

BILL NO.: 19-0905

ORDINANCE NO.: 19-

0422

INTRODUCED BY: COUNCIL MEMBER (s)

Groetche

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

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

11 BID NAME

12 Sheriff Office Evidence Building Fence 2019

13 NUMBER OF BIDS RECEIVED

14 4

15 DATE OF BID OPENING

16 8-13-2019

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

FILED

SEP 16 2019

KEN WALLER
COUNTY CLERK, JEFFERSON COUNTY, MO

Jefferson County, Missouri
Contract# 19-0070

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

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to D & S Fencing Co. Inc. for a term from
5 date of approval to 9-8-2020 upon approval by the County Council and County Executive
6 for **up to \$47,158.00 per term, for total amount not to exceed \$47,158.00 for the term,**
7 subject to budgetary limitations.

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

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

13 BID NAME

14 Sheriff Office Evidence Building Fence 20199

15 TERM

16 date of approval to 9-8-2020

17 Upon approval by the County Council and County Executive

18 AMOUNT

19 **Up to \$47,158.00 per term,**

20 **for total amount not to exceed \$47,158.00 for the term,**

21 subject to budgetary limitations

22 AWARDED BIDDER

1 D & S Fencing Co. Inc

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

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

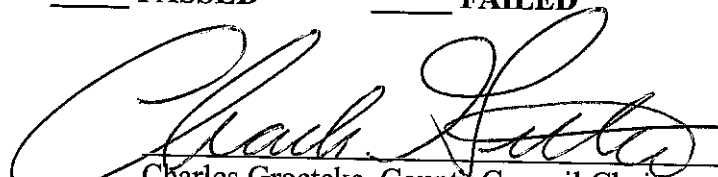
12 Section 4. This Ordinance shall be in full force and effect from and after its
13 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
14 shall not affect the remainder of this Ordinance.

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

Council Member District 1, Brian Haskins	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Absent</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 9th DAY OF September, 2019:

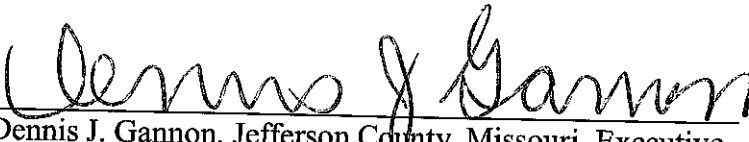
✓ **PASSED** **FAILED**


Charles Groeteke, County Council Chair

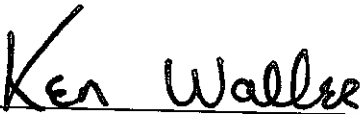

Pat Schlette, Council Executive Assistant

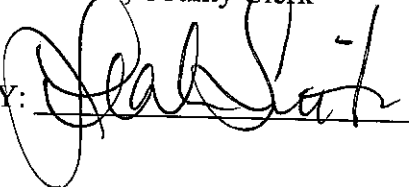
THIS BILL WAS 8 APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS 13th DAY OF September, 2019.

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:

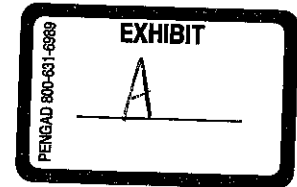

Ken Waller, County Clerk

BY: 

Reading Date: 09-09-2019



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



BID #: 19-0070

Request for Proposal: SHERIFF'S OFFICE EVIDENCE BUILDING FENCE 2019

Date Issued: 7-16-2019

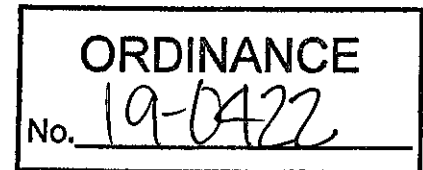
PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, AUGUST 13, 2019, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

CPL. MIKE TOOMBS
 Jefferson County Sheriff's Office
 636-797-5518
 mtoombs@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:**

<u>D & S Farming Co Inc</u>		<u>Patricia Schaeffer</u>
Company Name		Authorized Agent (Print)
<u>2800 Sunnyside Rd</u>		<u>Patricia A. Schaeffer</u>
Address		Signature
<u>Festus Mo 63020</u>		<u>President</u>
City/State/Zip Code		Title
<u>636-937-8300 / 314-277-2649</u>	<u>8-12-2019</u>	<u>430986357</u>
Telephone #	Date	Tax ID #
<u>patschaeffer@dandsfarming.com</u>	<u>636-937-3619</u>	
E-mail	Fax #	

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REQUIRED DOCUMENTS

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

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



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).

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, 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 Mo.

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

CPL. MIKE TOOMBS -- JEFFERSON COUNTY SHERIFF'S OFFICE
636-797-5518

PS

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

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

Patricia A. Schaeffer
Authorized Representative's Signature

Patricia A. Schaeffer
Printed Name

President
Title

8-12-2019
Date

Subscribed and sworn to before me this 12th of Aug., 2019. I am
(DAY) (MONTH, YEAR)

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

Missouri, and my commission expires on 2/17/22.
(NAME OF STATE) (DATE)

Shannon Baldwin
Signature of Notary

8/12/19
Date



SHANNON BALDWIN
My Commission Expires
February 17, 2022
Jefferson County
Commission #14936599

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

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

Patricia A. Schaeffer
Authorized Business Entity
Representative's Name
(Please Print)

Patricia A. Schaeffer
Authorized Business Entity
Representative's Signature

D & S Fencing Co Inc
Business Entity Name

8/12/2019
Date

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

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

AND

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

SPECIFICATIONS

The Jefferson County Sheriff's Office, Jefferson County Missouri, intends to purchase security fencing for the exterior of the building, seven (7') tall, six (6) gauge material, two (2") inch mesh, industrial grade, galvanized, chain-link fencing and security fencing for the interior of the building, twelve (12') feet tall, nine (9) gauge material, two (2") inch mesh, commercial grade, galvanized, chain-link fencing to be installed at an address of:

1177 Mason Circle N., Pevely, Mo. 63070.

Request For Proposal (R.F.P.) Bids are for an exterior; seven (7') foot tall, using six (6) gauge material, two (2") inch mesh, industrial grade, galvanized, chain-link security fencing and an interior; twelve (12') foot tall, using nine (9) gauge material, two (2") inch mesh, commercial grade, galvanized, chain-link security fencing, meeting the specifications and options listed in the item descriptions below. All materials associated with the security fencing and their installation must be factory new. All bid proposals should include, required materials, installation, required permits and associated shipping costs.

