

ORDINANCE NO.: 19-

0408

Groetene

**WHEREAS**, after reviewing the bids and proposals set forth above, the Department of County Services and Code Enforcement, Division of Animal Control has

**FILED**

Page 1 of 5

AUG 30 2019

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

Jefferson County, Missouri  
Contract# 19-0005

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

3 **WHEREAS**, the Department of County Services and Code Enforcement, Division  
4 of Animal Control recommends the portion of the bid awarded to Snyder Mfg. Co. to  
5 include roughly 16 double stacked cat condo units, as well as 24 adoptable dog runs, and  
6 12 half isolation runs.; and the portion of the bid being awarded to Mason Co. will include  
7 24 double stacked cat condo units; and

8 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest  
9 of the County to award the bids and proposals to Snyder Mfg. Co. and Mason Co. for a  
10 term from date of approval to 8-25-2020 upon approval by the County Council and County  
11 Executive for **up to \$212,000.00 per term, for total amount not to exceed \$212,000.00**  
12 **for the term**, subject to budgetary limitations.

13 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**  
14 **AS FOLLOWS:**

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

18 BID NAME  
19 Rebid Cat & Dog Kennels for the Animal Resource Center 2019

20 TERM  
21 date of approval to 8-25-2020

22 Upon approval by the County Council and County Executive

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**for total amount not to exceed \$212,000.00 for the term,**

### AWARDED BIDDERS

Mason Co. (A2)

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

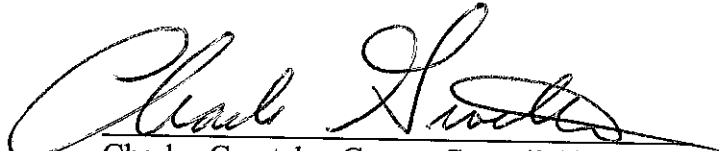
Page 3 of 5

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

Council Member District 1, Brian Haskins	<u>Absent</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 26<sup>th</sup> DAY OF August, 2019:**

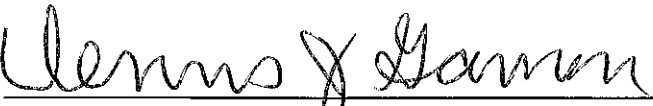
✓ **PASSED**             **FAILED**

  
Charles Groeteke, County Council Chair


  
Pat Schlette, Council Executive Assistant

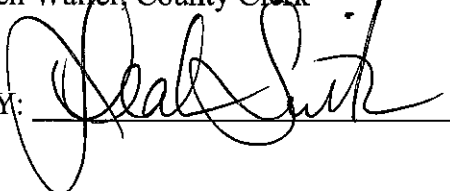
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY  
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,  
MISSOURI, THIS 29<sup>th</sup> DAY OF August, 2019.

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

  
Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

  
Ken Waller, County Clerk

BY: 

Reading Date: 08-26-2019



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

BID #: 19-0065

Request for Proposal: **REBID CAT & DOG KENNELS FOR THE  
ANIMAL RESOURCE CENTER 2019**

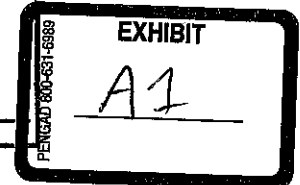
Date Issued: 6-18-2019

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, JULY 16, 2019, AT 2:00 P.M. LOCAL TIME.

Specification  
Contact:

BETH STEINNERD  
Department of Animal Control  
636-797-6414  
bsteinnerd@jeffcomo.org

**ORDINANCE**  
No. 19-0408



Contract  
Contact:

VICKIE PRATT  
Department of Administrative Services  
636-797-5380

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

SAMPLE ENVELOPE

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

Snyder Mfg. Co.	Ralph Ihde
Company Name	Authorized Agent (Print)
2077 Hwy. 102	
Address	Signature
New Sharon, IA 50207	Account Manager
City/State/Zip Code	Title
800/631-4101 x 30	7/11/19 84-0531039
Telephone #	Date Tax ID #
rihde@snydermfg.com	
E-mail	Fax #

## TABLE OF CONTENTS:

Legal Notice and Request for Proposal	Page 1
Table of Contents	Page 2
Proposal Requirements	Page 3
Proposal Form and Contract	Page 5
Affidavit	Page 9
Specifications	Page 11

### **\*REQUIRED DOCUMENTS\***

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

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

## PROPOSAL REQUIREMENTS

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

"BIDDER'S INITIALS: RI "

### 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. ☒ Required ☐ Not Required **Comprehensive General Liability Insurance**

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

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

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

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

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

**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.jeffcommo.org](http://www.jeffcommo.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.

**H. 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 Colorado

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

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

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Snyder Mfg. Co. (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.

Ralph Ihde

Authorized Business Entity  
Representative's Name  
(Please Print)



Authorized Business Entity  
Representative's Signature

Snyder Mfg. Co.

Business Entity Name

7/11/19

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

## Cat Condos

24 double stacked cat kennels consisting of living unit with bench and adjacent food/litter area.

- Individual kennel's dimensions:
  - 36-40" wide
  - 25-40" tall
  - 25-30" deep

## Adoptable Dog Housing

20 dog kennels a minimum of 72" high with the ability to mount guillotine doors. Full glass doors with no top.

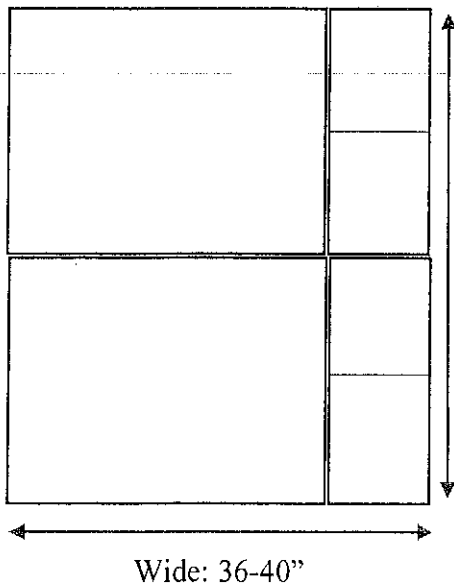
- Four feet wide, 10 feet long. With ability to mount a guillotine door within the length.
- Fixed food and water bowl panel in door

## Isolation Dog Housing

10 dog kennels a minimum of 72" high with the ability to mount guillotine doors. Metal grille door and top.

- Four feet wide, 10 feet long. With ability to mount a guillotine door within the length.
- Fixed food and water bowl panel in door

Comparable products will be accepted if accompanied by drawings and dimensions.





