

078

INTRODUCED BY: COUNCIL MEMBER (s) Reuter

1           **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**  
2           **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**  
3           **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**  
4           **PROPOSALS FOR ANIMAL CONTROL MEDICAL SUPPLIES 2019; AND**  
5           **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**  
6           **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**  
7           **AWARD OF THE BIDS AND PROPOSALS.**

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

11 BID NAME

12 Animal Control Medical Supplies 2019

14 2

15 DATE OF BID OPENING

16 4-9-2019

17       **WHEREAS**, after reviewing the bids and proposals set forth above, the  
18       Department of County Services and Code Enforcement, Division of Animal Control has  
19       determined that certain bids and proposals represent the lowest and best bid for the

**FILED**

MAY 16 2019

**KEN WALLER**  
COUNTY CLERK, JEFFERSON COUNTY, MO

Jefferson County, Missouri  
Contract# 19-0024

1       respective items or services and met the bid or proposal specifications issued by the  
2       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 Henry Schein Animal Health and Elanco  
5       Animal Health for a term from date of approval to 5-12-20 upon approval by the County  
6       Council and County Executive for **up to \$34,139.00 per term, for total amount not to**  
7       **exceed \$34,139.00 for the term**, subject to budgetary limitations.

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

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

13                            BID NAME

14                            Animal Control Medical Supplies 2019

15                            TERM

16                            date of approval to 5-12-20

17                            with one (1) additional renewal option

18                            Upon approval by the County Council and County Executive

19                            AMOUNT

20                            **Up to \$34,139.00 per term,**

21                            **for total amount not to exceed \$34,139.00 for the term,**

22                            subject to budgetary limitations

## **AWARDED BIDDER**

Henry Schein Animal Health (A1)

Elanco Animal Health (A2)

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

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

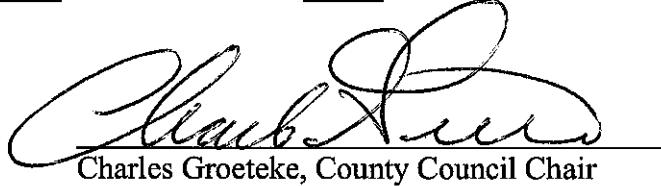
14        Section 4.     This Ordinance shall be in full force and effect from and after its  
15        date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
16        shall not affect the remainder of this Ordinance.

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

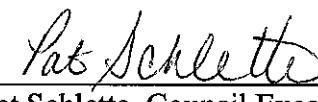
Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Phil Hendrickson	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Tracey Perry	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

THE ABOVE BILL ON THIS 13<sup>th</sup> DAY OF May, 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 16<sup>th</sup> DAY OF May, 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  
Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller  
Ken Waller, County Clerk  
BY: Heath Smith

Reading Date: 05-13-2019



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

PENGAD 800-631-6698

EXHIBIT

A1

BID #: 19-0034

Request for Proposal: ANIMAL CONTROL MEDICAL SUPPLIES 2019 Date Issued: 3-6-2019

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 9, 2019, AT 2:00 P.M. LOCAL TIME.

**Specification Contact:**  
**BETH STEINNED**  
Department of Animal Control  
636-797-6414  
bsteinnerd@jeffcomo.org

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

**ORDINANCE**  
No. 19-0278

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

SAMPLE ENVELOPE

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

SEALED PROPOSAL: (PROPOSAL NAME)

**Contract Term:**  
**ONE YEAR CONTRACT 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 Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor Information:**

Henry Schein Animal Health Sean Henderson  
Company Name Authorized Agent (Print)  
400 North Metro Place   
Address Signature  
Berea, OH 44286 CFO  
City/State/Zip Code Title  
(855) 724-3461 4/4/19 37-1507466  
Telephone # Date Tax ID #  
biddersk@henryscheinvet.com N/A  
E-mail Fax #

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.

**M. PROPOSAL OPENINGS:**

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

**N. PROPOSAL TABULATIONS:**

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org), under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

**PROPOSAL FORM AND CONTRACT**

**A. PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

**B. 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 may be 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.

**C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

**D. PRICE:**

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal 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 vendor'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. **Proposal 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.

**E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Vendor 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. Vendor shall include proof of compliance with the Act with the proposal.

**F. 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.

**H. 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.

**I. 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.

**J. PAYMENT:**  
County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**K. 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.

**L. DELIVERIES:**  
Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal 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.

**M. 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.

**N. 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.

**O. CHOICE OF LAW:**  
This proposal 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.

**P. TERMINATION:**

1. 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. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. 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.
3. **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.
4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
  - a. If supplier fails to deliver the items required by the contract within the time specified; or
  - b. 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.
  - c. 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.

**Q. 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 proposal form.

**R. CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal 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.

**S. 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.

**T. 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.

**U. 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.

**V. APPROVAL:**

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

**W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate:  Individual:  Partnership:  Corporation.

Incorporated in the State of Ohio.

**X. 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.

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

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION  
CONTACT**

**BETH STEINNERD – JEFFERSON COUNTY ANIMAL CONTROL**

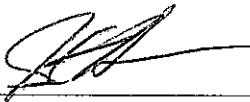
**636-797-6414**

## 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 Sean Henderson (Name of Business Entity Authorized Representative) as CFO (Position/Title) first being duly sworn on my oath, affirm Henry Schein Animal Health (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 # 19-0034 (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 Henry Schein Animal Health (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 # 19-0034 (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

Sean Henderson

Printed Name

CFO

Title

4/4/19

Date

Subscribed and sworn to before me this 4<sup>th</sup> of April, 2019. I am

(DAY)

(MONTH, YEAR)

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

(NAME OF COUNTY)

Ohio

(NAME OF STATE)

4/8/24

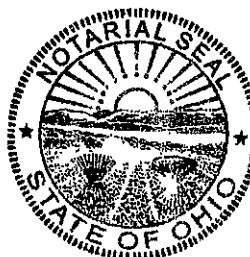
(DATE)

Brenda L. Needham

Signature of Notary

4/3/19

Date



**BRENDA L. NEEDHAM**  
Notary Public, State of Ohio  
My Commission Expires 04-08-24

**AFFIDAVIT OF WORK AUTHORIZATION**  
(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Henry Schein Animal Health (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.

