ 15.00
9" X 30" ALUMINUM	\$ 18.75
9" X 36" ALUMINUM	\$ 22.50
9" X 42" ALUMINUM	\$ 26.25
9" X 48" ALUMINUM	\$ 30.00
9" X 54" ALUMINUM	\$ 33.75
9" X 60" ALUMINUM	\$ 37.50



HIGHWAY SIGNS

Highway signs are to be constructed of **3M REFLECTIVE PRISMATIC SHEETING, AS DESIGNATED, ON .080 ALUMINUM**. All letters, numbers, legends, etc. shall be constructed of **3M REFLECTIVE MATERIAL**.

Price the following:

HI-INTENSITY PRISMATIC, TYPE III SHEETING

R1-1 STOP SIGNS 24" X 24"

R1-1 STOP SIGNS 30" X 30"

R1-1 STOP SIGNS 36" X 36"

R1-2 YIELD SIGNS 30" X 30"

R1-2 YIELD SIGNS 36" X 36"

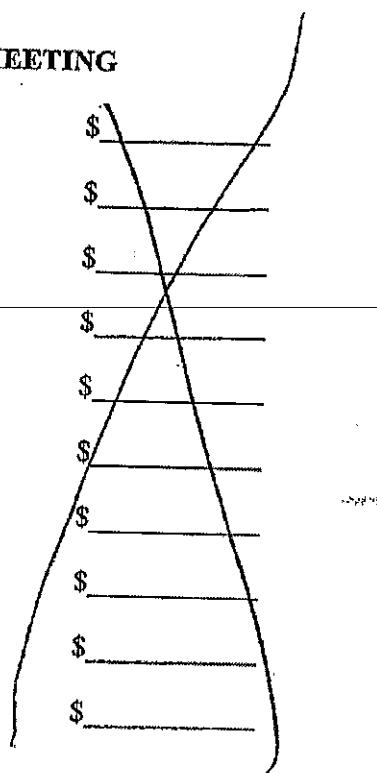
W3-1 STOP AHEAD SIGNS 30" X 30"

W3-2 YIELD AHEAD SIGNS 30" X 30"

W3-3 SIGNAL AHEAD SIGNS 30" X 30"

W3-5 REDUCED SPEED AHEAD SIGNS 30" X 30"

RF-9 OR N-5 - 18" (RED REFLECTOR ON RED)



The following signs are to be constructed of **3M FLORESCENT YELLOW/GREEN DIAMOND GRADE PRISMATIC, TYPE XI SHEETING ON .080 ALUMINUM**.

Price the following signs:

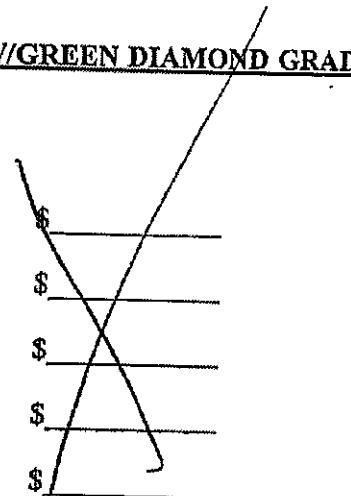
S1-1 - SCHOOL ZONE - 30" X 30"

S3-1 - SCHOOL BUS STOP AHEAD SYMBOL - 30" X 30"

S4-3 - "SCHOOL" - 24" X 8"

W16-7P - (DIAGONAL ARROW) - 30" X 18"

W16-9P - "AHEAD" - 30" X 18"



W

The following standard signs are to be constructed of 3M HI-INTENSITY PRISMATIC REFLECTIVE SHEETING ON .080 ALUMINUM. (APPROPRIATE COLORS WILL BE ORDERED AS NEEDED.)

Price the following:

5" x 7"	\$ _____	24" x 18"	\$ _____	36" x 18"	\$ _____
10" x 30"	\$ _____	24" x 24"	\$ _____	36" x 20"	\$ _____
12" x 6"	\$ _____	24" x 30"	\$ _____	36" x 24"	\$ _____
12" x 9"	\$ _____	24" x 36"	\$ _____	36" x 30"	\$ _____
12" x 12"	\$ _____	24" x 48"	\$ _____	36" x 36"	\$ _____
12" x 18"	\$ _____	27" x 18"	\$ _____	36" x 48"	\$ _____
12" x 36"	\$ _____	30" x 15"	\$ _____	48" x 18"	\$ _____
18" x 6"	\$ _____	30" x 18"	\$ _____	48" x 9"	\$ _____
18" x 15"	\$ _____	30" x 30"	\$ _____	48" x 18"	\$ _____
18" x 18"	\$ _____	30" x 36"	\$ _____	48" x 30"	\$ _____
21" x 15"	\$ _____	30" x 42"	\$ _____	48" x 48"	\$ _____
24" x 6"	\$ _____	30" x 48"	\$ _____	54" x 42"	\$ _____
24" x 8"	\$ _____	30" x 60"	\$ _____	60" x 24"	\$ _____
24" x 10"	\$ _____	36" x 6"	\$ _____	60" x 30"	\$ _____
24" x 12"	\$ _____	36" x 12"	\$ _____	60" x 36"	\$ _____



MISC. SUPPLIES

SIGN BRACKETS for Extruded Blades to fit CHANNEL POSTS.

Length of slot - 5-1/2" - Width of slot - .280

90X STYLE	\$ <u>3.25</u>
180X STYLE	\$ <u>3.25</u>
CROSS PIECE BA7A STYLE	\$ <u>3.25</u>
CROSS PIECE UNIV 457X	\$ <u>3.25</u>

STOP/SLOW PADDLES - 18" sign on 60" wooden handles
(NON REFLECTIVE)

1 - 11 \$ _____

12+ \$ _____

STOP/SLOW PADDLES - 24" sign on 60" wooden handles
(NON REFLECTIVE)

1 - 11 \$ _____

12+ \$ _____

STOP/SLOW PADDLES - 18" sign on 60" wooden handles
(ENGINEER GRADE REFLECTIVITY)

1 - 11 \$ _____

12+ \$ _____

STOP/SLOW PADDLES - 24" sign on 60" wooden handles
(ENGINEER GRADE REFLECTIVITY)

1 - 11 \$ _____

12+ \$ _____

STOP/SLOW PADDLES - 18" sign on 60" wooden handles
(HIGH INTENSITY REFLECTIVITY)

1 - 11 \$ _____

12+ \$ _____

STOP/SLOW PADDLES - 24" sign on 60" wooden handles
(HIGH INTENSITY REFLECTIVITY)

1 - 11 \$ _____

12+ \$ _____

CAUTION TAPE (YELLOW WITH BLACK LETTERING) 3" X 1000'

1 - 11 \$ _____

12+ \$ _____



~~TEMPORARY HIGHWAY MARKING TAPE (YELLOW) 4" X 150'~~

1 - 11 \$

12+ \$

~~TEMPORARY HIGHWAY MARKING TAPE (WHITE) 4" X 150'~~

1 - 11 \$

12+ \$

WHITE (HIGH INTENSITY) LETTERS AND NUMBERS

The following letters and numbers are to be constructed of WHITE 3M HI-INTENSITY GRADE REFLECTIVE SHEETING and are to be PRESSURE SENSITIVE.