## PRICING PAGE

COST PER DOUBLE STACKED CAT CONDO UNIT \$ 2403.08

TOTAL COST FOR TWENTY-FOUR (24) DOUBLE  
STACKED CAT CONDO UNITS \$ 57,673.92 with 50% dep. and bal. prior to shipment

COST PER ADOPTABLE DOG KENNEL \$ 2,455.02

TOTAL COST FOR TWENTY (20) ADOPTABLE DOG  
KENNELS \$ 49,100 with 50% dep. and bal. prior to shipment

COST PER ISOLATION DOG KENNEL \$ 3028.88

TOTAL COST FOR TEN (10) ISOLATION DOG  
KENNELS \$ 30,288.88 with 50% dep. and bal. prior to shipment

## INSTALLATION PRICING

TOTAL INSTALLATION COST FOR TWENTY -FOUR  
(24) DOUBLE STACKED CAT CONDO UNITS. \$ NA Shipped assembled


TOTAL INSTALLATION COST FOR TWENTY (20)  
ADOPTABLE DOG KENNELS \$ 17785 for both adoptable & Isolation included

TOTAL INSTALLATION COST FOR TEN (10)  
ISOLATION DOG KENNELS \$

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

Snyder Mfg. Co  
\_\_\_\_\_  
Company Name

County of Jefferson, State of Missouri

  
\_\_\_\_\_  
Signature  
Ralph JHde

  
\_\_\_\_\_  
Dennis Gannon J. County Executive

\_\_\_\_\_  
Print

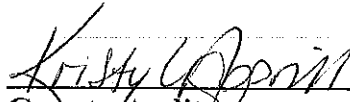
Company Address: \_\_\_\_\_

2077 Hwy. 102  
\_\_\_\_\_

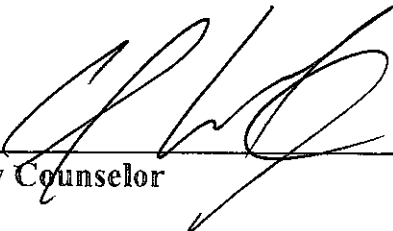
New Sharon, IA 50207  
\_\_\_\_\_

Phone: 800/631-4101 x 30  
\_\_\_\_\_

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: Rebid Cat & Dog Kennels For The Animal Resource Center 2019

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

### COOPERATIVE PROCUREMENT CONTRACT

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

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

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

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: \$ \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

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



6228 S. TROY CIRCLE CENTENNIAL, CO 80111-6422

## East Plant

2077 Hwy 102  
New Sharon, IA 50207  
(800) 631-4101  
(641) 637-4101  
Fax: (641) 637-4103

# Quotation

Page 1 of 1

Quote #: 67674

Quote Date: 07/10/19

Print Date: 07/11/19

### BILL TO

Jefferson County Animal Control  
7105 Shelter Road  
Barnhart, MO 63012

### SHIP TO

Jefferson County Animal Control  
7105 Shelter Road  
Barnhart, MO 63012

bstennerd@jeffcomo.org

Tel: 636/797-5577

Fax:

Snyder Rep: Ralph Ihde 1 (800) 631-4101 rihde@snydermfg.com

Your PO	Order Date	Est. Ship Date	Ship Via	Ordered By
	00/00/00	00/00/00	Old Dominion	Beth Steinnerd

Qty	UM	Product Name	Unit Price	Discount	Sell	Extended
0 ea.		Shipping Terms-DOOR TO DOOR	0.00	0.00 %	0.00	0.00
Freight Delivery is DOOR TO DOOR. The client is responsible for getting the materials from the truck into the facility. WHITE GLOVE SERVICE is available. Discounts do not apply to accessories or installation. *The Estimated Ship date of this order will be 8 weeks from the receipt of the 50% Deposit and signed copies of the Purchase Terms & Conditions, Run Specification Sheet, and Run Drawing*						
60 ea		Run gate-4 ft. w/glass	\$932.00	18.00 %	\$764.24	\$45,854.40
18 ea.		Run panel-6 ft. w/bar grille PC	\$838.00	18.00 %	\$687.16	\$12,368.88
34 ea.		Run panel-4 ft. w/bar grille PC	\$559.00	18.00 %	\$458.38	\$15,584.92
30 ea		Run guillotine door w/ weighted dual opening	\$301.00	0.00 %	\$301.00	\$9,030.00
18" x 26" door (finished wall opening is 16" x 24") Weighted style (counter weight, two sided opening) guillotine doors.						
30 ea.		Run KG dual swivel feeder	\$195.00	0.00 %	\$195.00	\$5,850.00
Includes: 1-2 qt pail with 1-1 qt bowl						
320 sq ft		Run Grille Top-3" Rod Spacing	\$14.00	0.00 %	\$14.00	\$4,480.00
20ea. 4' x 4': 320 sft						
60 ea		Run card holder 5x7	\$9.00	0.00 %	\$9.00	\$540.00

### Special Instructions

DISCOUNTED PRICE IS FOR 50% DEPOSIT AND BALANCE PRIOR TO SHIPMENT TERMS. IF NET 30 TERMS REQUIRED, THEN DISCOUNT WILL BE REMOVED.

Color: Undecided, (Snyder Selections)

Hinge: As per drawing

Total	Discount	Subtotal	Tax	Freight	Handling	Quote Total
\$109,910.00	\$16,201.80	\$93,708.20	\$0.00	\$2,542.80	\$1,460.00	\$97,711.00
Shipment Weight: 9302					50% upon Order/50% before ship 00/00/00	

IT IS AGREED THAT DELIVERY TO CARRIER BY SELLER CONSTITUTES DELIVERY AND TRANSFER OF TITLE AND POSSESSION TO THE BUYER. CLAIMS FOR LOSS OR DAMAGE SHOULD BE PROMPTLY PRESENTED TO CARRIER. NO MERCHANDISE TO BE RETURNED WITHOUT OUR PERMISSION. MAKE NO DEDUCTIONS FROM THIS INVOICE. IF THE INVOICE IS INCORRECT, PLEASE RETURN IT AT ONCE. BUYER IS RESPONSIBLE FOR ALL COSTS OF COLLECTIONS AND ATTORNEY'S FEES RESULTING FROM NON-PAYMENT OF THIS INVOICE.

GRAY - QUOTE   GREEN-CONFIRMATION   PINNK-REMITTANCE   GOLD-UPDATES/CHANGES   WHITE-FINAL



RALPH IHDE, ACCOUNT EXECUTIVE  
2077 HWY. 102 • NEW SHARON, IA 50207  
800/631-4101 EXT. 30 • rihde@snydermfg.com

7/10/19

## Jefferson County Animal Control

Beth Steinnerd  
7105 Shelter Road  
Barnhart, MO 63012  
636/797-5577  
bstennerd@jeffcommo.org