Companies submitting Request For Proposal (R.F.P.) Bids should include a total material, installation and other associated project costs combining both; **Item #1** and **Item #2** together, as both the exterior and interior security fencing projects will be completed simultaneously.

Request For Proposal (R.F.P.) Bids should include a potential project "start" date, should their Company be awarded the bid.

Item Descriptions:

Item #1: Exterior Chain-Link Security Fencing Bid; using Seven (7') foot tall, using Six (6) Gauge material, Two (2") inch mesh, Galvanized, Industrial grade, chain-link fencing material and the specified accompanying materials required for installation. (See **Item #1** Specifications for Additional Details)

Item #2: Interior Chain-Link Security Fencing Bid; Twelve (12') foot tall, using Nine (9) Gauge material, Two (2") inch mesh, Galvanized, Commercial grade, chain-link fencing material and the specified accompanying materials required for installation. (See **Item #2** Specifications for Additional Details)

Item Specifications:

Item #1 Specifications:

Furnish and Install approximately Seven Hundred and Fifty-Four (754') Feet (Seven-Hundred and Eighty-Two (782') Feet including material for gates) of Seven (7') foot tall, plus the height of the Barbed Wire (Three (3) Strands of, Four (4) Point Barbs and Razor Ribbon Topper), using Six (6) Gauge material, Two (2") inch mesh, Galvanized, Industrial Grade, Chain-Link Security Fencing, Top Selvage Twisted, Bottom Selvage Knuckled. The entirety of the perimeter fencing, and gates will be topped with Three (3) strands of barb wire, with Four (4) Point Barbs, affixed at a Forty-five (45) degree angle, (angled away from the secured area) and Eighteen (18") Inch Razor Ribbon. Post Spacing must be Ten (10') Feet or less. Furnish and Install; One (1), Twenty-Four (24') Foot wide, Seven (7') foot tall, Sliding Cantilever Gate, consisting of the same gauge (Six (6) Gauge) of fencing material, with required ball bearing truck assemblies, tracks and any other required installation materials. Furnish and Install; One (1), Four (4') Foot Wide, Seven (7') foot tall, Walk Gate, with industrial hinges and pad-lockable strong-arm latch, consisting of the same gauge (Six (6) Gauge) of fencing material and any other required installation materials.

Materials Utilized in Item #1 Specifications:

1. Seven (7') foot tall, Six (6) Gauge, Two (2") Inch Mesh, Galvanized, Industrial Grade, Chain-Link fencing material, Top Selvage Twisted, Bottom Selvage Knuckled.
2. One (1), Twenty-Four (24') Foot wide, Seven (7') foot tall, Sliding Cantilever Gate, consisting of the same gauge (Six (6) Gauge) of fencing material, with required ball bearing truck assemblies, tracks and any other required installation materials. With Three (3) Strands of Barb Wire, with Four (4) Point Barbs and Razor Ribbon Wire affixed to the top of this gate, which must be affixed at an angle to allow normal operation of the gate system.
3. One (1), Four (4') Foot Wide, Seven (7') foot tall, Walk Gate, with industrial hinges and pad-lockable strong-arm latch, consisting of the same gauge (Six (6) Gauge) of fencing material and any other required installation materials. With Three (3) Strands of Barb Wire, with Four (4) Point Barbs and Razor Ribbon Wire affixed to the top of this gate, which must be affixed at an angle to allow normal operation of the gate system.
4. Four (4") Inch in Diameter Cantilever Posts, Galvanized.
5. Four (4") Inch in Diameter Terminal /Walk Gate Posts, Galvanized.
6. Three (3") Inch in Diameter Terminal Posts, Galvanized.
7. Two and One Half (2 1/2") Inch in Diameter Line Posts, Galvanized.
8. One and Five-Eighths (1 5/8") Inch in Diameter Top and Brace Rails, Galvanized.
9. One and Five-Eighths (1 5/8") Inch in Diameter Corner/End Truss Mid Braces, Galvanized.
10. Seven (7) Gauge Bottom Tension Wire.
11. Entirety of Chain-Link Fence and Gates topped with Three (3) Strands Barbed Wire, with Four (4) Point Barbs, affixed at a Forty-five (45) degree angle, (angled away from the secured area).
12. Entirety of Chain-Link Fence and Gates topped with Eighteen (18") Inch Razor Ribbon.
13. All Posts must be set in concrete footings, with the dimensions of the hole for the posts at a minimum of Twelve (12") inches in diameter by Forty (40") Inches in depth.
14. Must Include a One (1) Year Workmanship Warranty
15. Must Include a Ten (10) Year Material Warranty
16. Work performed at a Standard Labor Rate

Additional Exterior Item #1 Information:

The exterior, Seven (7') foot tall, Six (6) gauge, Two (2") Inch Mesh, Galvanized, Industrial Grade, Chain-Link Fencing, Top Selvage Twisted, Bottom Selvage Knuckled, will enclose the building and main parking area of this complex in its entirety.