PRICE PER PACK OF 25 COUNT

2" SERIES B	\$ <u>5.00</u>	2" SERIES C	\$ <u>5.00</u>	2" SERIES D	\$ <u>5.00</u>
3" SERIES B	\$ <u>6.00</u>	3" SERIES C	\$ <u>6.00</u>	3" SERIES D	\$ <u>6.00</u>
4" SERIES B	\$ <u>7.00</u>	4" SERIES C	\$ <u>7.00</u>	4" SERIES D	\$ <u>7.00</u>
5" SERIES B	\$ <u>8.00</u>	5" SERIES C	\$ <u>8.00</u>	5" SERIES D	\$ <u>8.00</u>
6" SERIES B	\$ <u>9.00</u>	6" SERIES C	\$ <u>9.00</u>	6" SERIES D	\$ <u>9.00</u>

5" SERIES E (HIGHWAY) \$ 9.00

6" SERIES E (HIGHWAY) \$ 10.00

"LOWER CASE" LETTERS: 6" SERIES B \$ 9.00

3" SERIES B \$ 6.00

BLACK (NON-REFLECTIVE) LETTERS AND NUMBERS

The following letters and numbers are to be constructed of **BLACK 3M ENGINEER GRADE REFLECTIVE SHEETING** and are to be **PRESSURE SENSITIVE**.

PRICE PER PACK OF 25 COUNT

2" SERIES B	\$ _____	2" SERIES C	\$ _____	2" SERIES D	\$ _____
3" SERIES B	\$ _____	3" SERIES C	\$ _____	3" SERIES D	\$ _____
4" SERIES B	\$ _____	4" SERIES C	\$ _____	4" SERIES D	\$ _____
5" SERIES B	\$ _____	5" SERIES C	\$ _____	5" SERIES D	\$ _____
6" SERIES B	\$ _____	6" SERIES C	\$ _____	6" SERIES D	\$ _____

5" SERIES E (HIGHWAY) \$ _____

6" SERIES E (HIGHWAY) \$ _____

"LOWER CASE" LETTERS: 6" SERIES B \$ _____

3" SERIES B \$ _____

MINIMUM ORDER OF SIGNS FOR NO SETUP FEE: _____

SETUP FEES FOR THE FOLLOWING SIZE SIGNS:

12" x 18" \$ _____ 18" x 18" \$ _____ 18" x 24" \$ _____

24" x 24" \$ _____ 24" x 30" \$ _____ 30" x 30" \$ _____

MINIMUM DOLLAR AMOUNT OF ORDER, IF ANY \$ _____

NUMBER OF DAYS BETWEEN ORDER AND DELIVERY ON SITE _____

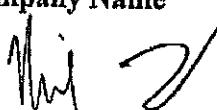
IF YOU CANNOT HOLD YOUR PRICES FOR ONE FULL YEAR, YOU WILL GUARANTEE THESE PRICES TO REMAIN IN EFFECT UNTIL:

(DATE YOUR BID PRICES EXPIRE)

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 20 day of Feb 2019:

MO Solutions

Company Name



Signature



Print

Company Address: 8225 Estates Hwy

Plain City, OH 43064

Phone: 614-873-2222

County of Jefferson, State of Missouri

Dennis J. Gannon
Dennis J. Gannon 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.

Kathy L. Brown
County Auditor

APPROVED AS TO FORM

County Counselor

COOPERATIVE BID FORM

Bid Name: MDSolutions

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: \$ 500.00

BY: Neil Lewis

TITLE: Sales

COMPANY: MDSolutions

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 614-873-2220 E-mail Neil@mdsolutions.com

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

AFFIDAVIT OF WORK AUTHORIZATION

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

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

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

Authorized Representative's Signature

Printed Name

Title

Date

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

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

(NAME OF STATE) and my commission expires on _____

(DATE)

Signature of Notary

Date

ROADWAY SIGNS SPECIFICATIONS

Highway signs are to be constructed of **3M HIGH INTENSITY PRISMATIC, TYPE III SHEETING** or **3M DIAMOND GRADE PRISMATIC, TYPE XI SHEETING** as designated on **.080 Aluminum**. All letters, numbers, legends, etc. shall be constructed of **3M™ REFLECTIVE MATERIAL**.

All HIGH INTENSITY PRISMATIC, TYPE III sheeting shall have a **10-year 3M™ warranty** from date of installation.

All DIAMOND GRADE PRISMATIC, TYPE XI sheeting shall have a **12-year 3M™ warranty** from date of installation.

Alternate manufacturers may be considered. They must meet the same specifications and warranties as specified above.

9" HI-INTENSITY STREET SIGN BLANKS

Street sign blanks are to be constructed of **GREEN 3M HIGH INTENSITY REFLECTIVE SHEETING ON .080 EXTRUDED ALUMINUM BLADES**.

Price the following:

9" X 24" ALUMINUM	\$ <u>15.00</u>
9" X 30" ALUMINUM	\$ <u>18.75</u>
9" X 36" ALUMINUM	\$ <u>22.50</u>
9" X 42" ALUMINUM	\$ <u>26.25</u>
9" X 48" ALUMINUM	\$ <u>30.00</u>
9" X 54" ALUMINUM	\$ <u>33.75</u>
9" X 60" ALUMINUM	\$ <u>37.50</u>

The following standard signs are to be constructed of **3M HI-INTENSITY PRISMATIC REFLECTIVE SHEETING ON .080 ALUMINUM. (APPROPRIATE COLORS WILL BE ORDERED AS NEEDED.)**

Price the following:

5" x 7"	\$ _____	24" x 18"	\$ _____	36" x 18"	\$ _____
10" x 30"	\$ _____	24" x 24"	\$ _____	36" x 20"	\$ _____
12" x 6"	\$ _____	24" x 30"	\$ _____	36" x 24"	\$ _____
12" x 9"	\$ _____	24" x 36"	\$ _____	36" x 30"	\$ _____
12" x 12"	\$ _____	24" x 48"	\$ _____	36" x 36"	\$ _____
12" x 18"	\$ _____	27" x 18"	\$ _____	36" x 48"	\$ _____
12" x 36"	\$ _____	30" x 15"	\$ _____	48" x 18"	\$ _____
18" x 6"	\$ _____	30" x 18"	\$ _____	48" x 9"	\$ _____
18" x 15"	\$ _____	30" x 30"	\$ _____	48" x 18"	\$ _____
18" x 18"	\$ _____	30" x 36"	\$ _____	48" x 30"	\$ _____
21" x 15"	\$ _____	30" x 42"	\$ _____	48" x 48"	\$ _____
24" x 6"	\$ _____	30" x 48"	\$ _____	54" x 42"	\$ _____
24" x 8"	\$ _____	30" x 60"	\$ _____	60" x 24"	\$ _____
24" x 10"	\$ _____	36" x 6"	\$ _____	60" x 30"	\$ _____
24" x 12"	\$ _____	36" x 12"	\$ _____	60" x 36"	\$ _____

TEMPORARY HIGHWAY MARKING TAPE (YELLOW) 4" X 150'

1 - 11 \$ _____

12+ \$ _____

TEMPORARY HIGHWAY MARKING TAPE (WHITE) 4" X 150'

1 - 11 \$ _____

12+ \$ _____

WHITE (HIGH INTENSITY) LETTERS AND NUMBERS

The following letters and numbers are to be constructed of **WHITE 3M HI-INTENSITY GRADE REFLECTIVE SHEETING** and are to be **PRESSURE SENSITIVE**.