Full Height Wall

Adoptable Dogs 183B

All glass doors

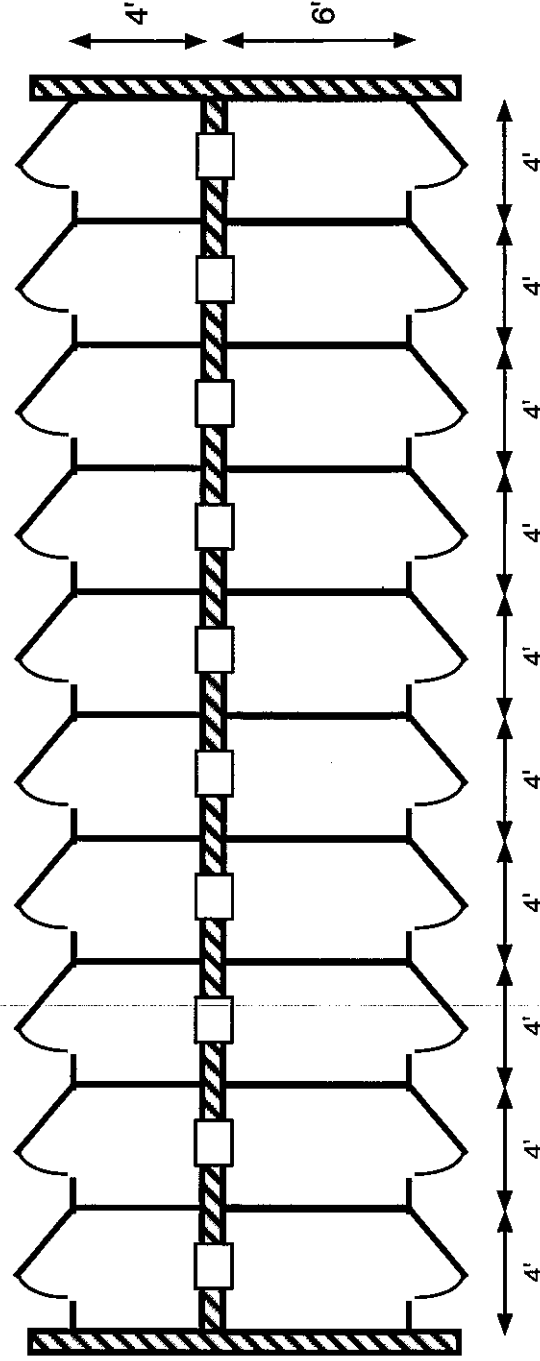
Panels: 48"(h) with 26"(h) bar grilles

Double opening guillotine doors

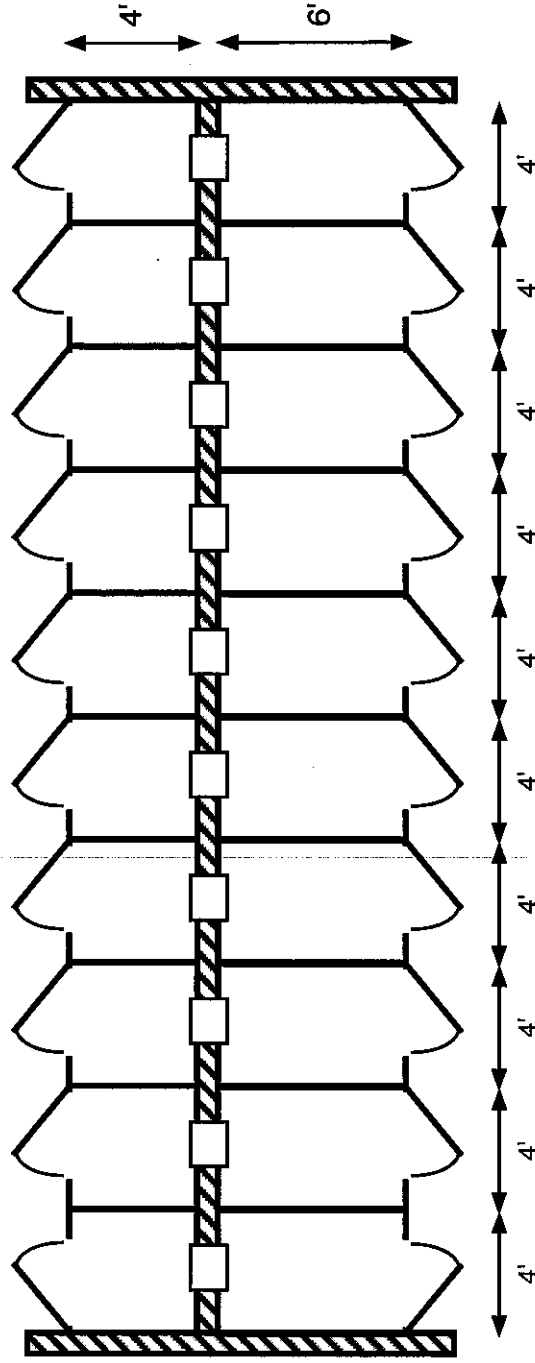
Feeders on 4'(d) side, solid around feeder

No back or end panels

USE EXISTING WALLS



Adoptable Dogs 182B  
 All glass doors  
 Panels: 48"(h) with 26"(h) bar grilles  
 Double opening guillotine doors  
 Feeders on 4'(d) side, solid around feeder  
 No back or end panels  
 USE EXISTING WALLS



## Quarantine Bite Dogs 141 A&B

All glass doors

Panels: 48"(h) with 26"(h) bar grilles

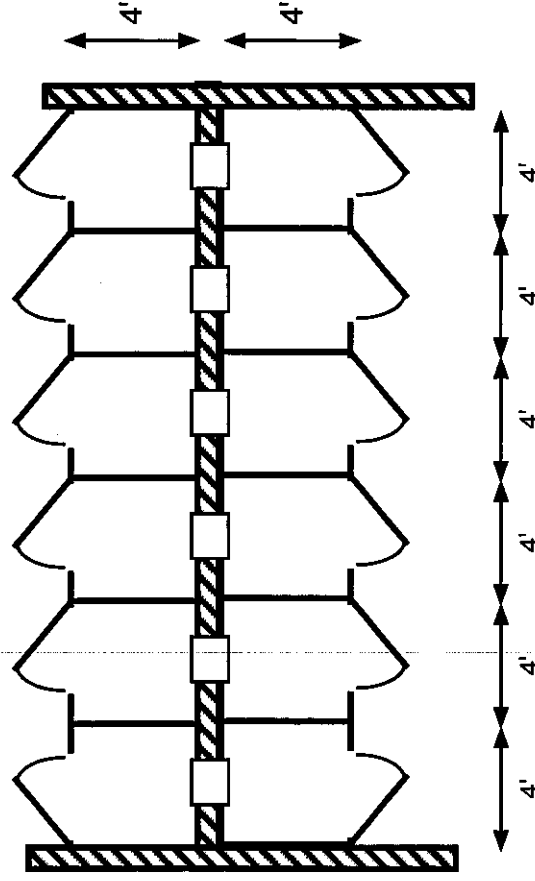
Double opening guillotine doors

Feeders on one 4'(d) side

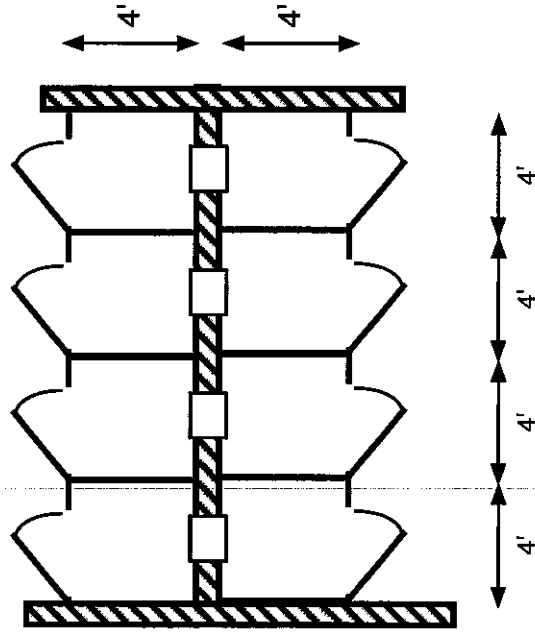
Grille Tops

No back or end panels

USE EXISTING WALLS



Isolation Dogs 138 A&B  
 All glass doors  
 Panels: 48"(h) with 26"(h) bar grilles  
 Double opening guillotine doors  
 Feeders on one 4'(d) side  
 Grille Tops  
 No back or end panels  
 USE EXISTING WALLS





## **FIVE-YEAR LIMITED WARRANTY – KENNEL RUNS ONLY**

For FIVE (5) years from the date of purchase within the United States of America, its possessions and territories, SNYDER MFG. CO. will, at its option, repair or replace, for the original purchaser, free of charge, any part or parts of its KENNEL RUN SYSTEMS, which are found to be defective in material or workmanship. This warranty covers Kennel Runs which have been operated and maintained in accordance with the instructions provided, and which have not been subject to misuse, abuse, neglect, accident, improper installation, improper maintenance, alteration, re-installation, or use outside an appropriately ventilated/heated building which is in good repair.