The building dimensions are:

Front (North Side): Seventy (70') foot

Rear (South Side): Seventy (70') foot

Side (West Side): One-Hundred and Fifty-Two (152') Foot

Side (East Side): One-Hundred and Fifty-Two (152') Foot (Main Parking Area Located on this side.)

The exterior, Seven (7') foot tall, Six (6) gauge, Two (2") Inch Mesh, Industrial grade, Galvanized, chain-link fence will be installed in a rectangular shape, at a distance of:

Twenty (20') from the (West) Side of the building.

Twenty (20') from the (South) Rear of the building.

Forty-Five (45') from the (North) Front of the building.

Eighty-Four (84') Foot from the (East) Side (Enclosing the Main Parking Area and Light Poles within the fenced area.)

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The Seven (7') foot tall, Six (6) gauge, Two (2") Inch Mesh, Industrial grade, Galvanized, chain-link fence on the (North) Front of the building will span a total distance of One-Hundred and Seventy-Four (174') Feet, which includes the fencing materials necessary for;

1. One (1), Twenty-Four (24') Foot wide, Seven (7') foot tall, Sliding Cantilever Gate, consisting of the same gauge (Six (6) Gauge) of fencing material, with required ball bearing truck assemblies, tracks and other required installation materials. This gate must include; Three (3) Strand Barb Wire, with Four (4) Point Barbs and Razor Ribbon Wire affixed to the top of gate system and;
2. One (1), Four (4') Foot Wide, Seven (7') foot tall, Walk Gate, with industrial hinges and pad-lockable strong-arm latch, consisting of the same gauge (Six (6) Gauge) of fencing material. This gate must include; Three (3) Strand Barb Wire, with Four (4) Point Barbs and Razor Ribbon Wire affixed to the top of gate system.

The Six (6) gauge, Two (2") Inch Mesh, Industrial grade, Galvanized, chain-link fence on the (South) Rear of the building will span One-Hundred and Seventy-Four (174') Feet in length, with no access gates.

The Six (6) gauge, Two (2") Inch Mesh, Industrial grade, Galvanized, chain-link fence on both the (East) and (West) Sides of the building will span Two-Hundred and Seventeen (217') Feet in length on each side, with no access gates.

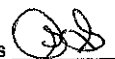
Six (6) Gauge, Exterior Chain-Link Fencing Project Price \$ 39,238.00

Item #2 Specifications:

Furnish and Install approximately One Hundred and Four (104') Feet (One-Hundred and Eighteen (118') feet including material for gates) of Twelve (12') foot tall, Nine (9) Gauge, Two (2") Inch Mesh, Galvanized, Commercial Grade, Chain-Link Security Fencing material, Top Selvage Twisted, Bottom Selvage Knuckled. All posts must be anchored/bolted to an existing concrete floor. Post Spacing must be Ten (10') Foot or less. Furnish and Install; One (1), Ten (10') wide by Twelve (12') Foot Tall, Double-Swing gate, (Two (2) adjoining Five (5') Foot Sections) with industrial hinges and pad-lockable strong-arm latch, consisting of the same gauge (Nine (9) Gauge) of fencing material and any other required installation materials, to include a "Drop-Rod" where the two sections of gate meet. Furnish and Install; One (1), Four (4') Foot Wide by Nine (9') foot tall, Walk Gate, with industrial hinges and pad-lockable strong-arm latch, consisting of the same gauge (Nine (9) Gauge) of fencing material and any other required installation materials.

Materials Utilized in Item #2 Specifications:

1. Twelve (12') foot Tall, Nine (9) Gauge, Two (2") Inch Mesh, Galvanized, Commercial Grade, Chain-Link fencing material, Top Selvage Twisted, Bottom Selvage Knuckled.
2. One (1), Ten (10') wide by Twelve (12') Foot Tall, Double-Swing gate, (Two (2) adjoining Five (5') Foot Sections) with industrial hinges and pad-lockable strong-arm latch, consisting of the same gauge (Nine (9) Gauge) of fencing material and any other required installation materials, to include a "Drop Rod" where the two sections of gate meet.
3. One (1), Four (4') Foot Wide by Nine (9') foot tall, Walk Gate, with industrial hinges and pad-lockable strong-arm latch, consisting of the same gauge (Nine (9) Gauge) of fencing material and any other required installation materials.
4. Three (3") Inch by Twelve (12') Foot, Terminal and Gate Posts, Galvanized.
5. Two and One Half (2 1/2") Inch by Twelve (12') Foot, Line Posts, Galvanized.
6. One and Five-Eighths (1 5/8") Inch diameter Top and Middle Rails, Galvanized.
7. One and Five-Eighths (1 5/8") Inch diameter Brace Rails, Galvanized.



8. Seven (7) Gauge Bottom Tension Wire.
9. All Posts must be anchored/bolted to an existing concrete floor, utilizing Eight (8") Inch by Eight (8") Inch Base Plates and Half (1/2") Inch by Six (6") Inch Galvanized Concrete Anchor Bolts.
10. Must Include a One (1) Year Workmanship Warranty.
11. Must Include a Ten (10) Year Material Warranty.
12. Work performed at a Standard Labor Rate

Additional Interior Item #2 Information:

The interior Twelve (12') foot Tall, Nine (9) gauge, Two (2") Inch mesh, Commercial grade, Galvanized, Chain-link fencing material, will be situated within a warehouse area, enclosing a rectangular in shape area of the South-West portion in the interior of the building.

The Twelve (12') foot Tall, Nine (9) gauge, Two (2") Inch mesh, Commercial grade, Galvanized, Chain-link fencing material, will span approximately Seventy-Six (76') Feet in length, which includes the fencing materials necessary for;

1. One (1), Four (4') Foot Wide by Nine (9') foot tall, Walk Gate, with industrial hinges and pad-lockable strong-arm latch, consisting of the same gauge (Nine (9) Gauge) of fencing material and any other required installation materials.