PRICE PER PACK OF 25 COUNT

2" SERIES B	\$ <u>5.00</u>	2" SERIES C	\$ <u>5.00</u>	2" SERIES D	\$ <u>5.00</u>
3" SERIES B	\$ <u>6.00</u>	3" SERIES C	\$ <u>6.00</u>	3" SERIES D	\$ <u>6.00</u>
4" SERIES B	\$ <u>7.00</u>	4" SERIES C	\$ <u>7.00</u>	4" SERIES D	\$ <u>7.00</u>
5" SERIES B	\$ <u>8.00</u>	5" SERIES C	\$ <u>8.00</u>	5" SERIES D	\$ <u>8.00</u>
6" SERIES B	\$ <u>9.00</u>	6" SERIES C	\$ <u>9.00</u>	6" SERIES D	\$ <u>9.00</u>

5" SERIES E (HIGHWAY) \$ 9.00

6" SERIES E (HIGHWAY) \$ 10.00

"LOWER CASE" LETTERS: 6" SERIES B \$ 9.00

3" SERIES B \$ 6.00

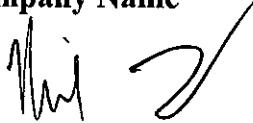


In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 20 day of Feb 2019:

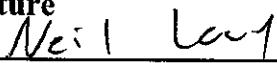
MOSolutions
Company Name

County of Jefferson, State of Missouri

Signature



Signature



Dennis J. Gannon County Executive

Print

Company Address: 8225 Estates Pkwy

Plain City, MO 64064

Phone: 614-873-2222

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.

Kathy L. Smith
County Auditor

APPROVED AS TO FORM

GLW
County Counselor



To Whom it May Concern:

MDSolutions is not registered with E-Verify because it is not applicable to us. MDSolutions is not a public employer or a public contractor performing services in the state of Missouri.

A handwritten signature in black ink, appearing to read 'Neil Louy'.

Neil Louy, Sales



Your Sign Support Team

8225 Estates Parkway

Plain City, OH 43064

614.873.2222

614.873.2220 fax

www.md-signs.com



A handwritten signature in black ink, appearing to read 'Sharon Lenhardt'.

3-18-19



To Whom it May Concern

MDSolutions, nor any of its employees does not own any real or personal property in Jefferson County, MO

Neil Louy, Sales



Your Sign Support Team

8225 Estates Parkway

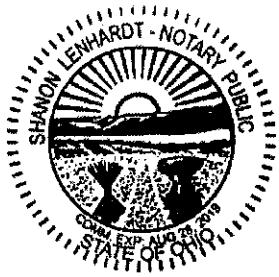
Plain City, OH 43064

614.873.2222

614.873.2220 fax

www.md-signs.com

Notary -



Shawn Lenhardt
3-15-19

PARTICIPATING EMPLOYERS

The search tool covers currently enrolled employers, federal contractors, and E-Verify Employer Agent (EEAs) in E-Verify through December 31, 2018. Federal contractors self report whether their contract has the E-Verify FAR clause. The search tool contains the following:

- Business name (the name used during registration with E-Verify, it can be the legal name of the business or individual, a trade name or abbreviation)
- Federal Contractor Identifier (yes/no)
- E-Verify Employer Agent (EEA) (yes/no)
- Employer city, state and ZIP code used at registration
- Workforce size (five or more)

Note:

- The search tool only includes employers, federal contractors, and E-Verify employer agents who have self-reported that their company has five or more employees. Read additional caveats (PDF, 160.6 KB) and other useful information below prior to reviewing search results.

[Download Full List \(CSV, 34.17 MB\)](#)**Employer Name****Federal Contractor?****E-Verify Employer Agent?****Employer State Code****Employer ZIP Code****Employer City****Items per page**

Employer Name	Federal Contractor?	E-Verify Employer Agent?	Employer City	Employer State Code	Employer ZIP Code	Workforce Size
MDSolutions Inc	Yes	No	Plain City	OH	43064	5 to 9



MDSOINC-01

DYOUNG

DATE (MM/DD/YYYY)

3/18/2019

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER

Cincinnati Insurance Company
Cincinnati Customer Care Center
P.O. Box 145496
Cincinnati, OH 45250-5496

CONTACT NAME:

Dottie Young

PHONE (A/C, No. Ext): (877) 687-1291

FAX (A/C, No): (513) 881-8114

EMAIL ADDRESS: CincinnatiCerts@cinfin.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Cincinnati Insurance Company

NAIC #

10677

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Mdsolutions Inc
8225 ESTATES PKWY
PLAIN CITY, OH 43064-8408

COVERAGE

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		EPP 0072507	4/25/2018	4/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					
	OTHER:					
A	AUTOMOBILE LIABILITY		EPP 0072507	4/25/2018	4/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					
	EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>					
	If yes, describe under DESCRIPTION OF OPERATIONS below					

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

CERTIFICATE HOLDER

CANCELLATION

County of Jefferson
729 Maple St
Hillsboro, MO 63050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dorrelus Young



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

EXHIBIT

PERGAD 800-531-5858

A4

BID #: 19-0017

Invitation for Bid: ROADWAY SIGNS 2019

Date Issued: 1-25-2019

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, FEBRUARY 26, 2019 AT 2:00 P.M. LOCAL TIME.

Specification Contact:
KURT WENGERT
Department of Public Works
636-797-5427
kwengert@jeffcomo.org

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

ORDINANCE

No. 19-0236

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

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

Contract Term:
ONE YEAR CONTRACT WITH TWO ONE YEAR RENEWAL OPTIONS 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 two additional one-year terms with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Vendor Information:

Company Name	J. Todd Koniar	
Address	Authorized Agent (Print)	
Foley, AL 36536	Signature	
City/State/Zip Code	General Manager	
Telephone #	Date	Title
vulcan3@vulcaninc.com	2/20/2019	63-0513868
E-mail	Fax #	251-943-1544

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Bid Requirements	Page 3
Bid Response and Contract	Page 5
Affidavit	Page 9
Specifications	Page 11

REQUIRED DOCUMENTS

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

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

1.0 BID REQUIREMENTS

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

1.1 BID SUBMISSION:

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

1.2 BASIS OF BID AWARD:

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

1.3 BID AWARD:

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

1.4 BID PREPARATION:

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

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

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

1.6 LATE BIDS:

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

1.7 BID DEPOSITS/BONDS:

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

1.8 MATERIAL AVAILABILITY:

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

1.9 ALTERNATE BIDS:

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

1.10 INCORPORATION OF DOCUMENTS:

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

1.11 ADDENDA:

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5380, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:

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

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

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

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

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

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

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

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

1.13 BID SUBMISSIONS

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

1.14 BID OPENINGS

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

1.15 BID TABULATIONS

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

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

The Bidder, by executing the Bid form certifies that:

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

2.2 TAXES:

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

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

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

2.4 PRICE:

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

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

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

2.6 NON-EXCLUSIVE AGREEMENT:

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

2.7 DEFINITIONS:

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

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

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

2.9 WARRANTY:

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

2.10 PAYMENT:

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

2.11 CHANGE ORDER:

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

2.12 DELIVERIES:

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

2.13 RESPONSIBILITY FOR SUPPLIES:

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

2.14 SUBCONTRACTS:

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

2.15 CHOICE OF LAW:

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

2.16 TERMINATION:

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

2.17 NOTICE AND SERVICE THEREOF:

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

2.18 CONTRACT TERM:

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

2.19 COMPLIANCE WITH APPLICABLE LAWS:

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

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

2.20 ACTS OF GOD:

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

2.21 SELLER'S INVOICES:

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

2.22 APPROVAL:

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

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for two (2) additional one-year terms 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 Alabama.

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 J. Todd Koniar (Name of Business Entity Authorized Representative) as General Manager (Position/Title) first being duly sworn on my oath, affirm Vulcan Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Roadway Signs 2019 (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 Vulcan Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Roadway Signs 2019 (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.)