How to obtain service:

Warranty service is available, with proof-of-purchase, exclusively through:



Snyder Mfg. Co.  
2077 Highway 102  
New Sharon, IA 50207

Phone: 1-800-631-4101  
Fax: 1-641-637-4103  
[www.snydermfg.com](http://www.snydermfg.com)

Transportation charges for the delivery of any Kennel Runs or materials to a SNYDER MFG. CO. facility for authorized warranty repairs will be the responsibility of SNYDER MFG. CO. *SNYDER MFG. CO. MUST GIVE PRIOR AUTHORIZATION FOR TRANSPORTATION.*

Kennel Runs and materials exported out of the United States of America: SNYDER MFG. CO. does not extend any warranty for products sold or exported outside of the United States of America, except for products sold to Canada or sold through SNYDER MFG. CO.'s authorized channels of export distribution.

### OTHER WARRANTIES:

When SNYDER MFG. CO. performs the installation of the kennel runs, a two-year warranty for defective workmanship with relation to the installation will apply. This warranty does not cover installation performed by the owner, its agents, or contractors.

### WARRANTY CONDITIONS:

The provisions as set forth in this warranty provide sole and exclusive remedy of SNYDER MFG. CO.'s obligations arising from the sales of its products. SNYDER MFG. CO. will not be liable for incidental or consequential loss or damage.

This warranty does not cover routine maintenance items, such as minor adjustments to moving parts. This warranty does not cover damage from animals. This warranty does not cover installation performed by the owner, its agents, or contractors. This warranty does not cover normal deterioration of the exterior and interior finishes due to use and/or exposure. This warranty does not cover damage as a result of cleaning with chemical products and/or methods not approved by the manufacturer.

### STATE LAWS:

This limited warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state. Certain disclaimers may not be allowed in some states, and therefore, they may not apply to you under all circumstances.

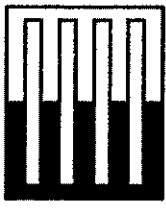
**Please sign a copy and return to Snyder Mfg. Co. at 641-637-4103 or [evanmaanen@snydermfg.com](mailto:evanmaanen@snydermfg.com)**

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

\_\_\_\_\_  
**Invoice ID**

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

\_\_\_\_\_  
**Date**



# SNYDER MFG. CO

6228 S. TROY CIRCLE CENTENNIAL, CO 80111-6422

## East Plant

2077 Hwy 102  
New Sharon, IA 50207  
(800) 631-4101  
(641) 637-4101  
Fax: (641) 637-4103

# Quotation

Page 1 of 1

**Quote #:** 70727  
**Quote Date:** 07/11/19  
**Print Date:** 07/11/19

### BILL TO

Jefferson County Animal Control  
7105 Shelter Road  
Barnhart, MO 63012

### SHIP TO

Jefferson County Animal Control  
7105 Shelter Road  
Barnhart, MO 63012

bstennerd@jeffcomo.org  
Tel: 636/797-5577 Fax:

Snyder Rep: Ralph Ihde 1 (800) 631-4101 rihde@snydermfg.com

Your PO	Order Date	Est. Ship Date	Ship Via	Ordered By
	00/00/00	00/00/00		Beth Steinnerd

Qty	UM	Product Name	Unit Price	Discount	Sell	Extended
1	Each	Run Installation	\$17,785.00	0.00 %	\$17,785.	\$17,785.00
OPTIONAL FEATURE Installation assumes that the installers will be allowed to work up 10 hours per day. Installation does not include additional accessories the customer may choose						

### Special Instructions

INSTALLATION DOES NOT INCLUDE THE CAT COTTAGES. CAT COTTAGES ARE SHIPPED COMPLETELY ASSEMBLED.

Total	Discount	Subtotal	Tax	Freight	Handling	Quote Total
\$17,785.00	\$0.00	\$17,785.00	\$0.00	\$0.00	\$0.00	\$17,785.00
Shipment Weight: 450						

IT IS AGREED THAT DELIVERY TO CARRIER BY SELLER CONSTITUTES DELIVERY AND TRANSFER OF TITLE AND POSSESSION TO THE BUYER. CLAIMS FOR LOSS OR DAMAGE SHOULD BE PROMPTLY PRESENTED TO CARRIER. NO MERCHANDISE TO BE RETURNED WITHOUT OUR PERMISSION. MAKE NO DEDUCTIONS FROM THIS INVOICE. IF THE INVOICE IS INCORRECT, PLEASE RETURN IT AT ONCE. BUYER IS RESPONSIBLE FOR ALL COSTS OF COLLECTIONS AND ATTORNEY'S FEES RESULTING FROM NON-PAYMENT OF THIS INVOICE.

GRAY - QUOTE GREEN-CONFIRMATION PINNK-REMITTANCE GOLD-UPDATES/CHANGES WHITE-FINAL



6228 S. TROY CIRCLE CENTENNIAL, CO 80111-6422

## East Plant

2077 Hwy 102  
New Sharon, IA 50207  
(800) 631-4101  
(641) 637-4101  
Fax: (641) 637-4103

# Quotation

Page 1 of 1

Quote #: 67675

Quote Date: 07/10/19

Print Date: 07/11/19

### BILL TO

Jefferson County Animal Control  
7105 Shelter Road  
Barnhart, MO 63012

### SHIP TO

Jefferson County Animal Control  
7105 Shelter Road  
Barnhart, MO 63012

bstennerd@jeffcomo.org

Tel: 636/797-5577

Fax:

Snyder Rep: Ralph Ihde 1 (800) 631-4101 rihde@snydermfg.com

Your PO	Order Date	Est. Ship Date	Ship Via	Ordered By
	00/00/00	00/00/00	STI	Beth Steinnerd

Qty	UM	Product Name	Unit Price	Discount	Sell	Extended
0	Each	Shipping Terms-Cage	0.00	0.00 %	0.00	0.00
Any amount of stairs may carry an additional COD charge. The shipping cost is based on today's fuel prices. The fuel surcharge portion of the shipping charge is subject to change upon the date of shipment. Discounts do not apply to accessories or installation. Freight Delivery is 10-14 days from the Estimated Ship date						
24	ea	D/D kennel bank	\$1,394.00	18.00 %	\$1,143.08	\$27,433.92
48	pr	Litter Pan Hiders w/temp. glass	\$491.00	0.00 %	\$491.00	\$23,568.00
Includes left back bench and porthole into litter area.						
48	ea	Tempered glass door-upgrade 3/4 glass-1/4-bar	\$83.00	0.00 %	\$83.00	\$3,984.00
48	ea.	Water pan-KG 1 pt double bowl system	\$48.00	0.00 %	\$48.00	\$2,304.00
48	ea	Card holder 4x6	\$8.00	0.00 %	\$8.00	\$384.00

### Special Instructions

DISCOUNTED PRICE IS FOR 50% DEPOSIT AND BALANCE PRIOR TO SHIPMENT TERMS. IF NET 30 TERMS REQUIRED, THEN DISCOUNT WILL BE REMOVED.

Color: Undecided, (Snyder Selections)

Hinge: L&R

Total	Discount	Subtotal	Tax	Freight	Handling	Quote Total
\$63,696.00	\$6,022.08	\$57,673.92	\$0.00	\$3,235.08	\$300.00	\$61,209.00
Shipment Weight: 7303.2					50% upon Order/50% before ship 00/00/00	

IT IS AGREED THAT DELIVERY TO CARRIER BY SELLER CONSTITUTES DELIVERY AND TRANSFER OF TITLE AND POSSESSION TO THE BUYER. CLAIMS FOR LOSS OR DAMAGE SHOULD BE PROMPTLY PRESENTED TO CARRIER. NO MERCHANDISE TO BE RETURNED WITHOUT OUR PERMISSION. MAKE NO DEDUCTIONS FROM THIS INVOICE. IF THE INVOICE IS INCORRECT, PLEASE RETURN IT AT ONCE. BUYER IS RESPONSIBLE FOR ALL COSTS OF COLLECTIONS AND ATTORNEY'S FEES RESULTING FROM NON-PAYMENT OF THIS INVOICE.