This section of chain-link fencing will begin at the (South) Interior Rear wall of the building, extending toward the North portion of the warehouse area, with the Walk Gate (1) access gate located Ten (10') Feet from the North-East corner.

The interior Twelve (12') foot Tall, Nine (9) gauge, Two (2") Inch mesh, Commercial grade, Galvanized, Chain-link fencing, will span approximately Forty-Two (42') Feet in length, which includes the fencing materials necessary for;

1. One (1), Ten (10') Wide by Twelve (12') Foot Tall, Double-Swing gate, (Two (2) adjoining Five (5') Foot Sections) with industrial hinges and pad-lockable strong-arm latch, consisting of the same gauge (Nine (9) Gauge) of fencing material and any other required installation materials, to include a "Drop Rod" where the two sections of gate meet.

This section of chain-link fencing will begin at the (West) Interior Side wall of the building, extending toward the East portion of the warehouse area, with the described double-swing gate centered in the fencing span, with Sixteen (16') Feet chain-link fencing material on either side of this gate.

Nine (9) Gauge, Interior, Chain-Link Fencing Project Price \$ 7,920.⁰⁰

Total Combined Item #1 and Item #2 Project Price \$ 47,158.⁰⁰

upon receipt of contract -
7-10 days to receive material -



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

D & S Fencing Co., Inc. County of Jefferson, State of Missouri
Company Name

Patricia A. Schaeffer
Signature
Patricia A. Schaeffer
Print

Dennis Gannon J.
Signature
Dennis Gannon J. County Executive

Company Address: _____
2800 Sunnyside Rd
Festus, mo 63028
Phone: 636-937-8300

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 Apple
County Auditor

APPROVED AS TO FORM

Walter Gannon
County Counselor

COOPERATIVE BID FORM

Bid Name: Sheriff's office Evidence Bldg

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.S., 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 ☐ for 90 days

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: \$ 1500⁰⁰

BY: Patricia A. Schaeffer

TITLE: President

COMPANY: D & S Fence Co.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 636-937-8300 E-mail pat.schaeffer@dandsfence.com

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



AFFIDAVIT OF WORK AUTHORIZATION

Comes now Sheila Wilkins as Accountant, first being duly sworn, on my oath, affirm D & S Fencing Co., Inc. is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to Job: Sheriff's Evidence Bldg or the duration of the contract, if awarded in accordance with RSMo Chapter 285.530(2). I also affirm that D & S Fencing Co., Inc. does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Sheriff's Evidence Bldg for the duration of the contract.

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).

Signature (person with authority)

Sheila Wilkins

Printed Name

Accountant

Title

8/12/19

Date

Subscribed and sworn to before me this 12th day of August, 2019. I am commissioned as a notary public within the County of Madison, State of Missouri, and my commission expires on February 20, 2023.

Signature of Notary

8/12/19

Date



SHANNON BALDWIN
My Commission Expires
February 17, 2022
Jefferson County
Commission #14936599

"An Equal Opportunity Employer"

Property Information			
Parcel Number	23-2.1-03.0-0-000-028.01	Mapped Acres	0.7900
Tax Year	2019	Assessed Value	37,500
Class	Commercial	Tax Rate	0.0000
Tax Code	73HEJP	Public Notes	
Land Use	V - Warehouse / Distribution		
Site Address	13291 STATE RD CC DE SOTO, MO 63020		

No Property Photos

Legal Descriptions					
Legal Description	Section/Township/Range	Plat Document Number	Plat Book	Plat Page	Plat Date
EL PORTAL LOTS 21,22,23,24,25 EX PT SOLD TO STATE HWY	03 39 5		005	17A	

Billing Details		Tax Due Amounts	
	Total	If paid in...	Amount due is...
Tax Billed	\$0.00	August 2019	\$0.00
Penalty Billed	\$0.00	September 2019	\$0.00
Cost Billed	\$0.00	October 2019	\$0.00
Total Billed	\$0.00	November 2019	\$0.00
Amount Paid	\$0.00	December 2019	\$0.00
Total Unpaid	\$0.00	Tax Due amounts are for all unpaid years. See Payment History section for year-by-year details.	

Payment History				
Tax Year	Total Due	Total Paid	Amount Unpaid	Date Paid
2018	\$2,145.60	\$2,145.60	\$0.00	12/4/2018
2017	\$2,015.71	\$2,015.71	\$0.00	12/6/2017
2016	\$1,983.97	\$1,983.97	\$0.00	12/8/2016
2015	\$1,942.66	\$1,942.66	\$0.00	12/10/2015
2014	\$1,971.19	\$1,971.19	\$0.00	12/9/2014
2013	\$1,964.23	\$1,964.23	\$0.00	11/27/2013
2012	\$1,898.21	\$1,898.21	\$0.00	12/6/2012
2011	\$1,894.97	\$1,894.97	\$0.00	12/8/2011
2010	\$1,878.88	\$1,878.88	\$0.00	12/3/2010
2009	\$1,913.63	\$1,913.63	\$0.00	11/16/2009
2008	\$1,920.74	\$1,920.74	\$0.00	11/5/2008
2007	\$1,873.51	\$1,873.51	\$0.00	11/16/2007
2006	\$1,702.82	\$1,702.82	\$0.00	11/15/2006

Related Names

Property Owner D&S FENCING COMPANY,
Address 2800 SUNNYSIDE RD
 FESTUS, MO 630283834
Deed Book 0392
Page 01675
Document Date 4/1/1988

No Taxing Bodies

Land Valuation

Property Use	Valued Acres	Appraised Value
Commercial	0.7900	34,400

Structure 1 of 1

Property Type	Description	Finished Sq. Ft	Year Built
COM - Commercial	Storage Warehouse	0	1999
344	406		
	26.00 Percent	74.00 Percent	
	26.00 Percent	74.00 Percent	
Heating & Cooling	Unfinished Basement		
Heating & Cooling	2800.00 Sq. Ft. Unfinished Basement	720.00 Sq. Ft.	