J. Koniar
Authorized Representative's Signature

J. Todd Koniar
Printed Name

General Manager 2/20/2019
Title Date

Subscribed and sworn to before me this 20th of February, 2019. I am
(DAY) (MONTH, YEAR)

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

Alabama and my commission expires on 3-18-2020.
(NAME OF STATE) (DATE)

Yanya C. Hinton
Signature of Notary 2-20-19
Date

AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

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

J. Todd Koniar
Authorized Business Entity
Representative's Name
(Please Print)


Authorized Business Entity
Representative's Signature

Vulcan Inc.
Business Entity Name

2/20/2019
Date

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

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

AND

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

ROADWAY SIGNS SPECIFICATIONS

Highway signs are to be constructed of **3M HIGH INTENSITY PRISMATIC, TYPE III SHEETING** or **3M DIAMOND GRADE PRISMATIC, TYPE XI SHEETING** as designated on **.080 Aluminum**. All letters, numbers, legends, etc. shall be constructed of **3M™ REFLECTIVE MATERIAL**.

All **HIGH INTENSITY PRISMATIC, TYPE III** sheeting shall have a **10-year 3M™ warranty** from date of installation.

All **DIAMOND GRADE PRISMATIC, TYPE XI** sheeting shall have a **12-year 3M™ warranty** from date of installation.

Alternate manufacturers may be considered. They must meet the same specifications and warranties as specified above.

9" HI-INTENSITY STREET SIGN BLANKS

Street sign blanks are to be constructed of **GREEN 3M HIGH INTENSITY REFLECTIVE SHEETING ON .080 EXTRUDED ALUMINUM BLADES**.

Price the following:

9" X 24" ALUMINUM	\$ <u>12.54</u>
9" X 30" ALUMINUM	\$ <u>15.71</u>
9" X 36" ALUMINUM	\$ <u>18.83</u>
9" X 42" ALUMINUM	\$ <u>22.09</u>
9" X 48" ALUMINUM	\$ <u>25.05</u>
9" X 54" ALUMINUM	\$ <u>26.71</u>
9" X 60" ALUMINUM	\$ <u>29.70</u>

HIGHWAY SIGNS

Highway signs are to be constructed of **3M REFLECTIVE PRISMATIC SHEETING, AS DESIGNATED, ON .080 ALUMINUM.** All letters, numbers, legends, etc. shall be constructed of **3M REFLECTIVE MATERIAL.**

Price the following:

HI-INTENSITY PRISMATIC, TYPE III SHEETING

R1-1 STOP SIGNS 24" X 24"	\$ <u>16.96</u>
R1-1 STOP SIGNS 30" X 30"	\$ <u>26.51</u>
R1-1 STOP SIGNS 36" X 36"	\$ <u>38.16</u>
<hr/>	
R1-2 YIELD SIGNS 30" X 30"	\$ <u>16.60</u>
R1-2 YIELD SIGNS 36" X 36"	\$ <u>22.66</u>
W3-1 STOP AHEAD SIGNS 30" X 30"	\$ <u>28.94</u>
W3-2 YIELD AHEAD SIGNS 30" X 30"	\$ <u>28.94</u>
W3-3 SIGNAL AHEAD SIGNS 30" X 30"	\$ <u>29.11</u>
W3-5 REDUCED SPEED AHEAD SIGNS 30" X 30"	\$ <u>28.46</u>
RF-9 OR N-5 - 18" (RED REFLECTOR ON RED)	\$ <u>17.50</u>

The following signs are to be constructed of **3M FLORESCENT YELLOW/GREEN DIAMOND GRADE PRISMATIC, TYPE XI SHEETING ON .080 ALUMINUM.**

Price the following signs:

S1-1 - SCHOOL ZONE - 30" X 30"	\$ <u>38.40</u>
S3-1 – SCHOOL BUS STOP AHEAD SYMBOL - 30" X 30"	\$ <u>40.98</u>
S4-3 – "SCHOOL" – 24" X 8"	\$ <u>9.69</u>
W16-7P – (DIAGONAL ARROW) – 30" X 18"	\$ <u>24.33</u>
W16-9P – "AHEAD" – 30" X 18"	\$ <u>24.33</u>

The following standard signs are to be constructed of **3M HI-INTENSITY PRISMATIC REFLECTIVE SHEETING ON .080 ALUMINUM. (APPROPRIATE COLORS WILL BE ORDERED AS NEEDED.)**

Price the following:

5" x 7"	\$ <u>1.64</u>	24" x 18"	\$ <u>13.47</u>	36" x 18"	\$ <u>20.21</u>
10" x 30"	\$ <u>10.91</u>	24" x 24"	\$ <u>17.96</u>	36" x 20"	\$ <u>22.45</u>
12" x 6"	\$ <u>2.66</u>	24" x 30"	\$ <u>22.45</u>	36" x 24"	\$ <u>26.94</u>
12" x 9"	\$ <u>3.93</u>	24" x 36"	\$ <u>26.94</u>	36" x 30"	\$ <u>33.68</u>
12" x 12"	\$ <u>5.56</u>	24" x 48"	\$ <u>35.92</u>	36" x 36"	\$ <u>40.41</u>
12" x 18"	\$ <u>7.68</u>	27" x 18"	\$ <u>15.18</u>	36" x 48"	\$ <u>53.88</u>
12" x 36"	\$ <u>13.47</u>	30" x 15"	\$ <u>14.05</u>	40" x 18"	\$ <u>22.45</u>
18" x 6"	\$ <u>3.88</u>	30" x 18"	\$ <u>16.84</u>	48" x 9"	\$ <u>15.43</u>
18" x 15"	\$ <u>9.94</u>	30" x 30"	\$ <u>28.06</u>	48" x 18"	\$ <u>26.94</u>
18" x 18"	\$ <u>10.51</u>	30" x 36"	\$ <u>33.68</u>	48" x 30"	\$ <u>44.90</u>
21" x 15"	\$ <u>10.53</u>	30" x 42"	\$ <u>39.29</u>	48" x 48"	\$ <u>71.84</u>
24" x 6"	\$ <u>4.90</u>	30" x 48"	\$ <u>44.90</u>	54" x 42"	\$ <u>70.72</u>
24" x 8"	\$ <u>6.53</u>	30" x 60"	\$ <u>56.13</u>	60" x 24"	\$ <u>44.90</u>
24" x 10"	\$ <u>8.69</u>	36" x 6"	\$ <u>7.73</u>	60" x 30"	\$ <u>56.13</u>
24" x 12"	\$ <u>10.96</u>	36" x 12"	\$ <u>13.47</u>	60" x 36"	\$ <u>67.35</u>

MISC. SUPPLIES
SIGN BRACKETS for Extruded Blades to fit CHANNEL POSTS.

Length of slot - 5-1/2" - Width of slot - .280

90X STYLE	\$ <u>3.20</u>
180X STYLE	\$ <u>3.20</u>
CROSS PIECE BA7A STYLE	\$ <u>3.75</u>
CROSS PIECE UNIV 457X	\$ <u>3.75</u>

**STOP/SLOW PADDLES - 18" sign on 60" wooden handles
(NON REFLECTIVE)**

1 - 11 \$ 17.25 12+ \$ 17.25

**STOP/SLOW PADDLES - 24" sign on 60" wooden handles
(NON REFLECTIVE)**

1 - 11 \$ 25.00 12+ \$ 25.00

**STOP/SLOW PADDLES - 18" sign on 60" wooden handles
(ENGINEER GRADE REFLECTIVITY)**

1 - 11 \$ 17.95 12+ \$ 17.95

**STOP/SLOW PADDLES - 24" sign on 60" wooden handles
(ENGINEER GRADE REFLECTIVITY)**

1 - 11 \$ 26.00 12+ \$ 26.00

**STOP/SLOW PADDLES - 18" sign on 60" wooden handles
(HIGH INTENSITY REFLECTIVITY)**

1 - 11 \$ 21.00 12+ \$ 21.00

**STOP/SLOW PADDLES - 24" sign on 60" wooden handles
(HIGH INTENSITY REFLECTIVITY)**

1 - 11 \$ 31.75 12+ \$ 31.75

CAUTION TAPE (YELLOW WITH BLACK LETTERING) 3" X 1000'

1 - 11 \$ 26.28 12+ \$ 26.28

TEMPORARY HIGHWAY MARKING TAPE (YELLOW) 4" X 150'

1 - 11 \$ NO BID

12+ \$ NO BID

TEMPORARY HIGHWAY MARKING TAPE (WHITE) 4" X 150'

1 - 11 \$ NO BID

12+ \$ NO BID

WHITE (HIGH INTENSITY) LETTERS AND NUMBERS

The following letters and numbers are to be constructed of **WHITE 3M HI-INTENSITY GRADE REFLECTIVE SHEETING** and are to be **PRESSURE SENSITIVE**.