Sean Henderson  
Authorized Business Entity  
Representative's Name  
(Please Print)

  
Authorized Business Entity  
Representative's Signature

Henry Schein Animal Health  
Business Entity Name

4/4/19  
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](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

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

## SPECIFICATIONS

Generic equivalent pricing will be accepted. Please specify which generic coincides with the product listed.

### **Shelter Supplies and Equipment:**

*See Attachment*

1. Chlorhexidine scrub – gallon	\$ _____
2. Fecal diagnostic kits – 100ct box	\$ _____
3. Microscope slides Clear – 100ct box	\$ _____
4. Fluorescein strips – box	\$ _____
5. Schirmer tear test strips	\$ _____
6. Idexx heartworm tests – 100ct box	\$ _____
7. Idexx SNAPP FIV,FeLv, Hw tests	\$ _____
8. Idexx Parvovirus tests	\$ _____
9. Lactated ringers – box of 12	\$ _____
10. Blood tubes – Serum	\$ _____
11. Blood tubes – red top	\$ _____
12. Blood tubes – Purple top	
13. Monoject syringes:	
• 1cc with 25G needle	\$ _____
• 3cc with 22G needle	\$ _____
• 3cc without needle	\$ _____
• 6cc regular tip	\$ _____
• 12 cc regular tip	\$ _____
• 60cc catheter tip	\$ _____

14. Monoject needles:

- 25G x 5/8"

\$ \_\_\_\_\_

- 22G x 1"

\$ \_\_\_\_\_

- 18G x 1"

\$ \_\_\_\_\_

15. Grooming shampoo

- Cat and dog

\$ \_\_\_\_\_

16. Medicated shampoo

- Cat and dog

\$ \_\_\_\_\_

**Antibiotics:**

1. Clavamox

- 125mg and 250mg

\$ \_\_\_\_\_

1. Clavamox Drops

- 15Ml

\$ \_\_\_\_\_

2. Cephalexin

- 250mg and 500mg

\$ \_\_\_\_\_

• Doxycycline

- 100mg

\$ \_\_\_\_\_

• Metronidazole

- 50mg, 250mg, 500mg

\$ \_\_\_\_\_

## Pain Control:

1. Onsior 6mg	\$ _____
2. Metacam Suspension	\$ _____
• 1.5mg/mL	\$ _____
3. Carprofen	\$ _____
• 25mg, 75mg, 100mg	\$ _____

## Miscellaneous Drugs:

1. Guiafensin 100mg	\$ _____
2. Diphenhydramine 25mg	\$ _____
3. Itraconazole	\$ _____
4. Fluconazole	\$ _____

### **GI/Nutritional Support:**

1. Laxatone - Tuna flavor	\$ _____
2. Pet tinic	\$ _____
3. Nutrical for dog and cat, OR Pro-pectalin	\$ _____
4. FortiFlora	\$ _____
• Dog and cat	\$ _____

**Eyes:**

1. Terramycin	\$ _____
2. Neo-poly-bac ointment – per tube	\$ _____
3. Neo-poly-dex ointment – per tube	\$ _____
4. Artificial tears ointment	\$ _____

**Ears:**

1. Claro	\$ _____
2. Zymox-HC1%	\$ _____
3. Miconahex ear flush	\$ _____

**Skin:**

1. Demallay spray conditioner – per bottle	\$ _____
2. Vetericyn wound gel	\$ _____
3. Mupirocin	\$ _____

**Vaccines:**

1. DHLPPC – per tray	\$ _____
2. Bordetella intranasal per tray	\$ _____
3. Bordetella injectable per tray	\$ _____
4. Rabies 1 Year – 50 ct tray	\$ _____
5. FVRCP – per tray	\$ _____
6. Equine: • EWT-Rhino-flu-WN	\$ _____

**Injectable:**

1. Acepromazine 10mg/mL	\$ _____
2. Atropine Sulfate 1/120 grain (0.54mg/mL)	\$ _____
3. Lidocaine 2% - per bottle	\$ _____
4. Bupivacaine 5mg/mL	\$ _____
5. Calcium glucinate	\$ _____
6. Diphenhydramine 50mg/mL	\$ _____
7. PropoFlo 200mg/20mL	\$ _____
8. Dexdomitor 0.5mg/mL	\$ _____
9. Antisedan 5mg/mL	\$ _____
10. Covenia 80mg/mL	\$ _____
11. Cerenia 10mg/mL	\$ _____
12. Ostifen 50mg/mL	\$ _____
13. Onisor 2mg/mL	\$ _____
14. Oxytocin	\$ _____
15. Metronidazole 5mg/mL	\$ _____

**Parasite Control:**

1. Revolution Plus – Cat all sizes	\$ _____
2. Sentry – dog all sizes	\$ _____
3. Simparica – dog all sizes	\$ _____
4. Frontline spray	\$ _____
5. Capstar Blue	\$ _____
6. Capstar Green	\$ _____

