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INTRODUCED BY: COUNCIL MEMBER (s) Keller

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 **BRIDGE MAINTENANCE MATERIALS & SUPPLIES 2019; AND**
5 **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**
6 **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**
7 **AWARD OF THE BIDS AND PROPOSALS.**

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

11 BID NAME

12 Bridge Maintenance Materials & Supplies 2019

13 **NUMBER OF BIDS RECEIVED**

14 4

15 DATE OF BID OPENING

16 9-17-2019

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

FILED

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

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

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to NuWay Concrete Forms Inc., Jefferson
5 County Lumber, McConnell's of St. Louis, Inc., and Hopson Lumber Company for a term
6 from 10-28-19 through 10-27-20 upon approval by the County Council and County
7 Executive for up to \$200,000.00 per term, for total amount not to exceed \$200,000.00
8 for the term, subject to budgetary limitations.

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

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

14 BID NAME

15 Bridge Maintenance Materials & Supplies 2019

16 TERM

17 10-28-19 through 10-27-20

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

19 Upon approval by the County Council and County Executive

20 AMOUNT

21 Up to \$200,000.00 per term,

22 for total amount not to exceed \$200,000.00 for the term,

subject to budgetary limitations

AWARDED BIDDERS

NuWay Concrete Forms Inc. (A1)

Jefferson County Lumber (A2)

McConnell's of St. Louis, Inc. (A3)

Hopson Lumber Company (A4)

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

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

9 Reference as Exhibits "A1, A2, A3 and A4" and any agreements or contracts necessary to

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

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

12 of this Ordinance.

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

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

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

16 of records as promulgated by the Secretary of State.

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

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

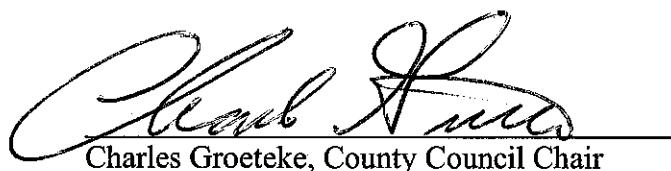
19 shall not affect the remainder of this Ordinance.

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

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

THE ABOVE BILL ON THIS 28th DAY OF October, 2019:

✓ PASSED FAILED

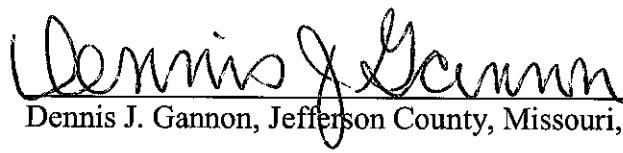


Charles Groeteke, County Council Chair

Pat Schlette
Pat Schlette, Council Executive Assistant

THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 21st DAY OF October, 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



Reading Date: 10-28-2019

TABLE OF CONTENTS:

Legal Notice and Invitation for Bid	Page 1
Table of Contents	Page 2
Bid Requirements	Page 3
Bid Response and Contract	Page 5
Affidavit	Page 9
Specifications	Page 11

REQUIRED DOCUMENTS

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

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

1.0 BID REQUIREMENTS

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

1.1 BID SUBMISSION:

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

1.2 BASIS OF BID AWARD:

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

1.3 BID AWARD:

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

1.4 BID PREPARATION:

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

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

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

1.6 LATE BIDS:

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

1.7 BID DEPOSITS/BONDS:

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

1.8 MATERIAL AVAILABILITY:

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

1.9 ALTERNATE BIDS:

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

1.10 INCORPORATION OF DOCUMENTS:

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

1.11 ADDENDA:

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

1.12 INSURANCE:

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

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

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

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

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

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

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

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

1.13 BID SUBMISSIONS

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



1.14 BID OPENINGS

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

1.15 BID TABULATIONS

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

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

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

2.2 TAXES:

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

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

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

2.4 PRICE:

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

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

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



2.6 NON-EXCLUSIVE AGREEMENT:

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

2.7 DEFINITIONS:

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

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

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

2.9 WARRANTY:

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

2.10 PAYMENT:

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

2.11 CHANGE ORDER:

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

2.12 DELIVERIES:

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

2.13 RESPONSIBILITY FOR SUPPLIES:

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

2.14 SUBCONTRACTS:

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



2.15 CHOICE OF LAW:

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

2.16 TERMINATION:

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

2.17 NOTICE AND SERVICE THEREOF:

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

2.18 CONTRACT TERM:

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

2.19 COMPLIANCE WITH APPLICABLE LAWS:

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



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

2.20 ACTS OF GOD:

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

2.21 SELLER'S INVOICES:

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

2.22 APPROVAL:

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

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for two (2) additional one-year terms with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: [] Individual: [] Partnership: [] Corporation.