PRICE PER PACK OF 25 COUNT

2" SERIES B	\$ <u>3.75</u>	2" SERIES C	\$ <u>3.95</u>	2" SERIES D	\$ <u>4.18</u>
3" SERIES B	\$ <u>4.79</u>	3" SERIES C	\$ <u>4.79</u>	3" SERIES D	\$ <u>4.79</u>
4" SERIES B	\$ <u>5.73</u>	4" SERIES C	\$ <u>5.73</u>	4" SERIES D	\$ <u>5.73</u>
5" SERIES B	\$ <u>7.62</u>	5" SERIES C	\$ <u>7.62</u>	5" SERIES D	\$ <u>7.62</u>
6" SERIES B	\$ <u>9.10</u>	6" SERIES C	\$ <u>9.10</u>	6" SERIES D	\$ <u>9.10</u>

5" SERIES E (HIGHWAY) \$ 7.62

6" SERIES E (HIGHWAY) \$ 9.10

"LOWER CASE" LETTERS: 6" SERIES B \$ 9.10

3" SERIES B \$ 4.79

BLACK (NON-REFLECTIVE) LETTERS AND NUMBERS

The following letters and numbers are to be constructed of **BLACK 3M ENGINEER GRADE REFLECTIVE SHEETING** and are to be **PRESSURE SENSITIVE**.

PRICE PER PACK OF 25 COUNT

2" SERIES B	\$ 2.90	2" SERIES C	\$ 3.00	2" SERIES D	\$ 3.25
3" SERIES B	\$ 3.95	3" SERIES C	\$ 4.00	3" SERIES D	\$ 4.25
4" SERIES B	\$ 4.90	4" SERIES C	\$ 5.00	4" SERIES D	\$ 5.00
5" SERIES B	\$ 6.00	5" SERIES C	\$ 6.10	5" SERIES D	\$ 7.25
6" SERIES B	\$ 6.95	6" SERIES C	\$ 7.00	6" SERIES D	\$ 8.00

5" SERIES E (HIGHWAY) \$ 7.50

6" SERIES E (HIGHWAY) \$ 8.95

"LOWER CASE" LETTERS: 6" SERIES B \$ 7.50

3" SERIES B \$ 4.00

MINIMUM ORDER OF SIGNS FOR NO SETUP FEE: 50

SETUP FEES FOR THE FOLLOWING SIZE SIGNS:

12" x 18" \$ 20.00 18" x 18" \$ 20.00 18" x 24" \$ 20.00

24" x 24" \$ 20.00 24" x 30" \$ 20.00 30" x 30" \$ 20.00

MINIMUM DOLLAR AMOUNT OF ORDER, IF ANY \$ 500.00

NUMBER OF DAYS BETWEEN ORDER AND DELIVERY ON SITE 30

IF YOU CANNOT HOLD YOUR PRICES FOR ONE FULL YEAR, YOU WILL GUARANTEE THESE PRICES TO REMAIN IN EFFECT UNTIL:

(DATE YOUR BID PRICES EXPIRE)

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2019:

Vulcan Inc.
Company Name


Signature
J. Todd Koniar

Print

County of Jefferson, State of Missouri


Dennis J. Gannon County Executive

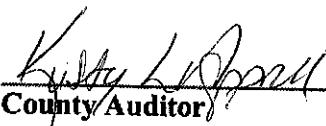
Company Address: _____

PO BOX 1850

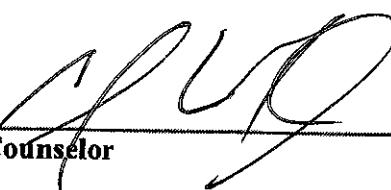
Foley, AL 36536

Phone: 800-633-6845

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


County Auditor

APPROVED AS TO FORM


County Counselor

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2019:

Vulcan Inc.
Company Name

County of Jefferson, State of Missouri

Signature
J. Todd Koniar
Print

Dennis J. Gannon County Executive

Company Address: _____

PO BOX 1850

Foley, AL 36536

Phone: 800-633-6845

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

County Auditor

APPROVED AS TO FORM

County Counselor

COOPERATIVE BID FORM

Bid Name: Roadway Signs 2019

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes X No _____

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if 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: \$ 500.00

BY: J. Todd Koniar J. Todd Koniar

TITLE: General Manager

COMPANY: Vulcan Inc

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone: 800-633-6845 **E-mail:** vulcan3@vulcaninc.com

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

Channel Post 2018

Roadway Signs 2017

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/04/2019

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

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

PRODUCER
Aon Risk Services South, Inc.
Atlanta GA Office
3550 Lenox Road NE
Suite 1700
Atlanta GA 30326 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURED
Vulcan, Inc.
410 East Berry Ave
P.O Box 1850
Foley AL 36535-1850 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Aspen Specialty Insurance Company	10717
INSURER B: The Phoenix Insurance Company	25623
INSURER C: Travelers Property Cas Co of America	25674
INSURER D: Sentry Insurance A Mutual Company	24988
INSURER E: Midwest Employers Casualty Company	23612
INSURER F:	

COVERAGEs

CERTIFICATE NUMBER: 570074648172

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDU SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6601J278053	03/01/2018	03/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERALAGGREGATE \$2,000,000 PRODUCTS - COMP/POP AGG \$2,000,000
	GEN'LAGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:					
3	AUTOMOBILE LIABILITY		BA-1J278342	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OTHER:
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP1J394408	03/01/2018	03/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 OTHER:
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N	PPAL129001 AL 9054672001 IL, MI, NC	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- IER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N / <input type="checkbox"/> N/A		01/01/2019	01/01/2020	
A	Cyber Liability		AX005CH18 Claims Made SIR applies per policy terms & conditions	03/01/2018	03/01/2019	Aggregate \$3,000,000

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

Re: Bid# 18-0012 Channel Post.

Jefferson County is included as Additional Insured in accordance with the policy.

General Liability policy.

ENTERED

JAN 07 2019

JAN 18 2019

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/30/2018

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

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

PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3550 Lenox Road NE Suite 1700 Atlanta GA 30326 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Sentry Insurance A Mutual Company		24988
INSURER B: Midwest Employers Casualty Company		23612
INSURER C: Aspen Specialty Insurance Company		10717
INSURER D: The Phoenix Insurance Company		25623
INSURER E: Travelers Property Cas Co of America		25674
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570071396173 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6601J278053	03/01/2018	03/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'LAGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA-1J278342	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OTHER
E	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		CUP1J394408	03/01/2018	03/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		POAL129001	01/01/2018	01/01/2019	X PER STATUTE OTHER
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N	N/A	AL 90546720100181 MI and NC	01/01/2018	01/01/2019	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Cyber Liability		AX005CH18 Claims Made SIR applies per policy terms & conditions	03/01/2018	03/01/2019	Aggregate \$3,000,000

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

EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

vulcan, Inc.
410 East Berry Ave.
P.O Box 185
Foley AL 36535-1850 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc.