**Anthelmintic:**

1. Panacur Granules	\$ _____
2. Panacur Suspension	\$ _____
3. Pyrantel Pamoate 50mg/mL	\$ _____
4. Albon Suspension 50mg/mL	\$ _____
5. Albon tablets 250mg	\$ _____
6. Ivermectin paste – tube	\$ _____
7. Droncit for dogs	\$ _____
8. Droncit for cats/Profender	\$ _____

Item Description	SKU #	Description	Notes	Price
1. Chlorhexidine scrub	055482	DERMACHLOR SCRUB 2% GAL CHLORHEX PVL		\$ 26.95
2. Fecal diagnostic kits	030098	FECACTOR 50 KITS PVL	100ct	\$ 14.05
3. Microscope slides Clear	037993	MSCOPE SLDS CLEAR 3X1IN BX72 PVL	72ct	\$ 3.26
4. Fluorescein strips	043279	FLUORESCIN I-GLO OP T STRIP JOR 100		\$ 11.88
5. Schirmer tear test strips	010769	SCHIRMER TEAR TEST STRIPS SCH 50TST		\$ 59.20
6. Idexx heartworm tests	051081	DIAG KIT HW K9/FEL ABX 100T	abaxis vetscan	\$ 261.00
7. Idexx SNAPP FIV,FELV, Hw tests	061031	DIAG KIT WITNESS FFH 10T ZOE	zoetis witness (10ct)	\$ 154.50
8. Idexx Parvovirus tests	051084	DIAG KIT PARVO K9 ABX 10T	10ct	\$ 128.70
9. Lactated ringers	009851	LACTATED RINGERS INJ HOS 12X1L		\$ 81.56
10. Blood tubes - serum	002107	TUBES MIJECT GLY EMPTY 3ML RED 100CT		\$ 25.25
11. Blood tubes - red	014334	TUBES MICRO SERUM 1.3ML RED 100CT		\$ 36.50
12. Blood tubes - purple	011196	TUBES MICRO 3 EDTA 1.3ML LAV 100CT		\$ 30.89
13. Monoject syringes:				
• 1cc with 25G needle	009917	SYR TB MIJECT SLP TP 1ML 25X5/8 100CT		\$ 21.78
• 3cc With 22G needle	009944	SYR DISP 3ML 22X1 LL VPAK SHW 100		\$ 12.14
• 3cc without needle	009954	SYR DISP 3ML REG LUER TIP SHW 100/BX		\$ 10.72
• 6cc regular tip	009959	SYR DISP 6ML ONLY REG TIP SHW 50		\$ 8.79
• 12 cc regular tip	012569	SYR DISP 12ML REG TIP SHW 80/BX		\$ 17.74
• 60cc catheter tip	019727	SYR DISP 60ML CATH TIP SHW BX20		\$ 19.80
14. Monoject needles:				
• 25G x 5/8"	004470	NDL DISP 25X5/8 251 VET SHW 100		\$ 7.81
• 22G x 1"	004472	NDL DISP 22X1 251 VET SHW 100		\$ 7.81
• 18G x 1"	004478	NDL DISP 18X1 251 VET SHW 100		\$ 8.03
15. Grooming shampoo				
• Cat and dog	030167	COCODERM SHAMPOO PVL GAL	1 gal	\$ 13.59
16. Medicated shampoo	015450	UNIVERSAL MEDICATED SHAMPOO VTO 16OZ	16oz	\$ 14.64
• Cat and dog				
Antibiotics:				
1. Clavamox	058744	AMOXI-CLAV TABS 125MG 210CT	125mg	\$ 119.54
• 125mg and 250mg	058745	AMOXI-CLAV TABS 250MG 210CT	250mg	\$ 196.87
1. Clavamox Drops	032548	CLAVAMOX DROPS 15ML ZOE EA		\$ 15.50
• 15Ml	065970	CEPHALEXIN CAP 250MG 100	250 mg 100ct cap	\$ 7.31
2. Cephalexin				

• 250mg and 500mg	066217	CEPHALEXIN CAP 500MG 100CT	500mg 100ct cap	\$ 9.07
• Doxycycline				
• 100mg	065833	DOXYCYCLINE HYCL TAB 100MG 50	50ct hycl	\$ 3.79
• Metronidazole				
• 50mg, 250mg, 500mg	061807	METRONIDAZOLE TABS 250MG 100 HER	250mg 100ct	\$ 5.78
Pain Control:				
1. Onsior 6mg	045097	ONSIOR TAB FELINE 6MG EAH 30CT		\$ 64.32
2. Metacam Suspension				
• 1.5mg/mL	056284	ELOXIORAL 1.5MG/ML SUSP 10ML PVL	10mL	\$ 11.85
3. Carprofen				
• 25mg, 75mg, 100mg	057549	CARPROFET CARPROFEN CAPTS 25MG 180	25mg 180ct	\$ 44.84
Miscellaneous Drugs:				
1. Guiafensin 100mg	030972	DIPHENHYDRAMINE CAP 25MG 100		\$ 1.96
2. Diphenhydramine 25mg				
3. Itraconazole	058689	ITRAFUNGOL SOLN 10MG/ML EAH 52ML	oral 52mL	\$ 35.15
4. Fluconazole	062187	FLUCONAZOLE ORAL SUSP 10MG/ML 35ML	oral 35mL	\$ 9.17
GI/Nutritional Support:				
1. Laxatone	012912	LAXATONE TUNA FLAVOR VTQ 2.5OZ	2.5oz	\$ 5.75
2. Pet tinic	057290	PET TINIC ZOE 1OZ	1oz	\$ 8.00
3. Nutrical for dog and cat, OR Pro	000790	NUTRI CAL SUPPLEMENT VTQ 4.25OZ	nutrical	\$ 7.36
4. FortiFlora				
• Dog and cat	033047	PPVD K9 FORTIFLORA SUPPLMT 6X30CT	dog	\$ 114.01
Eyes:				
1. Terramycin	028983	TERRAMYCIN OPHTHALMIC OINT 1/8OZ ZOE		\$ 13.50
2. Neopolybac	054807	NEOPOLYBAC OPHTH OINT B&L 3.5GM		\$ 4.42
3. Neopolydex	054809	NEOPOLYDEX OPHTH OINT B&L 3.5GM		\$ 4.73
4. Artificial tears ointment	008897	PURALUBE VET OPHTH OINT DVP 3.5GM	puralube oint	\$ 4.64
Ears:				
1. Claro	056819	CLARO OTIC SOLUTION 1ML 10CT		\$ 143.42
2. Zymox	018873	ZYMOX E W/HYDROCORTISONE 1.25 OZ	1.25oz	\$ 14.13
3. Miconahex ear flush				
Skin:				
1. Demallay spray conditioner	061094	DERMALLAY OAT COND SPRAY DVP 8OZ	8oz	\$ 7.84
2. Vetericyn wound gel	038874	VETERICYN VF HYDROGEL SPRAY 4OZ		\$ 12.89