GRAY - QUOTE   GREEN-CONFIRMATION   PINNK-REMITTANCE   GOLD-UPDATES/CHANGES   WHITE-FINAL

9/25/18

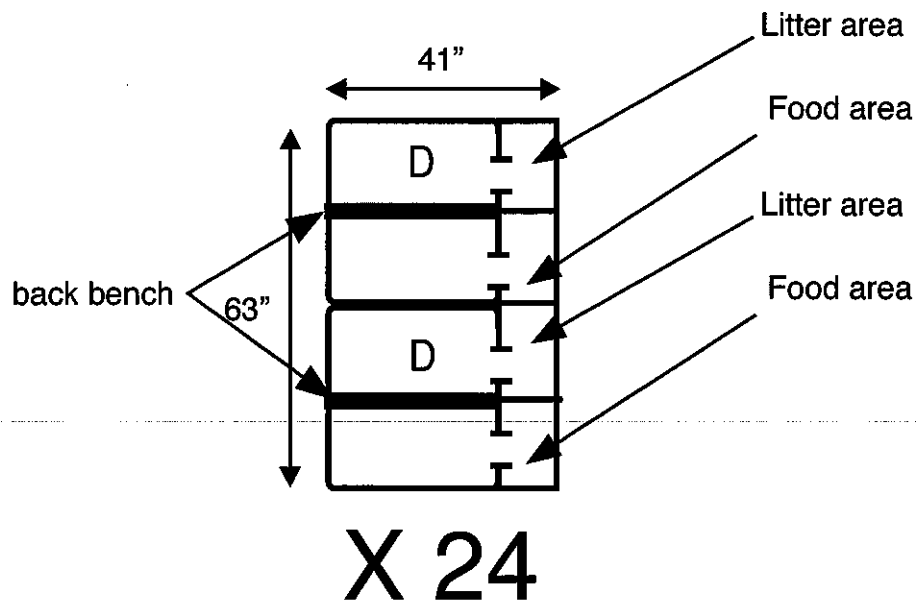


RALPH IHDE, ACCOUNT EXECUTIVE  
2077 HWY. 102 • NEW SHARON, IA 50207  
800/631-4101 EXT. 30 • rihde@snydermfg.com

Jefferson County Animal Control  
Beth Steinnerd  
7105 Shelter Road  
Barnhart, MO 63012  
636/797-5577  
bstennerd@jeffcomo.org

\*\*\*\* THE OVERALL DEPTH OF THE CAGES IS 28" \*\*\*\*

### CAT AREAS COMBO GLASS DOORS





Quality Designs That Work

## **TWO YEAR LIMITED WARRANTY ON SNYDER CAGES**

For TWO (2) years from the date of purchase within the United States of America, its possessions and territories, SNYDER MFG. CO. Inc., will at its option, repair or replace, for the original purchaser, free of charge, any part or parts found to be defective in material or workmanship (except electronic control panels as specified elsewhere). This warranty covers cage units which have been operated and maintained in accordance with Snyder's care instructions furnished with the unit, and which have not been subject to misuse, abuse, neglect, accident, improper maintenance, alteration, or use outside an appropriately ventilated/ heated building which is in good repair. Exceptions to this two year warranty are outlined below:

### **One-year consumer warranty on normal wear parts with Ninety-Day (90) Consumer Warranty protection.**

All normal wear part failures will be covered on this product for a period of 90 days regardless of cause operational failure. This does not apply to part failure as a result of acts of God and other unforeseen acts, including vandalism. After 90 days, but within the two-year warranty period, normal wear part failures will be covered if caused by defects in material or workmanship or other component parts. Normal wear parts are defined as handles, cage door bolts, casters, cardholder clips, removable partitions, Cat Nappers®, and one-half floors.

**One Year Warranty for ICU and Dryer Cage Electronic Components:** These units must be run on a dedicated circuit with no other electronic components on the same circuit. Use of this equipment without a dedicated circuit voids any warranty on the electronic

parts of the units. **The control panel of the ICU and the Dryer Cage are warrantied for one year by the manufacturer.**

### **Warranty Conditions:**

The provisions as set forth in this warranty provide sole and exclusive remedy of SNYDER MFG. CO. Inc's obligations arising from the sales of its products. SNYDER MFG. CO., Inc. will not be liable for incidental or consequential loss or damage.

This warranty does not cover routine maintenance items such as lubricants, filters, or minor adjustments. This warranty does not cover gate damage from animals. This warranty does not cover normal deterioration of the exterior and interior finishes due to use or exposure.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Facility Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Invoice # \_\_\_\_\_

---

(2013) Warranty service is exclusively available through Technical Service Personnel at SNYDER MFG. CO., INC., who can be reached at (800) 631-4101, M-F 7AM to 3:30PM Central. time). 2077 Hwy 102 • New Sharon, IA 50207

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

**BID #: 19-0065**

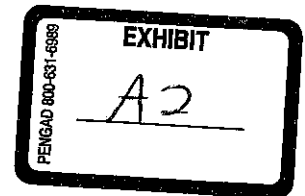
**Request for Proposal: REBID CAT & DOG KENNELS FOR THE ANIMAL RESOURCE CENTER 2019**

**Date Issued: 6-18-2019**

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, JULY 16, 2019, AT 2:00 P.M. LOCAL TIME.

**Specification  
Contact:**

**BETH STEINNERD**  
 Department of Animal Control  
 636-797-6414  
[bsteinnerd@jeffcomo.org](mailto:bsteinnerd@jeffcomo.org)



**Contract  
Contact:**

**VICKIE PRATT**  
 Department of Administrative Services  
 636-797-5380

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

**SAMPLE ENVELOPE**

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

Mason Co      Brandy Knisley  
 Company Name      Authorized Agent (Print)  
260 Depot St.      Brandy Knisley  
 Address      Signature  
Leesburg, OH 45135      Southern Sales Consultant  
 City/State/Zip Code      Title  
937-780-1266      7-15-19      26-3355694  
 Telephone #      Date      Tax ID #  
brandyknisley@masonco.com      937-780-6336  
 E-mail      Fax #

BK

## **TABLE OF CONTENTS:**

<b>Legal Notice and Request for Proposal</b>	<b>Page 1</b>
<b>Table of Contents</b>	<b>Page 2</b>
<b>Proposal Requirements</b>	<b>Page 3</b>
<b>Proposal Form and Contract</b>	<b>Page 5</b>
<b>Affidavit</b>	<b>Page 9</b>
<b>Specifications</b>	<b>Page 11</b>

## **\*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 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 Karee K. Shaw (Name of Business Entity Authorized Representative) as Executive Assistant to Sr. Dir. (Position/Title) first being duly sworn on my oath, affirm The Mason Company, LLC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Bid # 19-0065 (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 The Mason Company, LLC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Bid # 19-0065 (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.)*

Karee K. Shaw  
Authorized Representative's Signature

Karee K. Shaw  
Printed Name

Executive Assistant to Senior Director 07/15/2019  
Title Date

Subscribed and sworn to before me this 15<sup>th</sup> of July, 2019. I am  
(DAY) (MONTH, YEAR)

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

Ohio, and my commission expires on 10/21/23.  
(NAME OF STATE) (DATE)

Katherine L. Huff  
Signature of Notary

7/15/19  
Date



**KATHERINE L. HUFF**  
Notary Public, State of Ohio  
My Commission Expires  
October 21, 2023



**MASON**  
COMPANY SINCE 1892

Trusted Animal Housing Solutions

15 July 2019

Jefferson County Missouri  
729 Maple Street  
Hillsboro MO 63050-0100

SUBJECT: Bid # 19-0065

To Whom It May Concern:

This is to certify that the applicant for above referenced bid, The Mason Company, LLC, does not own any real or personal property in Jefferson County, Missouri.