Holder Identifier :

Certificate No : 570071396173



Company ID Number: 259974

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Vulcan, Inc.

Company Facility Address: 410 E. Berry Avenue

Foley, AL 36535

Company Alternate

Address: PO Box 1850

Foley, AL 36535

County or Parish: BALDWIN

Employer Identification

Number: 63051386

North American Industry

Classification Systems

Code: 331

Parent Company: _____

Number of Employees: 100 to 499

Number of Sites Verified

for: 1

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

- ALABAMA

1 site(s)



Company ID Number: 259974

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

Name: Flora A Morris	Fax Number: (251) 943 - 9270
Telephone Number: (251) 943 - 7000	
E-mail Address: FloraA@vulcaninc.com	
Name: Gail E Thomas-Jackson	Fax Number: (251) 972 - 1596
Telephone Number: (251) 972 - 1396	
E-mail Address: gailtj@vulcaninc.com	
Name: Patricia R Wilkins	Fax Number: (251) 943 - 9270
Telephone Number: (251) 943 - 7000	
E-mail Address: dee@vulcaninc.com	
Name: David M Mullins	Fax Number: (251) 943 - 9270
Telephone Number: (251) 943 - 7000	
E-mail Address: dmullins@vulcaninc.com	



Company ID Number: 259974

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

Employer Vulcan, Inc.

Gail E Thomas-Jackson

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/01/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/01/2009

Date



Vulcan Signs

A PART OF Vulcan, Inc.

P.O. Box 1850 • 408 East Berry Avenue • Foley, Alabama 36536-1850
1.800.633.6845 • 251.943.1541 • Fax 251.943.1544
vulcan3@vulcaninc.com • www.VulcanSigns.com

March 18, 2019

Jefferson County, Missouri
Attn: Jackie Talarski
729 Maple St
Hillsboro, MO 63050

Dear Ms. Jackie:

Vulcan, Inc. and its operating divisions have no physical nexus within Jefferson County, Missouri, or outside of Foley, Alabama. We are a manufacturer and a materials supplier only. Vulcan does not deliver or install its products. All sales are shipped via common carrier or picked up by the buyer at our facility in Foley, Alabama. As such, we submit that we are not subject to Missouri franchise tax.

Please advise if you need additional information in this regard.

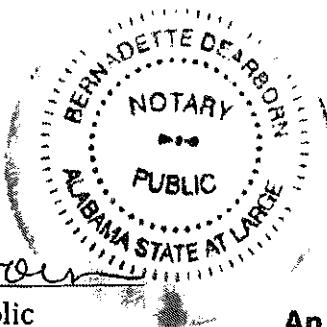
Respectfully submitted,

J. Todd Koniar, General Manager
888-846-2745
Tkoniari@vulcaninc.com

Sworn to before me this

19th day of March, 2019

Bernadette Dearborn, Notary Public



An Employee Owned Company!



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

PENGAD 400-831-6989

EXHIBIT

AS

BID #: 19-0017

Invitation for Bid: ROADWAY SIGNS 2019

Date Issued: 1-25-2019

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, FEBRUARY 26, 2019 AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

KURT WENGERT
Department of Public Works
636-797-5427
kwengert@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:**

ORDINANCE
No. 19-0230

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:
ONE YEAR CONTRACT
WITH TWO ONE YEAR
RENEWAL OPTIONS
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 two additional one-year terms with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

Osburn Associates Inc
Company Name

Robbie Jenkins
Authorized Agent (Print)

Po Box 912

Signature

Address

Logan, OH 43138

Bidding Agent

Title

(800) 523-8917

2/22/2019

31-1041388

Telephone #

Date

Tax ID #

rob.j@osburns.com

(740) 385-8016

Fax #

E-mail

TABLE OF CONTENTS:

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

REQUIRED DOCUMENTS

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

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

1.0 BID REQUIREMENTS

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

1.1 BID SUBMISSION:

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

1.2 BASIS OF BID AWARD:

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

1.3 BID AWARD:

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

1.4 BID PREPARATION:

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

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

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

1.6 LATE BIDS:

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

1.7 BID DEPOSITS/BONDS:

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

1.8 MATERIAL AVAILABILITY:

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

1.9 ALTERNATE BIDS:

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

1.10 INCORPORATION OF DOCUMENTS:

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

1.11 ADDENDA:

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5380, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:

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

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

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

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

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

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

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

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

1.13 BID SUBMISSIONS

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

1.14 BID OPENINGS

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

1.15 BID TABULATIONS

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

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

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

2.2 TAXES:

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

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

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

2.4 PRICE:

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

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

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

2.6 NON-EXCLUSIVE AGREEMENT:

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

2.7 DEFINITIONS:

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

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

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

2.9 WARRANTY:

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

2.10 PAYMENT:

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

2.11 CHANGE ORDER:

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

2.12 DELIVERIES:

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

2.13 RESPONSIBILITY FOR SUPPLIES:

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

2.14 SUBCONTRACTS:

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

2.15 CHOICE OF LAW:

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

2.16 TERMINATION:

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

2.17 NOTICE AND SERVICE THEREOF:

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

2.18 CONTRACT TERM:

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

2.19 COMPLIANCE WITH APPLICABLE LAWS:

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

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

2.20 ACTS OF GOD:

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

2.21 SELLER'S INVOICES:

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

2.22 APPROVAL:

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

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for two (2) additional one-year terms 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 Ohio.

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.

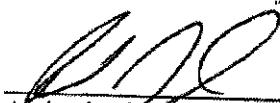
2.26 LANGUAGE: Bids and all related documents will only be accepted in the English Language.

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 Robbie Jenkins (Name of Business Entity Authorized Representative) as Bidding Agent (Position/Title) first being duly sworn on my oath, affirm Osburn Associates Inc (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to road signs 2019 (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 Osburn Associates Inc (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to road signs 2019 (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

Robbie Jenkins

Printed Name

Bidding Agent

Title

2/22/2019

Date

Subscribed and sworn to before me this 22 of February 2019. I am
(DAY) (MONTH, YEAR)

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

Ohio

(NAME OF STATE)

and my commission expires on 2-12-23

(DATE)

Melinda Thompson

Signature of Notary

3-5-19

Date



MELINDA THOMPSON
Notary Public, State of Ohio
My Commission Expires
February 12, 2023

Invitation for Bid

9 of 18

Bidder's Initials

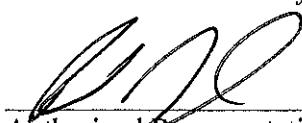
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AFFIDAVIT OF WORK AUTHORIZATION

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 Robbie Jenks (Name of Business Entity Authorized Representative) as Bidding Agent (Position/Title) first being duly sworn on my oath, affirm Osburn Associates Inc (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to road signs 2019 (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 Osburn Associates Inc (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to road signs 2019 (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

Robbie Jenks

Printed Name

Bidding Agent

Title

2/22/2019

Date

Subscribed and sworn to before me this 22 of February 2019. I am
(DAY) (MONTH, YEAR)

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

Ohio

(NAME OF STATE)

and my commission expires on _____.