3. Mupirocin	040157	MUPIROCIN 2% OINT 22G VET EA	\$ 6.06
Vaccines:			
1. DHPPC	011203	K9 NOBIVAC 1-DAPPVL2+CV MAH 25X1DS	\$ 265.00
2. Bordetella intranasal per tray	057234	K9 NOBIVAC INTRATR KC MAH 25X1DS	\$ 149.73
3. Bordetella injectable per tray	045526	K9 BRONCHICINE INJ BB ZOE 50X1DS	\$ 400.00
4. Rabies 1 Year	011543	RAB K9/FEL NOBIVAC 1YR 5X10DS	\$ 127.50
5. FVRCP	006427	FEL NOBIVAC 1-HCPCH MAH 25X1DS	\$ 140.00
6. Equine:			
• EWT	042008	EQU VIR VETERA EWT BI 1DS SYRINGE 1Dose	\$ 9.31
Injectable:			
1. Acepromazine 10mg/ml	003845	ACEPROJECT 50ML ACEPROMAZINE MAJ PVL	\$ 18.84
2. Atropine Sulfate 1/120grain (0.54mg/ml)	068086	ATROPINE SUL 8MG/20ML INJ 10X20ML	\$ 378.22
3. Lidocaine 2%	002468	LIDOJECT (LIDOCAINE2%) INJ 100ML PVL	\$ 2.82
4. Bupivacaine 5mg/ml	054893	BUPIVACAINE 0.5% AB 50ML	\$ 2.75
5. Calcium glucinate	002453	CAL NATE 1069 CA GLUC PVL 500ML	\$ 4.24
6. Diphenhydramine 50mg/ml	066275	DIPHENHYDRAMINE HCL 50MG/ML INJ 10ML	\$ 13.60
7. Propofol 200mg/20ml	054899	PROPOFOL INJECT 10MG/ML 5X20ML HOS	\$ 11.78
8. Dexdomitor 0.5mg/ml	034362	DEXDOMITOR INJ ZOE 10ML	\$ 179.00
9. Antisedan 5mg/ml	034363	ANTISEDAN INJ ZOE 10ML	\$ 198.60
10. Covernia 80mg/ml	045533	CONVENIA INJ VIAL ZOE 10ML	\$ 308.90
11. Cerenia 10mg/ml			
12. Ostiften 50mg/ml			
13. Onsior 2mg/ml	058690	ONSIOR INJ 20MG/ML CAN/FEL EAH 20ML	\$ 121.47
14. Oxytocin	034974	OXYTOCIN 20 USP/ML 100ML PVL	\$ 5.60
15. Metronidazole 5mg/ml	054886	METRONIDAZOLE INJ 500MG 100ML	\$ 1.57
Parasite Control:			
1. Revolution Plus			
2.8-5.5, Gold	067956	REVOLUTION PLS CAT 5.5LB GOLD 5X6DS*	5x6
5.6-11	067958	REVOLUTION PLS CAT 11LB ORNG 5X6DS *	5x6
11.1-22	067960	REVOLUTION PLUS CAT 22LB GRN 5X6DS *	5x6
2. Sentry			
3. Simparica			
2.8-5.5, yellow	058769	SIMPARICA K9 5MG 5.5LB YEL 10X3DS	10x3
5.6-11 purple	058770	SIMPARICA K9 10MG 11LB PUR 10X3DS	10x3