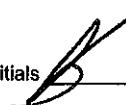
2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of Missouri.

2.25 LITIGATION:

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

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

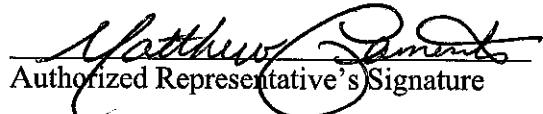


AFFIDAVIT OF WORK AUTHORIZATION

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

Comes now Matthew Clements (Name of Business Entity Authorized Representative) as Human Resources (Position/Title) first being duly sworn on my oath, affirm Nulway Concrete Forms, 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 Jefferson County Dept. of Administrative Services (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 Nulway Concrete Forms Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Jefferson County Dept. of Administrative Services (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

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

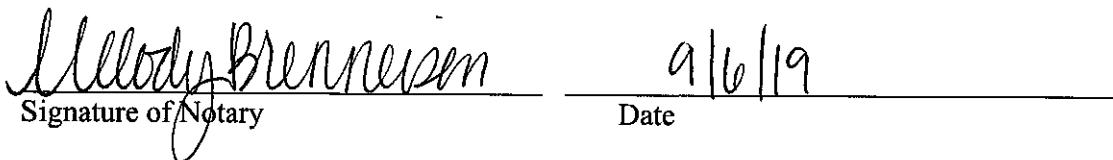

Authorized Representative's Signature

Matthew Clements
Printed Name

Human Resources
Title 9/6/19
Date

Subscribed and sworn to before me this 6th of September 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 Jan 28, 2022.
(NAME OF STATE) (DATE)


Signature of Notary 9/6/19
Date

AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Nuway Concrete Forms 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.

Matthew Clements
Authorized Business Entity
Representative's Name
(Please Print)

Matthew Clements
Authorized Business Entity
Representative's Signature

Nuway Concrete Forms Inc.
Business Entity Name

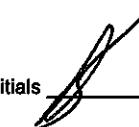
9/6/19
Date

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

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

AND

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



Bridge Maintenance Materials and Supplies Specifications

This bid is for the purchase of miscellaneous bridge maintenance materials and supplies to be used in the maintenance of Jefferson County bridges. The County reserves the right to purchase materials and supplies at any supplier when the County determines it is in its best interest due to pricing, or when requirements exceed these guidelines, or for special items.

INVOICE AND PAYMENT

Supplier shall submit statements with original copy of invoice showing the description, quantity shipped, unit and total manufacturer's list price. The quoted discount shall be shown on the invoice and applied to derive the net cost. The department will process payments against these statements.

SHIPMENTS/PICK-UPS

Any requested deliveries shall be accompanied by one priced invoice to serve as packing list and shall include delivery charges.

GENERAL

Contract shall be based on net price resulting from percentage discount from specified Manufacturers Price Sheet price lists.

Bidder must supply the County with a toll-free telephone number for placing orders.

Do not use chain discounts; show one discount only.

Price increase/decrease by the manufacturer will be allowed under this contract; however, the percentage discount shall remain the same. The County shall be notified prior to any price increase or decrease.

Current "Manufacturers Price Sheet" price lists will be required to be provided the County with the bid submittal. For awarded bidders, updated Manufacturers Price Sheet are required to be provided to the County upon request.

CONTRACT TERM AND RENEWAL

This contract will remain in effect for 12 months from the date of acceptance.

The County reserves the right to renew this contract for two additional 12-month periods at the same discounts, terms and conditions.



PRICING SHEET

Bidder shall complete spaces provided for materials or supplies bid and percentage discount from specified price list.