(DATE)

Signature of Notary

Date

AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

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

Robbie Jenks
Authorized Business Entity
Representative's Name
(Please Print)


Authorized Business Entity
Representative's Signature

Osburn Associates Inc
Business Entity Name

2/22/2019
Date

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

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
- AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

ROADWAY SIGNS SPECIFICATIONS

Highway signs are to be constructed of **3M HIGH INTENSITY PRISMATIC, TYPE III SHEETING** or **3M DIAMOND GRADE PRISMATIC, TYPE XI SHEETING** as designated on **.080 Aluminum**. All letters, numbers, legends, etc. shall be constructed of **3M™ REFLECTIVE MATERIAL**.

All **HIGH INTENSITY PRISMATIC, TYPE III** sheeting shall have a **10-year 3M™ warranty** from date of installation.

All **DIAMOND GRADE PRISMATIC, TYPE XI** sheeting shall have a **12-year 3M™ warranty** from date of installation.

Alternate manufacturers may be considered. They must meet the same specifications and warranties as specified above.

9" HI-INTENSITY STREET SIGN BLANKS

Street sign blanks are to be constructed of **GREEN 3M HIGH INTENSITY REFLECTIVE SHEETING ON .080 EXTRUDED ALUMINUM BLADES.** **2-5:ded*

Price the following:

9" X 24" ALUMINUM	\$ <u>18.75</u>
9" X 30" ALUMINUM	\$ <u>23.44</u>
9" X 36" ALUMINUM	\$ <u>28.13</u>
9" X 42" ALUMINUM	\$ <u>32.75</u>
9" X 48" ALUMINUM	\$ <u>37.50</u>
9" X 54" ALUMINUM	\$ <u>42.13</u>
9" X 60" ALUMINUM	\$ <u>46.88</u>

HIGHWAY SIGNS

Highway signs are to be constructed of **3M REFLECTIVE PRISMATIC SHEETING, AS DESIGNATED, ON .080 ALUMINUM**. All letters, numbers, legends, etc. shall be constructed of **3M REFLECTIVE MATERIAL**.

Price the following:

HI-INTENSITY PRISMATIC, TYPE III SHEETING

R1-1 STOP SIGNS 24" X 24"	\$ <u>23.52</u>
R1-1 STOP SIGNS 30" X 30"	\$ <u>36.75</u>
R1-1 STOP SIGNS 36" X 36"	\$ <u>52.92</u>
R1-2 YIELD SIGNS 30" X 30"	\$ <u>22.05</u>
R1-2 YIELD SIGNS 36" X 36"	\$ <u>41.16</u>
W3-1 STOP AHEAD SIGNS 30" X 30"	\$ <u>36.75</u>
W3-2 YIELD AHEAD SIGNS 30" X 30"	\$ <u>36.75</u>
W3-3 SIGNAL AHEAD SIGNS 30" X 30"	\$ <u>36.75</u>
W3-5 REDUCED SPEED AHEAD SIGNS 30" X 30"	\$ <u>36.75</u>
RF-9 OR N-5 - 18" (RED REFLECTOR ON RED)	\$ <u>28.23</u>

The following signs are to be constructed of **3M FLORESCENT YELLOW/GREEN DIAMOND GRADE PRISMATIC, TYPE XI SHEETING ON .080 ALUMINUM**.

Price the following signs:

S1-1 - SCHOOL ZONE - 30" X 30"	\$ <u>48.06</u>
S3-1 - SCHOOL BUS STOP AHEAD SYMBOL - 30" X 30"	\$ <u>48.06</u>
S4-3 - "SCHOOL" - 24" X 8"	\$ <u>20.51</u>
W16-7P - (DIAGONAL ARROW) - 30" X 18"	\$ <u>28.84</u>
W16-9P - "AHEAD" - 30" X 18"	\$ <u>28.84</u>

The following standard signs are to be constructed of **3M HI-INTENSITY PRISMATIC REFLECTIVE SHEETING ON .080 ALUMINUM. (APPROPRIATE COLORS WILL BE ORDERED AS NEEDED.)**

Price the following:

5" x 7"	\$ <u>1.43</u>	24" x 18"	\$ <u>17.64</u>	36" x 18"	\$ <u>26.46</u>
10" x 30"	\$ <u>12.25</u>	24" x 24"	\$ <u>23.52</u>	36" x 20"	\$ <u>29.40</u>
12" x 6"	\$ <u>2.04</u>	24" x 30"	\$ <u>29.40</u>	36" x 24"	\$ <u>35.28</u>
12" x 9"	\$ <u>4.41</u>	24" x 36"	\$ <u>35.28</u>	36" x 30"	\$ <u>44.10</u>
12" x 12"	\$ <u>5.88</u>	24" x 48"	\$ <u>47.04</u>	36" x 36"	\$ <u>52.92</u>
12" x 18"	\$ <u>8.82</u>	27" x 18"	\$ <u>19.85</u>	36" x 48"	\$ <u>70.56</u>
12" x 36"	\$ <u>17.64</u>	30" x 15"	\$ <u>18.38</u>	40" x 18"	\$ <u>29.46</u>
18" x 6"	\$ <u>4.41</u>	30" x 18"	\$ <u>22.05</u>	48" x 9"	\$ <u>17.64</u>
18" x 15"	\$ <u>11.03</u>	30" x 30"	\$ <u>36.75</u>	48" x 18"	\$ <u>35.28</u>
18" x 18"	\$ <u>13.23</u>	30" x 36"	\$ <u>44.10</u>	48" x 30"	\$ <u>58.80</u>
21" x 15"	\$ <u>12.82</u>	30" x 42"	\$ <u>51.45</u>	48" x 48"	\$ <u>94.08</u>
24" x 6"	\$ <u>5.88</u>	30" x 48"	\$ <u>58.00</u>	54" x 42"	\$ <u>92.61</u>
24" x 8"	\$ <u>7.84</u>	30" x 60"	\$ <u>73.50</u>	60" x 24"	\$ <u>58.80</u>
24" x 10"	\$ <u>9.80</u>	36" x 6"	\$ <u>8.82</u>	60" x 30"	\$ <u>73.50</u>
24" x 12"	\$ <u>16.76</u>	36" x 12"	\$ <u>17.64</u>	60" x 36"	\$ <u>88.20</u>

MISC. SUPPLIES
SIGN BRACKETS for Extruded Blades to fit CHANNEL POSTS.

Length of slot - 5-1/2" - Width of slot - .280

90X STYLE	\$ <u>4.25</u>
180X STYLE	\$ <u>4.25</u>
CROSS PIECE BA7A STYLE	\$ <u>4.25</u>
CROSS PIECE UNIV 457X	\$ <u>4.25</u>

STOP/SLOW PADDLES - 18" sign on 60" wooden handles
(NON REFLECTIVE)

1 - 11 \$ _____ 12+ \$ no B.i.d

STOP/SLOW PADDLES - 24" sign on 60" wooden handles
(NON REFLECTIVE)

1 - 11 \$ _____ 12+ \$ no B.i.d

STOP/SLOW PADDLES - 18" sign on 60" wooden handles
(ENGINEER GRADE REFLECTIVITY)

1 - 11 \$ _____ 12+ \$ no B.i.d

STOP/SLOW PADDLES - 24" sign on 60" wooden handles
(ENGINEER GRADE REFLECTIVITY)

1 - 11 \$ _____ 12+ \$ no B.i.d

STOP/SLOW PADDLES - 18" sign on 60" wooden handles
(HIGH INTENSITY REFLECTIVITY)

1 - 11 \$ _____ 12+ \$ no B.i.d

STOP/SLOW PADDLES - 24" sign on 60" wooden handles
(HIGH INTENSITY REFLECTIVITY)

1 - 11 \$ _____ 12+ \$ no B.i.d

CAUTION TAPE (YELLOW WITH BLACK LETTERING) 3" X 1000'

1 - 11 \$ _____ 12+ \$ no B.i.d

TEMPORARY HIGHWAY MARKING TAPE (YELLOW) 4" X 150'

1 - 11 \$ _____

12+ \$ no B, J

TEMPORARY HIGHWAY MARKING TAPE (WHITE) 4" X 150'

1 - 11 \$ _____

12+ \$ no B, J

WHITE (HIGH INTENSITY) LETTERS AND NUMBERS

The following letters and numbers are to be constructed of **WHITE 3M HI-INTENSITY GRADE REFLECTIVE SHEETING** and are to be **PRESSURE SENSITIVE**.