Regards,

Karee Shaw  
Executive Assistant to Senior Director

Subscribed and sworn to before me this 15<sup>th</sup> day of July 2019. I am commissioned as a notary public within the County of Highland, State of Ohio, and my commission expires on 10/21/23.

Signature of Notary

7/15/19  
Date



**KATHERINE L. HUFF**  
Notary Public, State of Ohio  
My Commission Expires  
October 21, 2023

**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

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

Karee K. Shaw

Authorized Business Entity  
Representative's Name  
(Please Print)

Karee K. Shaw

Authorized Business Entity  
Representative's Signature

The Mason Company, LLC  
Business Entity Name

07/15/2019  
Date

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

- ☒ Enroll and participate in the E-Verify federal work authorization program  
(Website: <http://www.dhs.gov/e-verify>;  
Phone: 888-464-4218; Email: [e-verify@dhs.gov](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

## Cat Condos

24-double stacked cat kennels consisting of living unit with bench and adjacent food/litter area.

- Individual kennel's dimensions:
  - 36-40" wide
  - 25-40" tall
  - 25-30" deep

## Adoptable Dog Housing

20 dog kennels a minimum of 72" high with the ability to mount guillotine doors. Full glass doors with no top.

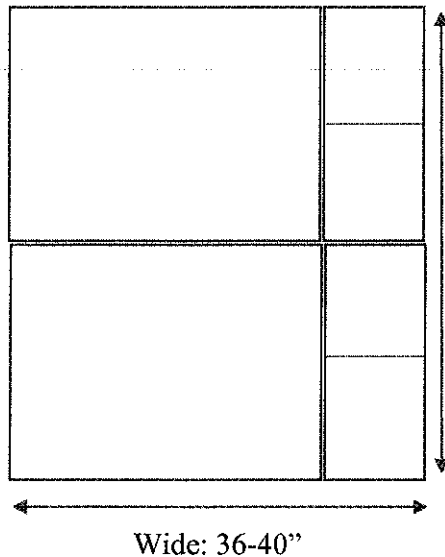
- Four feet wide, 10 feet long. With ability to mount a guillotine door within the length.
- Fixed food and water bowl panel in door

## Isolation Dog Housing

10 dog kennels a minimum of 72" high with the ability to mount guillotine doors. Metal grille door and top.

- Four feet wide, 10 feet long. With ability to mount a guillotine door within the length.
- Fixed food and water bowl panel in door

Comparable products will be accepted if accompanied by drawings and dimensions.



Double Stacked: 50-80"  
Individually: 25-40"

## PRICING PAGE

COST PER DOUBLE STACKED CAT CONDO UNIT \$ 3418.00

TOTAL COST FOR TWENTY <sup>SIX 36</sup> ~~FOUR (24)~~ DOUBLE STACKED CAT CONDO UNITS \$ 88,868.00

COST PER ADOPTABLE DOG KENNEL \$ 4179.00

TOTAL COST FOR TWENTY (20) ADOPTABLE DOG KENNELS \$ 59,121.00

COST PER ISOLATION DOG KENNEL \$ 4951.00

TOTAL COST FOR TEN (10) ISOLATION DOG KENNELS \$ 33,946.00

## INSTALLATION PRICING

TOTAL INSTALLATION COST FOR TWENTY <sup>SIX</sup> ~~FOUR~~ (24) DOUBLE STACKED CAT CONDO UNITS. \$ 7950.00  
20

TOTAL INSTALLATION COST FOR TWENTY (20) ADOPTABLE DOG KENNELS \$ 13,360.00

TOTAL INSTALLATION COST FOR TEN (10) ISOLATION DOG KENNELS \$ 10,970.00

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 15 day of July 2019:

Mason Co.  
Company Name

County of Jefferson, State of Missouri

Brandy Knisley  
Signature  
Brandy Knisley  
Print

Dennis J. Gannon  
Dennis Gannon J. County Executive

Company Address: 260 Depot St.

Leesburg OH  
45135

Phone: 937-780-1266

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.

Kristy L. Appell  
County Auditor

APPROVED AS TO FORM

[Signature]  
County Counselor

BK

## COOPERATIVE BID FORM

Bid Name: Rebid Cat & Dog Kennels  
for the Animal Resource Center 2019

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

### COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes ☒ No ☐

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

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

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

**MINIMUM DOLLAR VALUE PER ORDER:** \$ No minimum

BY: Brandy Knisley

TITLE: Southern Sales Consultant

COMPANY: Mason Co.

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

Phone 937-780-1200 E-mail brandyknisley@  
masonco.com

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

BK



Trusted Animal Housing Solutions

260 Depot Street P. O. Box 365 Leesburg, OH  
45135 Phone (937) 780-2321 (800) 543-5567  
Fax (937) 780-6336 E-mail info@masonco.com  
website: www.masonco.com

Quote No: 152076

Architect:

**QUOTATION TO:**

Bid Job - Jefferson County Animal  
Control  
Beth Steinnerd

**SHIP TO:**

Department of the County Clerk  
Beth Steinnerd  
Jefferson County Missouri  
729 Maple St. PO box 100  
Hillsboro, MO 63050

BSteinnerd@jeffcomo.org

Date: 7/15/2019

Line Num	Quantity	Item Description	Price Each	Sub-Total	Total
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**MATERIAL QUOTATION**

**Cat Condos**

1.	26	Cat Condo Luxury Cat Condo Unit Double Stack 36" Left including: #4384 Upper Luxury Cat Condo 36" Left side living compartment Upper #4385 Lower Luxury Cat Condo 36" Left side living compartment Lower	2,968.00		
		with Front Side Finish-Wood - undetermined wood finish			
		with Left Side Finish - Almond			
		with Right Side Finish - Almond			
		with Back Finish - Almond			
		with Top Finish - Almond			
		with Door insert - tempered glass with internal vent chase	232.00		
		with casters (no toe kick 36 in.)	218.00		
		Sub Total	3,418.00	88,868.00	
		Total			88,868.00

**Adoptable Dog Housing**

2.	17	FRP Isolation Panels 72" high x 48" long with 3/4" wide aluminum frame	403.00		
		with Stainless Steel Wire 24" high			
		with colored FRP lower section 48" high			
		Sub Total	403.00	6,851.00	
		Total			6,851.00
3.	17	Sani-Slope "T" Floor Seal with Silvis Seal	68.00		
		48" long			
		Sub Total	68.00	1,156.00	
		Total			1,156.00
4.	1	FRP Isolation Panel 75" high x 48" long with 3/4" wide aluminum frame, for use as back panel	432.00		
		with Stainless Steel Wire 24" high			
		with colored FRP middle section 48" high			



Quote No: 152076

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Beth Steinnerd  
Jefferson County Missouri  
729 Maple St. PO box 100  
Hillsboro, MO 63050