Assessments

Assessment Period	Appraised Land	Assessed Land	Appraised Building	Assessed Building	Appraised Total	Assessed Total
Form 11a	34,400	11,000	82,700	26,500	117,100	37,500
Form 11	34,400	11,000	82,700	26,500	117,100	37,500
Prior Year	17,200	5,500	82,700	26,500	99,900	32,000

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 Data updated: 2019-08-12 10:10:00
 wEdge Version 4.0.7074.18083

Account Information			
Account Number	058403	Tax Code	73HEJP
Tax Year	2019	Account Type	BUSINESS
Return Status	Completed	Tax Rate	0
Date Returned	1/29/2019		
City	Entire County		
Owner Name	D & S FENCING CO INC, 2800 SUNNYSIDE RD FESTUS, MO, 63028		

Items				
Item	Quantity	Assessed Value	Tax Amount	
1988 FORD C&C 24LBS 2AX	1	0	\$0.00	
1990 GMC AERIAL 24LBS 2A	1	0	\$0.00	
1993 WHITE DUMP	1	0	\$0.00	
1993 INT C&C 36LBS 2AX	1	0	\$0.00	
1995 FORD BOOM 54LBS 2AX	1	0	\$0.00	
1995 FORD C&C 36LBS 2AX	1	0	\$0.00	
1996 GMC C&C 36LBS 2AX	1	0	\$0.00	
1997 GMC C&C 36LBS 2AX	1	0	\$0.00	
1997 KW C&C 54LBS 2AX	1	0	\$0.00	
1998 KW C&C 36LBS 2AX	1	0	\$0.00	
1998 INT SEMI 54LBS 2AX	1	0	\$0.00	
2000 GMC C&C 36LBS 2AX	1	0	\$0.00	
2001 FREIGHTLIN SEMI 73LBS 2AX	1	0	\$0.00	
2002 GMC C&C 36LBS 2AX	1	0	\$0.00	
2003 GMC C&C 36LBS 2AX	1	0	\$0.00	
2003 INT DUMP 36LBS 2AX	1	0	\$0.00	
2004 GMC C&C 36LBS 2AX	1	0	\$0.00	
2004 FREIGHTLIN C&C 30LBS 2AX	1	0	\$0.00	
2004 INT AERIAL 30LBS 2A	1	0	\$0.00	
2005 GMC C&C 36LBS 2AX	1	0	\$0.00	
2005 FORD FB 36LBS 2AX	1	0	\$0.00	
2006 FREIGHTLIN SEMI 36LBS 2AX	1	0	\$0.00	
2006 INT FB 54LBS 3AX	1	0	\$0.00	
2007 FORD FB 36LBS 2AX	1	0	\$0.00	
2019 INT C&C 18LBS	1	0	\$0.00	
1999 INTERNATIONAL (4700) CAB & CHASSIS 4X2 21GVW C&C	1	0	\$0.00	
1999 FORD (F350) CAB & CHASSIS 4X2 4X2 12.5GVW C&C	1	0	\$0.00	
2000 GMC/CHEVY (C24) CAB & CHASSIS 4X2 9GVW C&C	1	0	\$0.00	
2003 FORD (F550SD) CAB & CHASSIS 4X2 4X2 17.5GVW C&C	1	0	\$0.00	
2003 INTERNATIONAL (4300) CAB & CHASSIS 4X2 4X2 23GVW C&C	1	0	\$0.00	
2003 INTERNATIONAL (4300) CAB & CHASSIS 4X2 4X2 23GVW C&C	1	0	\$0.00	
2003 INTERNATIONAL (7400) CAB & CHASSIS 6X4 6X4 46.0GVW 107BBC C&C	1	0	\$0.00	
2005 INTERNATIONAL (7400) CAB & CHASSIS 6X4 6X4 46.0GVW 107BBC C&C	1	0	\$0.00	
2005 KENWORTH (T300) CAB & CHASSIS 4X2 4X2 30GVW C&C	1	0	\$0.00	
2005 FORD (F350SD) CAB & CHASSIS 4X4 4X4 10GVW C&C	1	0	\$0.00	
2006 GMC/CHEVY (K34) CAB & CHASSIS 4X4 4X4 C&C	1	0	\$0.00	
2006 FORD (F750SD) CAB & CHASSIS 4X2 30GVW 110BBC	1	0	\$0.00	