11. 1-22, orange	058771	SIMPARICA K9 20MG 22LB ORNG 10X3DS	10x3	\$ 282.50
22. 1-44, teal	058772	SIMPARICA K9 40MG 44LB TEAL 10X3DS	10x3	\$ 306.50
44. 1-88, green	058773	SIMPARICA K9 80MG 88LB GRN 10X3DS	10x3	\$ 315.50
88. 1-132, brown	058774	SIMPARICA K9 120MG 132LB BRN 10X3DS	10x3	\$ 319.50
4. Frontline spray	019064	ARA FRONTLINE SPRAY 6X250ML	250ml	\$ 143.52
5. Capstar Blue	041050	CAPSTAR 2-25LB BLUE 11.4MG 10X6DS	10x6	\$ 225.00
6. Capstar Green	041051	CAPSTAR 25LB+ GREEN 57MG 10X6DS	10x6	\$ 233.71
Arthelminthic:				
1. Panacur Granules	0011557	PANACUR K9 GRANULES NAT 1#	22% 1lb	\$ 349.80
Yellow, 1G	025258	PANACUR C 1GM YELLOW 10X3 PK	10x3	\$ 41.80
Green, 2G	025259	PANACUR C 2GM GREEN 10X3 PK	10x3	\$ 63.60
Orange, 4G	025260	PANACUR C 4GM ORANGE 10X3 PK	10x3	\$ 101.01
2. Panacur Suspension	0011555	PANACUR SUSP 10% 40DS 1L *	1L	\$ 117.75
3. Pyrantel Pamoate 50mg/mL	011259	PYRANTEL PAMOATE 50MG/ML ORL 473.2ML	16oz	\$ 13.81
4. Albon Suspension 50mg/mL	045522	ALBON ORAL SUSP 5% ZOE 16OZ	16oz	\$ 72.55
5. Albon tablets 250mg	057081	ALBON TAB 250MG ZOE 50QCT	500ct	\$ 160.25
6. Ivermectin paste	021532	PARID EQ PASTE 1.87% PVL 1 DOSE		\$ 2.91
7. Droncit for dogs	033780	DRONCIT K9 TABS 34MG BAH 50CT		\$ 195.52
8. Droncit for cats/Profender	033782	DRONCIT FELINE TABS 23MG BAH 50CT		\$ 187.03

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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**

## PROPOSAL REQUIREMENTS

**Bidder shall initial all pages and return where the Bid Document denotes**

**"BIDDER'S INITIALS: \_\_\_\_\_"**

**A. DEFINITIONS:**

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

**B. PROPOSAL SUBMISSION:**

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. 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.

**C. BASIS OF PROPOSAL AWARD:**

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

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 proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

**D. PROPOSAL PREPARATION:**

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed.
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
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.

**E. MODIFICATION OR WITHDRAWAL OF PROPOSALS:**

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

**F. LATE PROPOSALS:**

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

**G. 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.

**H. MATERIAL AVAILABILITY:**

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor 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.

**I. ALTERNATE PROPOSALS:**

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

**J. INCORPORATION OF DOCUMENTS:**

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, 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.

**K. ADDENDA:**

Addenda to proposal 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 proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**L. 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 it's 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 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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



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

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

## **B. RESPONSIBILITIES OF DHS**

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

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

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

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

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

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

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

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records



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

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as



described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

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

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

9. The Employer agrees to follow appropriate procedures (see Article III, below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B, below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the



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

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

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

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

14. The Employer acknowledges that the information which it receives from SSA is governed



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

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

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

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

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

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing



employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

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

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

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

## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative



nonconfirmation.

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

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

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

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

## ARTICLE IV

### SERVICE PROVISIONS

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

## ARTICLE V

### PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

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



may negatively affect its performance of its contractual responsibilities.

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

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

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

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

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

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



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 **Butler Animal Health Supply, LLC**

**Melissa Overberg** Director, Human Resources

Name (Please Type or Print)

Title

April 3, 2019

Signature

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

Signature

Date



## Information Required for the E-Verify Program

**Information relating to your Company:**

Company Name: Butler Animal Health Supply, LLC

**Company Facility Address:** 400 Metro Place North

Dublin, OH 43017

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

**County or Parish:** Franklin

**Employer Identification  
Number:** 371507466

North American Industry  
Classification Systems  
Code: 423

**Parent Company: Covetrus**

**Number of Employees: 1160**

**Number of Sites Verified**  
for: Dublin, OH and Ft Worth, TX

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

**Ohio, Texas**



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

**START\_POC\_LIST**

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

Henry Schein Animal Health  
Company Name

SH  
Signature  
Sean Henderson  
Print

County of Jefferson, State of Missouri

Dennis Gannon  
Dennis Gannon J. County Executive

Company Address: \_\_\_\_\_  
400 North Metro Place  
Dublin, OH 43017  
Phone: (855) 724-3461

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.

Kisty Appel  
County Auditor

APPROVED AS TO FORM

SH  
County Counselor

## COOPERATIVE BID FORM

Bid Name: 19-0034 - Animal Control Medical Supplies 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  X   \*depending upon the entity, a new contract may be needed

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

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

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

MINIMUM DOLLAR VALUE PER ORDER:   \$ 100.00  

BY: Sean Henderson

TITLE: CFO

COMPANY: Henry Schein Animal Health

### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone (855) 724-3461 E-mail biddesk@hanscheinvet.com

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

# **HENRY SCHEIN®**

## **ANIMAL HEALTH**

April 1, 2019

Vickie Pratt  
Jefferson County  
729 Maple St/PO BOX 100  
Hillsboro, MO 63050

Dear Vickie,

We are in receipt of your RFQ Bid # 19-0034, and Henry Schein Animal Health is pleased to provide you with the attached bid for veterinary drugs and supplies.

The following points are to further explain the conditions with which we are able to make an offer on this bid that differ on some points from your contract conditions.

Henry Schein Animal Health cannot agree to hold the price fixed for the duration requested, as there is the possibility of Supplier price increases from our Manufacturer partners throughout 2019. We unfortunately have not been notified of all of the increases yet. As such, Henry Schein Animal Health is offering this bid with "prices subject to change", with the expectation that we will have the ability to update pricing throughout the contract period as needed. That said, we will always try to limit the price changes whenever possible.

We will continue to actively work together to find added savings on private label options we offer, as well as presenting various economical alternatives to any items which are no longer available through distribution.

We hope that our offer is given your consideration as we know we can offer you significant savings. Please let me know if you have any questions or need clarifications on anything we have submitted.