BSteinnerd@jeffcomo.org

Date: 7/15/2019

Line Num	Quantity	Item Description	Price Each	Sub-Total	Total
<b>MATERIAL QUOTATION</b>					
		with colored FRP lower section 3" high			
		Sub Total	432.00	432.00	
		Total			432.00
5.	18	FRP Isolation Panels 72" high x 72" long with 3/4" wide aluminum frame	537.00		
		with Stainless Steel Wire 24" high			
		with colored FRP lower section 48" high			
		Sub Total	537.00	9,666.00	
		Total			9,666.00
6.	18	Sani-Slope "T" Floor Seal with Silvis Seal	102.00		
		72" long			
		Sub Total	102.00	1,836.00	
		Total			1,836.00
7.	40	Stainless Steel Stall Front with Glass	656.00		
		74" high x 48" long			
		with undetermined door size			
		with full height tempered glass			
		with Stainless Steel two-way latch			
		with bottom frame			
		with Stainless Steel 2.5 qt. Double Bowl Insert	162.00		
		with KenlDor Pulley	27.00		
		Sub Total	845.00	33,800.00	
		Total			33,800.00
8.	20	Extra Large Poly-Metal Kenl-Dor to fit opening up to 34 in. high by 17 in. wide	139.00		
		with channel length 69"			
		with Weight Assisted Handle	45.00		
		with Kenl-Dor Stops in channels	11.00		
		with Aluminum cable guard	47.00		
		with one frame mounted pulley in place of standard pulley for use with Stainless Steel Gates	27.00		



Trusted Animal Housing Solutions

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Beth Steinnerd  
Jefferson County Missouri  
729 Maple St. PO box 100  
Hillsboro, MO 63050

BSteinernerd@jeffcomo.org

Date: 7/15/2019

Line Num	Quantity	Item Description	Price Each	Sub-Total	Total
<b>MATERIAL QUOTATION</b>					
		Sub Total	269.00	5,380.00	
		Total			5,380.00
<b>Isolation Dog Housing</b>					
9.	8	Stainless Steel Aluminum Framed Isolation Panels with Wire 72" high x 48" long with 3/4" wide aluminum frame	474.00		
		with Stainless Steel Wire 24" high			
		with Stainless Steel lower section 48" high			
		Sub Total	474.00	3,792.00	
		Total			3,792.00
10.	8	Sani-Slope "T" Floor Seal with Silvis Seal 48" long	68.00		
		Sub Total	68.00	544.00	
		Total			544.00
11.	8	Stainless Steel Aluminum Framed Isolation Panels with Wire 72" high x 72" long with 3/4" wide aluminum frame	653.00		
		with Stainless Steel Wire 24" high			
		with Stainless Steel lower section 48" high			
		Sub Total	653.00	5,224.00	
		Total			5,224.00
12.	8	Sani-Slope "T" Floor Seal with Silvis Seal 72" long	102.00		
		Sub Total	102.00	816.00	
		Total			816.00
13.	20	Stainless Steel Stall Front 74" high x 48" long with undetermined door size with all stainless steel wire grid with Stainless Steel two-way latch	602.00		



Quote No: 152076

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729 Maple St. PO box 100  
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BSteinnerd@jeffcomo.org

Date: 7/15/2019

Line Num	Quantity	Item Description	Price Each	Sub-Total	Total
<b>MATERIAL QUOTATION</b>					
		with bottom frame			
		with Stainless Steel 2.5 qt. Double Bowl Insert	162.00		
		with KenlDor Pulley	27.00		
		Sub Total	791.00	15,820.00	
		Total			15,820.00
<b>14.</b>	10	Stainless Steel Mesh Top Cover	211.00		
		48" high x 48" long			
		Sub Total	211.00	2,110.00	
		Total			2,110.00
<b>15.</b>	10	Stainless Steel Mesh Top Cover	295.00		
		48" high x 72" long			
		Sub Total	295.00	2,950.00	
		Total			2,950.00
<b>16.</b>	10	Extra Large Poly-Metal Wall mounted Kenl-Dor to fit	139.00		
		opening up to 34 in. high by 17 in. wide			
		with channel length 69"			
		with Weight Assisted Handle	45.00		
		with Kenl-Dor Stops in channels	11.00		
		with Aluminum cable guard	47.00		
		with one frame mounted pulley in place of standard pulley for use with Stainless Steel Gates	27.00		
		Sub Total	269.00	2,690.00	
		Total			2,690.00

\$181,935.00

Less: Quantity Discount

-18,193.00

163,742.00

Plus: Shipping and Handling:

2,500.00





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**Date:** 7/15/2019

Line Num	Quantity	Item Description	Price Each	Sub-Total	Total
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**MATERIAL QUOTATION**

F.O.B. Destination \$166,242.00

Please contact your Sales Consultant for current estimated lead times. Mason usually requires 12 weeks AFTER signed approval drawings to produce and ship your equipment, but these lead times are sometimes shorter or longer.

Upon receipt of SIGNED approval drawings an email will be sent with an estimated time frame for delivery. Production will then commence. If the customer schedule slips by more than two weeks after production commences, Mason will continue its manufacturing schedule and store the equipment at a nominal charge, and customer will pay the balance, due less 10%, with full payment due upon shipment. This point of this paragraph is important and warrants re-emphasizing: production does not start when an order is placed, it starts AFTER Mason has received SIGNED approval drawings.

Equipment is shipped via motor freight using 48' to 53' long semi-tractor trailers. Customers are responsible for unloading the equipment, unless other arrangements have been made. Additional charges will apply if lift gate service or inside delivery is needed, and these must be scheduled in advance.

Customers picking up their equipment are subject to handling fees.

This price includes all fittings and hardware for normal installation with the exception of PVC pipe and fittings for plumbing of equipment.

Material pricing will be held firm for 30 days.

Shipping cost is subject to change and should be confirmed when placing your order.

Please note that door knobs for luxury suites are NOT warrantied.

Need kennel cleaning supplies? Your purchase of Mason Equipment is an important investment and deserves superior care. Mason offers cleaning and disinfecting products, custom formulated specifically for our equipment. Contact your Mason Sales Consultant to learn more.

\*\*\*Interested in epoxy floors for cleanliness and durability? Mason can help! Ask your sales consultant for more information and a quote and have the animal care experts install your animal care facility floor!\*\*\*



**MASON**  
COMPANY SINCE 1892

Trusted Animal Housing Solutions

260 Depot Street P. O. Box 365 Leesburg, OH 45135

Phone (937) 780-2321 (800) 543-5567

Fax (937) 780-6336 E-mail info@masonco.com

website: www.masonco.com

Quote No: 152076

QUOTATION TO: Bid Job - Jefferson County Animal  
Control  
Beth Steinnerd

Date: 7/15/2019

Email: BSteinnerd@jeffcomo.org

PAYMENT TERMS (Please initial the options selected)

\_\_\_\_\_  
(initial)

Standard terms: 25% non-refundable deposit is enclosed with order.  
The 75% balance due will be paid two weeks prior to the scheduled shipping date.

\_\_\_\_\_  
(initial)

Pay in full

METHOD OF PAYMENT AND AMOUNT ENCLOSED  
(Please initial the option selected and indicate the amount enclosed.)

\_\_\_\_\_  
(initial)

Payment will be by check or money order to Mason Company.  
Payment of \$\_\_\_\_\_ is enclosed.  
(indicate amount)

-OR-

\_\_\_\_\_  
(initial)

Payment will be by credit card.  
A 2% Service Fee will be applied to all credit card payments.  
Please fill out the credit card authorization form.  
BALANCE DUE ON THIS ORDER AFTER 2% SERVICE FEE APPLIED: \$ 169,566.84

-OR-

\_\_\_\_\_  
(initial)

Payment will be by wire transfer.

The Mason Company, LLC ("Mason")

*Brandy Knisley*

Authorized Signature

I accept this proposal and agree to the terms and conditions.  
If no terms are initialed above I am agreeing to the standard terms 25/75.