2006 FREIGHTLINER (M2106) CAB & CHASSIS 4X2 4X2 106BBC C&C	1	0	\$0.00
2006 FORD (F550SD) CAB & CHASSIS 4X4 4X4 18GVW C&C	1	0	\$0.00
2012 FORD (F350) CAB & CHASSIS 4X4 4X4 10GVW C&C	1	0	\$0.00
2012 FORD (F550) CAB & CHASSIS 4X2 4X2 18GVW C&C	1	0	\$0.00
2014 FORD (F450) CAB & CHASSIS 4X4 4X4 16GVW C&C	1	0	\$0.00
2014 INTERNATIONAL (4300) CAB & CHASSIS 4X2 4X2 23GVW C&C	1	0	\$0.00
2015 INTERNATIONAL (4300) CAB & CHASSIS 4X2 4X2 23GVW C&C	1	0	\$0.00
2018 FORD (F550) CAB & CHASSIS 4X4 4X4 19.0GVW C&C	1	0	\$0.00
2018 INTERNATIONAL (4300) CAB & CHASSIS 4X2 4X2 23GVW C&C	1	0	\$0.00
1999 BOBCAT TRL 18	1	0	\$0.00
2001 BOBCAT TRL 18	1	0	\$0.00
2018 DUMP TRLR 18	1	0	\$0.00
2007 JD 410G BACKHOE	1	0	\$0.00
2015 BOBCAT T750	1	0	\$0.00
2016 BOBCAT E35	1	0	\$0.00
2016 BOBCAT T740	1	0	\$0.00
2016 BOBCAT T750	1	0	\$0.00
2017 BOBCAT T750	1	0	\$0.00
2017 BOBCAT T750	1	0	\$0.00
2017 BOBCAT T750	1	0	\$0.00
1961 HMDE TRL30FT TRL 30FT	1	0	\$0.00
1974 HMDE TRL20FT TRAILER 20FT	1	0	\$0.00
1978 HMDE TRL12FT TRAILER 12FT	1	0	\$0.00
1991 FLATBED TRL2A25FT TRAILER 2 AXLE 25FT	1	0	\$0.00
1994 FLATBED TRL2A25FT TRAILER 2 AXLE 25FT	1	0	\$0.00
1994 FLATBED TRL2A25FT TRAILER 2 AXLE 25FT	1	0	\$0.00
1995 VAN TRL2A20FT TRAILER 2 AXLE 20FT	1	0	\$0.00
1997 FLATBED TRL25FT TRAILER 25FT	1	0	\$0.00
1999 FLATBED TRL25FT TRAILER 25FT	1	0	\$0.00
1999 FLATBED TRL25FT TRAILER 25FT	1	0	\$0.00
1999 FLATBED TRL2A33FT TRAILER 2 AXLE 33FT	1	0	\$0.00
2001 FLATBED TRL2A25FT TRAILER 2 AXLE 25FT	1	0	\$0.00
2006 VAN TRL20FT TRAILER 20FT	1	0	\$0.00
2006 FLATBED TRL16FT TRAILER 16FT	1	0	\$0.00
2006 FLATBED TRL16FT TRAILER 16FT	1	0	\$0.00
2006 FLATBED TRL18FT TRAILER 18FT	1	0	\$0.00
2009 FLATBED TRL22FT TRAILER 22FT	1	0	\$0.00
2011 FLATBED TRL18FT TRAILER 18FT	1	0	\$0.00
2013 FLATBED TRL21FT TRAILER 21FT	1	0	\$0.00
2015 FLATBED TRL18FT TRAILER 18FT	1	0	\$0.00
2016 FLATBED TRL16FT TRAILER 16FT	1	0	\$0.00

2017 FLATBED TRL2A25FT TRAILER 2 AXLE 25FT	1	0	\$0.00
2017 FLATBED TRL2A25FT TRAILER 2 AXLE 25FT	1	0	\$0.00
2017 FLATBED TRL2A20FT FLATBED 2 AXLE 20FT	1	0	\$0.00
2018 FLATBED TRL2A20FT FLATBED 2 AXLE 20FT	1	0	\$0.00
2018 FLATBED TRL2A28FT TRAILER 2 AXLE 28FT	1	0	\$0.00
2018 FLATBED TRL2A25FT TRAILER 2 AXLE 25FT	1	0	\$0.00
2019 FLATBED TRL25FT TRAILER 25FT	1	0	\$0.00
2019 FLATBED TRL25FT TRAILER 25FT	1	0	\$0.00
2000 PLYMOUTH GRAND VOYAGER-V6 GRAND VOYAGER	1	0	\$0.00
2003 DODGE TRUCK RAM 1500 PICKUP-V8 REGULAR CAB ST 4WD 6CYL	1	0	\$0.00
2006 FORD TRUCK F250 SUPER DUTY-V8 SUPERCAB XL 4WD	1	0	\$0.00
2006 FORD TRUCK F350 SUPER DUTY-V8 REGULAR CAB XL 4WD	1	0	\$0.00
2006 CHEVROLET TRUCK SILVERADO 1500 EXTENDED CAB LS 4WD	1	0	\$0.00
2008 FORD TRUCK F250 SUPER DUTY-V8 SUPERCAB XL 4WD	1	0	\$0.00
2009 GMC LIGHT DUTY SIERRA 3500 EXTENDED CAB SLT 4WD	1	0	\$0.00
2009 FORD TRUCK F350 SUPER DUTY-V8 CREW CAB XL 4WD 6.4L V8	1	0	\$0.00
2009 CHEVROLET TRUCK SILVERADO 3500 CREW CAB LTZ 4WD TBO DIESEL	1	0	\$0.00
2011 CHEVROLET TRUCK SILVERADO 2500 HD REGULAR CAB LT 2WD	1	0	\$0.00
2012 DODGE TRUCK RAM 3500 PICKUP-I6 CREW CAB ST 4WD	1	0	\$0.00
2012 CHEVROLET TRUCK SILVERADO 1500 CREW CAB LTZ 4WD	1	0	\$0.00
2015 FORD TRUCK F350 SUPER DUTY-V8 CREW CAB XL 4WD 6.7 DIESEL	1	0	\$0.00
2015 CHEVROLET TRUCK SILVERADO 2500 HD CREW CAB LTZ 4WD 6.6L V8	1	0	\$0.00
2016 CADILLAC SRX UTILITY 4D LUXURY AWD V6	1	0	\$0.00
Z - Business Value	1	0	\$0.00
Total		0	\$0.00

Billing Details	
Tax Billed	\$0.00
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$0.00
Amount Paid	\$0.00
Total Unpaid	\$0.00

Tax Due Amounts	
If paid in...	Amount due is...
August 2019	\$0.00
September 2019	\$0.00
October 2019	\$0.00
November 2019	\$0.00
December 2019	\$0.00
Tax Due amounts are for all unpaid years.	
See Payment History section for year-by-year details.	