Thank you for your business,

Jason Lambie  
Bids and Contracts Supervisor  
Henry Schein Animal Health  
JLambie@henryscheinvet.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/02/2019

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 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 Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 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 #
INSURED Covetrus, Inc. Custom House Square 7 Custom House Street Portland ME 04101 USA	INSURER A: Noetic Specialty Insurance Co	17400
	INSURER B: Liberty Insurance Corporation	42404
	INSURER C: Liberty Mutual Fire Ins Co	23035
	INSURER D: National Fire & Marine Ins Co	20079
	INSURER E:	
	INSURER F:	

## COVERAGE(S)

CERTIFICATE NUMBER: 570075784797

## 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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		TB2621095316029	02/07/2019	02/07/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
C	AUTOMOBILE LIABILITY  X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-621-095316-019	02/07/2019	02/07/2020	COMBINED SINGLE LIMIT (Ex accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR  EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input checked="" type="checkbox"/> RETENTION \$75,000		42UM030712701	02/07/2019	02/07/2020	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
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 <input checked="" type="checkbox"/> N N/A	WA762D095316039 (AOS) WC7621095316049 (WI)	02/07/2019	02/07/2020	X 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
A	Products Liab		N19ME380001 Claims Made	02/07/2019	02/07/2020	Aggregate \$10,000,000 Deductible \$500,000

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

RE: Animal Control Medical Supplies 2019.

Holder Identifier :

Certificate No : 570075784797

## CERTIFICATE HOLDER

## CANCELLATION

County of Jefferson 729 Maple Street PO Box 100 Hillsboro MO 63050 USA	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>Aon Risk Services Northeast, Inc.</i>



**HENRY SCHEIN®**  
ANIMAL HEALTH

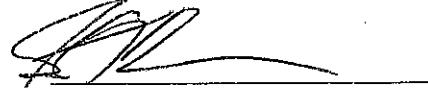
State of Ohio \_\_\_\_\_  
\_\_\_\_\_  
County of Franklin \_\_\_\_\_  
ss.

Comes now Sean Henderson (name) the CFO (title) of the company

Henry Schein Animal Health (name of company) being first duly sworn,  
under oath, and states that the following information is within his personal knowledge and belief:

Henry Schein Animal Health does not own any real or personal property in Jefferson County,  
Missouri.

Signature



Address

400 North Metro Place

Dublin, OH 43017

SUSCRIBED AND SWORN TO before me this 1<sup>st</sup> day of April, 20 19

Brenda L. Needham,  
NOTARY PUBLIC FOR OHIO

My Commission Expires: 4/8/24



BRENDA L. NEEDHAM  
Notary Public, State of Ohio  
My Commission Expires 04-08-24



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

PENGAD 800-531-6083

EXHIBIT

A2

**BID #:** 19-0034

**Request for Proposal:** ANIMAL CONTROL MEDICAL SUPPLIES **Date Issued:** 3-6-2019  
2019

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 9, 2019, AT 2:00 P.M. LOCAL TIME.

<b>Specification Contact:</b>	BETH STEINNED Department of Animal Control 636-797-6414 bsteinnerd@jeffcomo.org
<b>Contract Contact:</b>	VICKIE PRATT Department of Administrative Services 636-797-5380

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

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

**Contract Term:**  
ONE YEAR CONTRACT  
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 Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor Information:**

<i>Company Name</i>	<i>Authorized Agent (Print)</i>
<u>Elanco Animal Health</u>	<u>Dieter Keylon</u>
<i>Address</i>	<i>Signature</i>
<u>2500 Innovation Way</u>	<u>Dieter</u>
<i>City/State/Zip Code</i>	<i>Title</i>
<u>Greenfield IN 46140</u>	<u>shelter Manager</u>
<i>Telephone #</i>	<i>Date</i>
<u>800-792-8977</u>	<u>4/4/19</u>
<i>E-mail</i>	<i>Tax ID #</i>
<u>elancovet@elanco.com</u>	<u>56-2002553</u>
	<i>Fax #</i>
	<u>317-651-1636</u>
	<u>Fax #</u>

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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**



## PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: JK"

**A. DEFINITIONS:**

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

**B. PROPOSAL SUBMISSION:**

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. 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.

**C. BASIS OF PROPOSAL AWARD:**

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

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 proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

**D. PROPOSAL PREPARATION:**

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
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.

**E. MODIFICATION OR WITHDRAWAL OF PROPOSALS:**

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

**F. LATE PROPOSALS:**

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

**G. 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.

**H. MATERIAL AVAILABILITY:**

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor 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.

**I. ALTERNATE PROPOSALS:**

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

**J. INCORPORATION OF DOCUMENTS:**

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, 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.

**K. ADDENDA:**

Addenda to proposal 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 proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**L. 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 it's 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 statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

**M. PROPOSAL OPENINGS:**

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

**N. PROPOSAL TABULATIONS:**

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org), under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

**PROPOSAL FORM AND CONTRACT**

**A. PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

**B. 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 may be 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.**

**C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

**D. PRICE:**

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal 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 vendor'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. **Proposal 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.**

**E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Vendor 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. Vendor shall include proof of compliance with the Act with the proposal.

**F. 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.

**H. 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.

**I. 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.

**J. PAYMENT:**

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

**K. 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.

**L. DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal 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.

**M. 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.

**N. 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.

**O. CHOICE OF LAW:**

This proposal 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.

**P. TERMINATION:**

1. 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. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. 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.
3. 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.
4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
  - a. If supplier fails to deliver the items required by the contract within the time specified; or
  - b. 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.
  - c. 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.

**Q. 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 proposal form.

**R. CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal 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.

**S. 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.

**T. 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.

**U. 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.



**V. APPROVAL:**

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

**W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate:  Individual:  Partnership:  Corporation.

Incorporated in the State of Indiana.