Buyer  
Accepted by:

Date:

\_\_\_\_\_  
Company or Individual's Name  
(please print or type)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Shipping Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip



**MASON**  
COMPANY **SINCE 1892**

*Trusted Animal Housing Solutions*

**AUTHORIZATION:** Buyer acknowledges and accepts these Terms and Conditions by signing the quote and payment terms on the preceding page.

**TAXES** - Unless specified to the contrary, state or municipal taxes related to the sale, use, or transportation of the ordered products will be for Buyer's account, and if paid or required to be paid by Mason, the amount thereof will be added to and become a part of the price payable by Buyer.

**FREIGHT** - Unless specified to the contrary, all prices are FOB source and subject to change. Delivery of products may be made by the carrier selected by Mason, either by a single delivery or in lots. Title and risk of loss arising from any cause pass to Buyer upon delivery to a carrier. Buyer shall be responsible and liable for expenses arising from the unloading of products consigned to Buyer. Times of delivery are estimated but are not guaranteed. Mason shall not be liable to compensate Buyer for damages resulting from delays in shipment and delivery due to causes beyond Mason's control; including, but not limited to, strikes, fire, floods, accidents, delays or defaults of a supplier or contractor, government regulations, failure of production of facilities and disruptions due to transportation facilities. In the event of any delay in delivery due to any cause beyond the control of Mason, Buyer agrees either to accept delivery at such time as can be effected, or, at his option, compensate Mason for all costs of production (including, but not limited to costs of materials, labor, and overhead) incurred up to the time Mason receives written notice of Buyer's desire to have production of the order stopped.

Mason's freight quotations are estimates obtained from software furnished to Mason by truck lines and are not guaranteed to be accurate by either Mason or the truck lines.

Customers are sometimes subject to additional freight charges not included in Mason's quotation. Examples include:

- A) Some customers request the carrier call them prior to delivery. Most truck lines charge a fee for this service.
- B) Truck lines sometimes charge extra for delivery to residential addresses in certain areas of the country.
- C) Truck lines often charge storage fees if a customer will not take delivery of a shipment within a stated amount of time after its arrival at the delivering terminal.
- D) Carriers may charge a redelivery fee if more than one trip to the final destination for unloading is required.

Unless specified to the contrary, Buyer agrees to pay any additional freight or accessorial charges.

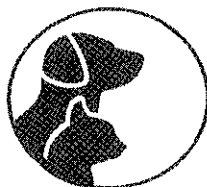
**CANCELLATION** - Orders are not cancelable, either in whole or in part, nor is material returnable for credit. All deposits are non-refundable.

**PERIOD OF LIMITATION** - Any claim against Mason for alleged breach of this agreement shall be commenced within one year after said claim has occurred. Any legal claims shall be filed in Ohio. Mason's liability for damages is limited to the consideration actually paid to Mason.

**NO DAMAGE FOR DELAY** - Mason shall not be liable for, and Customer covenants not to assert, claims or demands for construction or project delays, or other losses, costs or expenses of any nature whatsoever, caused by or attributed to delays in engineering, shipping, delivery or other performance required of Mason or caused by or attributed to missing, miss-fabricated or otherwise defective or deficient drawings, materials, products and installation. No representation, promise, or undertaking of Mason with respect to any proposed or required date shall be construed to be an undertaking by Mason to assume liability for losses, costs or damages of the type disclaimed in the preceding sentence. If any portion of the foregoing disclaimer is determined to be subject to a common law or statutory exception, or is otherwise held to be unenforceable in whole or part, the remaining portion shall be unaffected. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL MASON BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES FROM ANY DELAY FOR ANY DAMAGES WHATSOEVER FROM DELAYS CAUSED BY FACTORS BEYOND MASON'S REASONABLE CONTROL. Breach of this covenant shall entitle Mason to recover damages for the costs and expenses, including attorneys' fees, Mason incurs defending against such claims.

**FORCE MAJEURE** - Mason will not be liable to Customer for any inability or delay attributable to circumstances over which Mason has no control. If circumstances over which Mason has no control occur, Mason's time for performance will be extended by the period of any delay attributable to the circumstances.

**SCHEDULING** - Mason will attempt to schedule each project to accommodate customer's needs. Customer covenants and warrants it will use its best efforts to communicate to Mason changes in project date as soon as they are known, suspected or anticipated so Mason can modify its production schedule. Should the customer change the scheduled project date after it has been accepted by Mason, Mason will reschedule the project to a date that fits with Mason's production and/or shipment schedule. Mason will not be responsible for any losses the Customer incurs as a result of this change in schedule. Furthermore this change in schedule will not relieve the Customer from fulfilling his obligations under this agreement.



**KENNEL**  
INSTALLATIONS INC.

PO Box 292  
Leesburg, OH 45135  
www.kennelinstallations.com  
info@kennelinstallations.com  
937-403-6633

Quote No: 152081

**CONSTRUCTION QUOTATION TO:**

Bid Job - Jefferson County Animal  
Control  
Beth Steinnerd

Architect: 1

Date:

7/15/2019

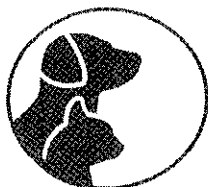
Unload and install materials as quoted on Mason  
Company order # #152076

Installation Total

**\$22,940.00**

IMPORTANT! Before kennel installation can begin, the kennel area(s) must be clear of all building materials, construction equipment, and other loose items. All painting, wiring, HVAC, floor sealing, electrical work, plumbing, and similar work to be accomplished by others in the kennel area(s) must be completed. Proper lighting, electrical service, HVAC, and useable water outlets (for kennel cleaning and testing) must be readily available. A designated storage area for uninstalled kennel equipment shall be agreed upon prior to the delivery of these materials to the jobsite, and Kennel Installations shall not be required to move these materials from one storage location to another. Buyer shall be responsible for disposal of all skids and packaging materials and for ensuring that all of the conditions described above are met and agrees to reimburse Kennel Installations for any additional expenses it incurs as a result of Buyer's failure to comply with any of these requirements. Buyer also agrees to inform Kennel Installations of any local licenses and permits that may be required for installation and either pay or reimburse Kennel Installations for any cost associated with these licenses and permits.

Pricing: Installation pricing will be held firm for 30 days



**KENNEL**  
INSTALLATIONS INC.

PO Box 292  
Leesburg, OH 45135  
www.kennelinstallations.com  
info@kennelinstallations.com  
937-403-6633

Quote No: 152081

**CONSTRUCTION QUOTATION TO:**

Bid Job - Jefferson County Animal  
Control  
Beth Steinnerd

Architect: 1

Date:

7/15/2019

\_\_\_\_\_  
(initial) Standard terms: 25% non-refundable deposit is enclosed with order.  
The 75% balance is due 30 days after the installation is completed.

\_\_\_\_\_  
(initial) Pay in full

**METHOD OF PAYMENT AND AMOUNT ENCLOSED**

(Please initial the option selected and indicate the amount enclosed.)

\_\_\_\_\_  
(initial) Payment will be by check or money order to Kennel Installations Inc.  
Payment of \$\_\_\_\_\_ is enclosed.  
(indicate amount)

-OR-

\_\_\_\_\_  
(initial) Payment will be by credit card.  
A 2% Service Fee will be applied to all credit card payments.  
Please fill out the credit card authorization form.  
BALANCE DUE ON THIS ORDER AFTER 2% SERVICE FEE APPLIED: \$ 23,398.80

Kennel Installations, Inc.

Authorized Signature

I accept this proposal and agree to the terms and conditions of sale as stated on the construction terms. If no terms are initialed above I am agreeing to the standard terms 25/75.

Accepted by:

Date:

\_\_\_\_\_  
Company or Individual's Name  
(please print or type)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City

\_\_\_\_\_  
State Zip