Payment History				
Tax Year	Total Due	Total Paid	Amount Unpaid	Date Paid
2018	\$23,767.85	\$23,767.85	\$0.00	2/21/2019
2017	\$16,068.86	\$16,068.86	\$0.00	2/21/2019
2016	\$13,145.19	\$13,145.19	\$0.00	12/15/2016
2015	\$12,758.42	\$12,758.42	\$0.00	12/10/2015
2014	\$14,364.66	\$14,364.66	\$0.00	12/9/2014
2013	\$15,151.92	\$15,151.92	\$0.00	11/22/2013
2012	\$18,197.55	\$18,197.55	\$0.00	12/7/2012
2011	\$15,705.63	\$15,705.63	\$0.00	12/5/2011
2010	\$15,819.45	\$15,819.45	\$0.00	12/2/2010
2009	\$16,568.81	\$16,568.81	\$0.00	11/16/2009
2008	\$16,827.07	\$16,827.07	\$0.00	11/19/2008

No Taxing Bodies

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Data updated: 2018-08-12 10:10:00
wEdge Version: 4.0.7074.18083



D&SFENC-01

BFELLOWS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2019

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

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

PRODUCER Risk Consulting Partners 8112 Maryland Ave. Suite 400 Clayton, MO 63105	CONTACT NAME: Brian Fellows	
	PHONE (A/C, No, Ext): (314) 328-5951	FAX (A/C, No):
INSURED D&S Fencing Co., Inc. 2800 Sunnyside Road Festus, MO 63028	E-MAIL ADDRESS: bfellows@rcpholdings.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: BITCO General Insurance Corporation	
	INSURER B: Align	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
20095		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CLP 3684245	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAP 3684237	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		560000612-01	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 3671773	8/1/2019	8/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Equipment Floater		CLP 3684245	8/1/2019	8/1/2020	Leased/Rented EQ 125,000

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

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only

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

AUTHORIZED REPRESENTATIVE



County of Jefferson

State of Missouri

Administration Center
729 Maple Street · PO Box 100
Hillsboro, Missouri 63050

Dennis Gannon

County Executive

DEPARTMENT OF ADMINISTRATIVE SERVICES

David Courtway - Director

Web Address: www.jeffcomo.org

Kristy Pedroli
Human Resources Manager
(636)797-5071 / Fax (636)797-5596

Vickie Pratt
General Services/Contracts & Grants Manager
(636)797-5380 / Fax (636)797-5067

D & S FENCING COMPANY INC
ATTENTION: PATRICIA SCHAEFFER
2800 SUNNYSIDE RD
FESTUS MO 63028-3834

URGENT/REQUEST FOR PROPOSAL

July 19, 2019

To whom it may concern:

Jefferson County, Missouri is currently seeking sealed PROPOSED for *SHERIFF'S OFFICE EVIDENCE BUILDING FENCE 2019*.

The Invitation for Bid / Request for Proposal notices are posted on our website at www.jeffcomo.org under the Services Tab, Invitation for Bid/Request for Proposal link.

The Invitation for Bid / Request for Proposal notices can only be opened thru the Adobe software application and are not in electronic format. Submissions must be either hand written or typed.

If unable to access *SHERIFF'S OFFICE EVIDENCE BUILDING FENCE 2019* at www.jeffcomo.org Contact Purchasing at 636-797-5380 to obtain a hard copy of the *SHERIFF'S OFFICE EVIDENCE BUILDING FENCE 2019* notice.

One (1) original and two (2) signed copies of the Invitation for Bid / Request for Proposal must be submitted in a sealed envelope plainly marked with *SHERIFF'S OFFICE EVIDENCE BUILDING FENCE 2019* to the following address:

Department of the County Clerk
Ken Waller
729 Maple Street
PO Box 100
Hillsboro MO 63050

D & S Fencing Co., Inc.

JUL 22 2019

All sealed PROPOSED must be received by 2:00 p.m. on August 13, 2019.
Late or faxed PROPOSED will be rejected and returned to sender.

To update your company's contact information on our vendor list, please fax a copy of your company's letterhead with the new contact information to 636-797-5067.

If you do not own any real or personal property in Jefferson County, please provide a verified affidavit stating so and return it with the bid.

Thank you for your interest. We are looking forward to receiving your PROPOSED.

Sincerely,

Vickie S. Pratt



Company ID Number: 183251



registration

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR DESIGNATED AGENTS

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS), and D & S Fencing Co., Inc. (Designated Agent). The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to D & S Fencing Co., Inc. (Designated Agent) on behalf of the Designated Agent's client (the Employer). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, SSA, the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

The Employer is not a party to this MOU. The E-Verify program requires an initial agreement between DHS and the Designated Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as a Designated Agent, the Designated Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a new MOU. The responsibilities of the parties remain the same in each MOU.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's databases to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
 - Automated verification checks on alien employees by electronic means, and
 - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

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5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer shall display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer shall provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.
4. The Employer shall comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain



A SERVICE OF DHS

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the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. Participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
6. The Employer shall initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer (through the Designated Agent) must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.
7. The Employer may not use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use



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

8. The Employer (through the Designated Agent) shall follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer shall not take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
10. The Employer shall comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer shall not engage in such illegal practices as selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or



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sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer shall record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer will use the information it receives from SSA or DHS (through its Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The information that the Employer receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. EMPLOYERS THAT ARE FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30



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

- b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.
- d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- e. Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as



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long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

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

E. RESPONSIBILITIES OF DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures
3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.



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B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.

4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the



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employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer shall not ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer shall refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer shall provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. If an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer shall send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).
7. If the Employer cannot determine whether there is a photo match/non-match, the



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Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

- A. This MOU is effective upon the signature of the parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require Designated Agents to take mandatory refresher tutorials. A Designated Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires the Employer's participation in E-Verify is terminated or completed. In such a circumstance, the Designated Agent must provide written notice to DHS. If the Designated Agent fails to provide such notice, it will remain a participant in the E-Verify program on behalf of the Employer, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all the Employer's newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Designated Agent understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by



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

- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.
- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS and the Designated Agent.