PRICE PER PACK OF 25 COUNT

2" SERIES B	\$ <u>7.96</u>	2" SERIES C	\$ <u>8.01</u>	2" SERIES D	\$ <u>8.08</u>
3" SERIES B	\$ <u>8.22</u>	3" SERIES C	\$ <u>8.36</u>	3" SERIES D	\$ <u>8.50</u>
4" SERIES B	\$ <u>8.59</u>	4" SERIES C	\$ <u>8.83</u>	4" SERIES D	\$ <u>9.08</u>
5" SERIES B	\$ <u>9.05</u>	5" SERIES C	\$ <u>9.44</u>	5" SERIES D	\$ <u>9.83</u>
6" SERIES B	\$ <u>9.63</u>	6" SERIES C	\$ <u>10.18</u>	6" SERIES D	\$ <u>10.74</u>

5" SERIES E (HIGHWAY) \$ 16.20

6" SERIES E (HIGHWAY) \$ 16.29

"LOWER CASE" LETTERS: 6" SERIES B \$ 9.63

3" SERIES B \$ 8.22

BLACK (NON-REFLECTIVE) LETTERS AND NUMBERS

The following letters and numbers are to be constructed of **BLACK 3M ENGINEER GRADE REFLECTIVE SHEETING** and are to be **PRESSURE SENSITIVE**.

PRICE PER PACK OF 25 COUNT

2" SERIES B	\$ <u>7.89</u>	2" SERIES C	\$ <u>7.93</u>	2" SERIES D	\$ <u>7.97</u>
3" SERIES B	\$ <u>8.06</u>	3" SERIES C	\$ <u>8.15</u>	3" SERIES D	\$ <u>8.25</u>
4" SERIES B	\$ <u>8.31</u>	4" SERIES C	\$ <u>8.47</u>	4" SERIES D	\$ <u>8.64</u>
5" SERIES B	\$ <u>8.63</u>	5" SERIES C	\$ <u>8.88</u>	5" SERIES D	\$ <u>9.14</u>
6" SERIES B	\$ <u>9.00</u>	6" SERIES C	\$ <u>9.38</u>	6" SERIES D	\$ <u>9.75</u>

5" SERIES E (HIGHWAY) \$ 9.39

6" SERIES E (HIGHWAY) \$ 10.12

"LOWER CASE" LETTERS: 6" SERIES B \$ 8.00

3" SERIES B \$ 8.06

MINIMUM ORDER OF SIGNS FOR NO SETUP FEE: None

SETUP FEES FOR THE FOLLOWING SIZE SIGNS:

12" x 18" \$ NA 18" x 18" \$ NA 18" x 24" \$ NA

24" x 24" \$ NA 24" x 30" \$ NA 30" x 30" \$ NA

MINIMUM DOLLAR AMOUNT OF ORDER, IF ANY \$ NA

NUMBER OF DAYS BETWEEN ORDER AND DELIVERY ON SITE 30 Day

IF YOU CANNOT HOLD YOUR PRICES FOR ONE FULL YEAR, YOU WILL GUARANTEE THESE PRICES TO REMAIN IN EFFECT UNTIL:

12 months
(DATE YOUR BID PRICES EXPIRE)

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2019:

Osburn Associates Inc
Company Name

RLJ
Signature
Robbie Jenks
Print

Company Address: Po Box 912
Logan, OH 43138

Phone: (800) 523-8917

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.

Kathy Marshall
County Auditor

APPROVED AS TO FORM

CLC
County Counselor

COOPERATIVE BID FORM

Bid Name: Roadway Signs 2010

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: \$ 0

BY: Robbie Jenks

TITLE: Bidding Agent

COMPANY: Osburn Associates Inc

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone (800) 527-8917 E-mail robj@osburns.com

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



Employment Eligibility Verification

Click any ? for help

Home

Add New Location

View Existing Locations

Add New User

View Existing Users

Close Company Accounts

Edit Profile

Change Password

Change Security Questions

Edit Corporate Profile

Add New Administrator

View Existing Administrators

Close Corporate Account

View Reports

View Essential Resources

Take Tutorial

View User Manual

Share Ideas

Contact Us

Company InformationWelcome
Steven OgdenUser ID:
SGAS7923Last Logon:
08:00 AM - 10/15/2014 Log Out

Company Name: Osburn Associates, Inc.

View / Edit

Company ID Number: 798331

Doing Business As (DBA) Name:

DUNS Number: 658337700

Physical Location:**Mailing Address:**

Address 1: 9383 Vanetta Rd

Address 1: P.O. Box 913

Address 2:

Address 2:

City: Logan

City: Logan

State: OH

State: OH

Zip Code: 43138

Zip Code: 43138

County: Hocking

Additional Information:

Employer Identification Number: 311041388

Total Number of Employees: 20 to 99

Parent Organization:

Administrator: Osburn Associates, Inc.

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 338 - MISCELLANEOUS MANUFACTURING

View / Edit

Total Hiring Sites: 3

View / Edit

Total Points of Contact: 1

View / Edit**View / Edit**

Osburn Associates, Inc.

A Manufacturing Company

To Whom It May Concern:

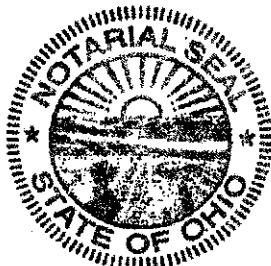
This letter is to notify you that Osburn Associates, Inc, nor owners owns no real property, or personal property in Jefferson County, MO.

Sincerely,



Jeff Osburn
President

Melinda Thompson, Notary



MELINDA THOMPSON
Notary Public, State of Ohio
My Commission Expires
February 12, 2023

PO Box 912 Logan, OH 43138 • ph.740-385-6869 • fax 740-385-8016
1630 22nd St. North, St. Petersburg, FL 33713 • ph 727-800-6941 • fax 727-800-6942



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
11/7/2018

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

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

PRODUCER

Wichert Insurance
400 N. Memorial Drive

Lancaster OH 43130

INSURED

Osburn Associates, Inc.
11931 State Route 93 N
P. O. Box 912

Logan OH 43138

COVERAGES

CERTIFICATE NUMBER: CLL1811737024

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L/SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY					
A	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>		TRA7928653	11/16/2018	11/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO PROPERTY PREMISES, EX-EXC. \$ 100,000 MED EXP. AM. per person. \$ 1,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP. OR AGG. \$ 1,000,000 EX-EXC. over \$100,000 \$ 1,000,000 COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY - Per person \$ 1 BODILY INJURY - Per accident \$ 1 PROPERTY DAMAGE - Per accident \$ 1 UNINSURED MOTORIST - COMBINED LIMIT \$ 1,000,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	AUTOMOBILE LIABILITY					
A	ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		TRA7928653	11/16/2018	11/16/2019	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	DED <input checked="" type="checkbox"/> RETENTION \$ 0 N/A	TRA7928653	11/16/2018	11/16/2019	PER STATUTE OTHER \$ F.L. EACH ACCIDENT \$ 1,000,000 F.L. DISEASE - EA EMPLOYEE \$ 1,000,000 F.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karen Garrison