**X. 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.

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

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT [WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG) LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION**  
**CONTACT**

**BETH STEINNERD – JEFFERSON COUNTY ANIMAL CONTROL**  
**636-797-6414**

*OK*

## 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 Elanco/Dieter Keylen (Name of Business Entity Authorized Representative) as Shelter Manager (Position/Title) first being duly sworn on my oath, affirm Elanco US, INC. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Bid 19-0034 (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 Elanco (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 Elanco (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.)*

Dieter Keylen  
Authorized Representative's Signature

Dieter Keylen  
Printed Name

Shelter Manager 4/4/19  
Title Date

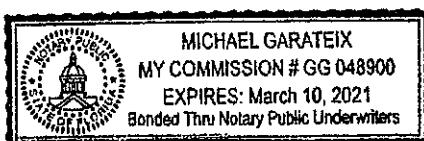
Subscribed and sworn to before me this 5<sup>th</sup> of April, 2019 I am  
(DAY) (MONTH, YEAR)

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

Florida, and my commission expires on 3/10/2021  
(NAME OF STATE) (DATE)

B. Garateix  
Signature of Notary

4/15/2019  
Date



## **AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

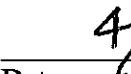
### **CURRENT BUSINESS ENTITY STATUS**

I certify that Elanco US, 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.

Dieter Keylon  
Authorized Business Entity  
Representative's Name  
(Please Print)

   
Authorized Business Entity  
Representative's Signature

Elanco US, Inc.  
Business Entity Name

   
Date

4/4/19

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

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

AND

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



## SPECIFICATIONS

Generic equivalent pricing will be accepted. Please specify which generic coincides with the product listed.

### **Shelter Supplies and Equipment:**

1. Chlorhexidine scrub – gallon	\$ _____
2. Fecal diagnostic kits – 100ct box	\$ _____
3. Microscope slides Clear – 100ct box	\$ _____
4. Fluorescein strips – box	\$ _____
5. Schirmer tear test strips	\$ _____
6. Idexx heartworm tests – 100ct box	\$ _____
7. Idexx SNAPP FIV,FeLv, Hw tests	\$ _____
8. Idexx Parvovirus tests	\$ _____
9. Lactated ringers – box of 12	\$ _____
10. Blood tubes – Serum	\$ _____
11. Blood tubes – red top	\$ _____
12. Blood tubes – Purple top	\$ _____
13. Monoject syringes:	
• 1cc with 25G needle	\$ _____
• 3cc with 22G needle	\$ _____
• 3cc without needle	\$ _____
• 6cc regular tip	\$ _____
• 12 cc regular tip	\$ _____
• 60cc catheter tip	\$ _____

**14. Monoject needles:**

- 25G x 5/8"
- 22G x 1"
- 18G x 1"

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**15. Grooming shampoo**

- Cat and dog

\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**16. Medicated shampoo**

- Cat and dog

\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**Antibiotics:**

**1. Clavamox**

- 125mg and 250mg

\$ \_\_\_\_\_

**1. Clavamox Drops**

- 15ML

\$ \_\_\_\_\_

**2. Cephalexin**

- 250mg and 500mg

\$ \_\_\_\_\_

**• Doxycycline**

- 100mg

\$ \_\_\_\_\_

**• Metronidazole**

- 50mg, 250mg, 500mg

\$ \_\_\_\_\_



### Pain Control:

1. Onsior 6mg
2. Metacam Suspension
  - 1.5mg/mL
3. Carprofen
  - 25mg, 75mg, 100mg

\$ 49.74

\$ \_\_\_\_\_

\$ \_\_\_\_\_

### Miscellaneous Drugs:

1. Guiafensin 100mg
2. Diphenhydramine 25mg
3. Itraconazole
4. Fluconazole

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

### GI/Nutritional Support:

1. Laxatone – Tuna flavor
2. Pet tinic
3. Nutrical for dog and cat, OR Pro-pectalin
4. FortiFlora
  - Dog and cat

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Eyes:**

1. Terramycin	\$ _____
2. Neo-poly-bac ointment – per tube	\$ _____
3. Neo-poly-dex ointment – per tube	\$ _____
4. Artificial tears ointment	\$ _____

**Ears:**

1. Claro	\$ _____
2. Zymox-HC1%	\$ _____
3. Miconahex ear flush	\$ _____

**Skin:**

1. Demallay spray conditioner – per bottle	\$ _____
2. Vetericyn wound gel	\$ _____
3. Mupirocin	\$ _____

**Vaccines:**

1. DHLPPC <i>Calom</i> – per tray	\$ 129.75
2. Bordetella <i>Lepto</i> intranasal per tray	\$ 68.25
3. Bordetella injectable per tray	\$ _____
4. Rabies 1 Year – 50 ct tray	\$ 56.00
5. FVRCP – per tray	\$ 63.00
6. Equine:	\$ _____
• EWT-Rhino-flu-WN	\$ _____

## Injectable:

1. Acepromazine 10mg/mL \$
2. Atropine Sulfate 1/120 grain (0.54mg/mL) \$
3. Lidocaine 2% - per bottle \$
4. Bupivacaine 5mg/mL \$
5. Calcium glucinate \$
6. Diphenhydramine 50mg/mL \$
7. PropoFlo 200mg/20mL \$
8. Dexdomitor 0.5mg/mL \$
9. Antisedan 5mg/mL \$
10. Covenia 80mg/mL \$
11. Cerenia 10mg/mL \$
12. Ostifen 50mg/mL \$
13. Onisor 2mg/mL *20 mg/ml 20 ml/vial*  
*we make it.* \$ *91.10*
14. Oxytocin \$
15. Metronidazole 5mg/mL \$