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

If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 183251

Approved by:

Employer D & S Fencing Co., Inc.

Susan Schaeffer

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/22/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/22/2009

Date



Company ID Number: 183251

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: D & S Fencing Co., Inc.

Company Facility Address: 2800 Sunnyside Road
Festus, MO 63028

Company Alternate
Address:

County or Parish: JEFFERSON

Employer Identification
Number: 430986357

North American Industry
Classification Systems
Code: 237

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified:
for: 1

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

- MISSOURI 1 site(s)



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

Name:	Patricia Schaeffer	Fax Number:	(636) 937 - 3619
Telephone Number:	(636) 937 - 8300 ext. 11		
E-mail Address:	patschaeffer@dandsfence.com		

Name:	Susan Schaeffer	Fax Number:	(636) 937 - 3619
Telephone Number:	(636) 937 - 8300 ext. 10		
E-mail Address:	sueschaeffer@dandsfence.com		



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

BID #: 19-0070

Request for Proposal: SHERIFF'S OFFICE EVIDENCE BUILDING FENCE 2019

Date Issued: 7-16-2019

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, AUGUST 13, 2019, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

CPL. MIKE TOOMBS
 Jefferson County Sheriff's Office
 636-797-5518
 mtoombs@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:**

<u>D & S Fencing Co Inc</u>	<u>Patricia Schaeffer</u>
Company Name	Authorized Agent (Print)
<u>2800 Sunnyside Rd</u>	<u>Patricia A. Schaeffer</u>
Address	Signature
<u>Festus Mo 63020</u>	<u>President</u>
City/State/Zip Code	Title
<u>636-937-8300 / 314-277-3649</u>	<u>8-12-2019</u>
Telephone #	Date
<u>430986357</u>	<u>430986357</u>
E-mail	Fax #
<u>patschaeffer@dandsfence.com</u>	<u>636-937-3619</u>

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REQUIRED DOCUMENTS

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

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

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).

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

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 Mo.

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

CPL. MIKE TOOMBS – JEFFERSON COUNTY SHERIFF'S OFFICE
636-797-5518

Materials Utilized in Item #1 Specifications:

1. Seven (7') foot tall, Six (6) Gauge, Two (2") Inch Mesh, Galvanized, Industrial Grade, Chain-Link fencing material, Top Selvage Twisted, Bottom Selvage Knuckled.
2. One (1), Twenty-Four (24') Foot wide, Seven (7') foot tall, Sliding Cantilever Gate, consisting of the same gauge (Six (6) Gauge) of fencing material, with required ball bearing truck assemblies, tracks and any other required installation materials. With Three (3) Strands of Barb Wire, with Four (4) Point Barbs and Razor Ribbon Wire affixed to the top of this gate, which must be affixed at an angle to allow normal operation of the gate system.
3. One (1), Four (4') Foot Wide, Seven (7') foot tall, Walk Gate, with industrial hinges and pad-lockable strong-arm latch, consisting of the same gauge (Six (6) Gauge) of fencing material and any other required installation materials. With Three (3) Strands of Barb Wire, with Four (4) Point Barbs and Razor Ribbon Wire affixed to the top of this gate, which must be affixed at an angle to allow normal operation of the gate system.
4. Four (4") Inch in Diameter Cantilever Posts, Galvanized.
5. Four (4") Inch in Diameter Terminal /Walk Gate Posts, Galvanized.
6. Three (3") Inch in Diameter Terminal Posts, Galvanized.
7. Two and One Half (2 1/2") Inch in Diameter Line Posts, Galvanized.
8. One and Five-Eighths (1 5/8") Inch in Diameter Top and Brace Rails, Galvanized.
9. One and Five-Eighths (1 5/8") Inch in Diameter Corner/End Truss Mid Braces, Galvanized.
10. Seven (7) Gauge Bottom Tension Wire.
11. Entirety of Chain-Link Fence and Gates topped with Three (3) Strands Barbed Wire, with Four (4) Point Barbs, affixed at a Forty-five (45) degree angle, (angled away from the secured area).
12. Entirety of Chain-Link Fence and Gates topped with Eighteen (18") Inch Razor Ribbon.
13. All Posts must be set in concrete footings, with the dimensions of the hole for the posts at a minimum of Twelve (12") inches in diameter by Forty (40") Inches in depth.
14. Must Include a One (1) Year Workmanship Warranty
15. Must Include a Ten (10) Year Material Warranty
16. Work performed at a Standard Labor Rate

Additional Exterior Item #1 Information:

The exterior, Seven (7') foot tall, Six (6) gauge, Two (2") Inch Mesh, Galvanized, Industrial Grade, Chain-Link Fencing, Top Selvage Twisted, Bottom Selvage Knuckled, will enclose the building and main parking area of this complex in its entirety.

The building dimensions are:

Front (North Side): Seventy (70') foot

Rear (South Side): Seventy (70') foot

Side (West Side): One-Hundred and Fifty-Two (152') Foot

Side (East Side): One-Hundred and Fifty-Two (152') Foot (Main Parking Area Located on this side.)

The exterior, Seven (7') foot tall, Six (6) gauge, Two (2") Inch Mesh, Industrial grade, Galvanized, chain-link fence will be installed in a rectangular shape, at a distance of:

Twenty (20') from the (West) Side of the building.

Twenty (20') from the (South) Rear of the building.

Forty-Five (45') from the (North) Front of the building.

Eighty-Four (84') Foot from the (East) Side (Enclosing the Main Parking Area and Light Poles within the fenced area.)

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

Company Name County of Jefferson, State of Missouri

Signature Dennis Gannon J. County Executive

Print

Company Address: _____

Phone: _____

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

County Auditor

APPROVED AS TO FORM

County Counselor