## Parasite Control:

1. Revolution Plus – Cat all sizes \$
2. Sentry – dog all sizes \$
3. Simparica – dog all sizes *Eqivalent*  
*Credelio* \$ *6-12 lb \$8.44 dose*  
*12-25 lb \$8.54 dose*  
*25-50 lb \$8.75 dose*  
*50-100 lb \$8.97 dose*
4. Frontline spray \$
5. Capstar Blue *60 dose bulk* \$ *\$165.64*
6. Capstar Green *60 dose bulk* \$ *175.80*

**Anthelmintic:**

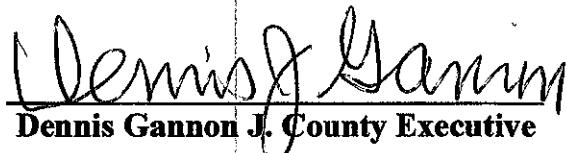
1. Panacur Granules	\$ _____
2. Panacur Suspension	\$ _____
3. Pyrantel Pamoate 50mg/mL	\$ _____
4. Albon Suspension 50mg/mL	\$ _____
5. Albon tablets 250mg	\$ _____
6. Ivermectin paste – tube	\$ _____
7. Droncit for dogs	\$ _____
8. Droncit for cats/Profender	\$ _____

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

\_\_\_\_\_  
**Company Name**

County of Jefferson, State of Missouri

\_\_\_\_\_  
**Signature**

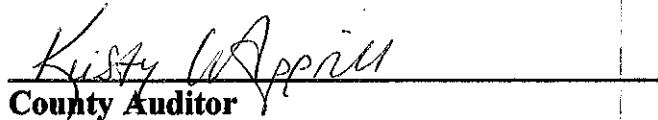
  
Dennis Gannon J. County Executive

\_\_\_\_\_  
**Print**

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

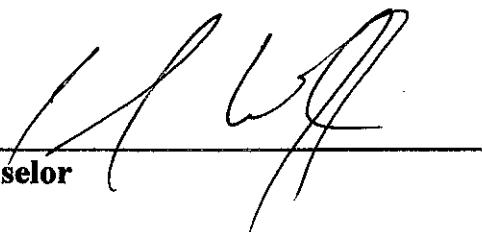
\_\_\_\_\_  
**Phone:** \_\_\_\_\_

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: Elanco Animal Health #19-0034

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

### COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes  No \_\_\_\_\_

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

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

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

**MINIMUM DOLLAR VALUE PER ORDER:** \$ 250.00 will work on exceptions

BY: Dieter Keylon

TITLE: Shelter Manager

COMPANY: Elanco Animal Health

### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 215-933-9 E-mail Keylon-dieter-gunther@elanco.com

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



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/08/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>MJ Insurance, Inc.</b> PO Box 3430 Carmel, IN 46082-3430 317 805-7500	CONTACT NAME: <b>MJ Insurance, Inc.</b>	
	PHONE (A/C, No, Ext): <b>317 805-7542</b>	FAX (A/C, No): <b>317 805-7515</b>
INSURED <b>Elanco Animal Health Incorporated</b> 2500 Innovation Way Greenfield, IN 46140	E-MAIL ADDRESS: <b>certificate@mjinsurance.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Liberty Mutual Fire Insurance Company</b>	<b>23035</b>
	INSURER B : <b>LM Insurance Corporation</b>	<b>33600</b>
	INSURER C : <b>Liberty Insurance Corporation</b>	<b>42404</b>
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
<p>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.</p>								
INSR LTR	TYPE OF INSURANCE	ADDL SUB INSR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		<b>TB2641445381049</b>	<b>01/01/2019</b>	<b>01/01/2020</b>	EACH OCCURRENCE	<b>\$2,000,000</b>	
	DAMAGE TO RENTED PREMISES (ea occurrence)					<b>\$300,000</b>		
	MED EXP (Any one person)					<b>\$5,000</b>		
	PERSONAL & ADV INJURY					<b>\$2,000,000</b>		
	GENERAL AGGREGATE					<b>\$4,000,000</b>		
	PRODUCTS - COMP/OP AGG					<b>\$4,000,000</b>		
OTHER:								
<b>A</b>	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY  <input checked="" type="checkbox"/> HIRED AUTOS ONLY		<b>AS2641445381019</b>	<b>01/01/2019</b>	<b>01/01/2020</b>	COMBINED SINGLE LIMIT (ea accident)	<b>\$2,000,000</b>	
	BODILY INJURY (Per person)					\$		
	BODILY INJURY (Per accident)					\$		
	PROPERTY DAMAGE (Per accident)					\$		
						\$		
						\$		
	<input type="checkbox"/> UMBRELLA LIAB  <input type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE	\$	
	CLAIMS-MADE							
	DED					RETENTION \$		
<b>B</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<b>Y/N</b>	<b>WA564D445381079</b>	<b>01/01/2019</b>	<b>01/01/2020</b>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							<input checked="" type="checkbox"/> N
								N/A
	WC7641445381069							
	3A ST ALL EXCEPT:							
	3C ST EXCLUDES:							
<b>C</b>	ND, OH,	<b>ND, OH, PR, WA, WY</b>	<b>ND, OH, PR, WA, WY</b>	<b>01/01/2019</b>	<b>01/01/2020</b>	E.L. EACH ACCIDENT	<b>\$1,000,000</b>	
	PR, WA, WY							
	E.L. DISEASE - EA EMPLOYEE					<b>\$1,000,000</b>		
	PR, WA, WY							
	E.L. DISEASE - POLICY LIMIT					<b>\$1,000,000</b>		

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

CERTIFICATE HOLDER

CANCELLATION

\*\*SPECIMEN\*\*

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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