MATERIAL OR SUPPLY	MANUFACTURER	PRICING BID SHEET	PERCENT DISCOUNT
Widgets	ABC Company, Widget Manufacturer, and Widgets ABC Company	Manufacturers retail sheet (included)	5%

BID ONE DISCOUNT FOR ITEMS LISTED

MATERIAL OR SUPPLY	MANUFACTURER	PRICING BID SHEET	PERCENT DISCOUNT
Bridge Deck Sealing Material – items should be on MoDOT approved product list or similar; includes any related equipment	See attached Sealers.		10%
Bridge Patching Material – items should be on MoDOT approved product list or similar; includes any related equipment	SPEC CHEM Repair Mortar		10%
Concrete Forms – New forms, rental forms, form repair, form oil, etc.	FORMS DEE RAIL FORMS	See attached	5% MARKET PRICE
Misc. Concrete Equipment – Masonry drill bits, finishing tools, saw blades, etc. (including rental and repair)	HAND Tools BITS BLADES		10% 25% 25%
Pneumatic and Power Tools – Jackhammers, Chippers, Vibrators, etc. (including rental and repair)	Pneumatic Tools POWER Tools MISC. PARTS		5% 5% SEE ATTACHED
Water Pumps – Submersible pumps, hoses, etc. (includes rental and repair)	PUMPS HOSES + PARTS		5% SEE ATTACHED

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

Nu Way Concrete Forms Inc
Company Name

Signature

Gregg Mueller

Print

Company Address: 4190

Hoffmeister Ave

ST. LOUIS, MO 63125

Phone: 314-544-1214

County of Jefferson, State of Missouri

Dennis J. Gannon
Dennis J. Gannon County Executive

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

Kristy L. Berlin
County Auditor

APPROVED AS TO FORM

County Counselor

COOPERATIVE BID FORM

Bid Name: BRIDGE MAINTENANCE MATERIALS & SUPPLIES 2019

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes No

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: \$

BY:

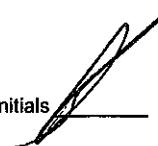
TITLE:

COMPANY:

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone **E-mail**

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



**Nu Way Concrete Forms, Inc.**

4190 Hoffmeister Avenue
 St Louis, Missouri 63125
 Phone: 800.542.1214
 Phone: 314.544.1214
 Fax: 314.544.7665

Quotation**214230**

08/28/2019

10/31/2019

Quote No**Quote Date****Expire Date**

3777

Customer

Kurt Wengert

Purchaser**Your Ref**

By 09/04/2019

Erwin Mueller

Entered By

ANDY SMITH

Sales Rep

CPU

Ship Via

Page 1 of 5

Special Instructions		Notes					

Line	Product Code	Description	Qty/Footage	Tax	Price	Per	Total
1		Bridge Deck Sealing Material - Items Should be on the MoDOT Approved Product List.					
2	zz_SOPO_GROUT & CHEMICALS_3494	ATS-200 55 GAL PENETRATING SEALER	1 ea	N	1,822.50 -10%	ea	1,640.25
3		End of Bridge Deck Sealing Material - Items Should be on the MoDOT Approved Product List.					1,640.25
4		Bridge Patching Material - Items Should be on the MoDOT Approved Product List.					
5	SPEC REPCON928	Repcon 928 Pavement Mortar	1 ea	N	23.94 -10%	ea	21.55
6		End of Bridge Patching Material - Items Should be on the MoDOT Approved Product List.					21.55
7		Concrete Forms - New Forms, Rental Forms, Repair, Form Oil Ect.					
8	ELLI 130244	24" x 4' Steel Ply Panel	1 ea	N	59.95 -5%	ea	56.95
9	ELLI 130246	24" x 6' Steel Ply Panel	1 ea	N	90.50 -5%	ea	85.97
10	ELLI 130248	24" x 8' Steel Ply Panel	1 ea	N	104.00 -5%	ea	98.80
11	Form Rental Charges	Form Rental Charges Based on 150 Linear Feet of Wall 4' Wall (28 Day Rental) \$9.45 Per Linear Foot.		N			1,417.50
12	Form Rental Charges	Form Rental Charges Based on 150 Linear Feet of Wall 6' Wall (28 Day Rental) \$14.50 Per Linear Foot.		N			2,175.00
13	Form Rental Charges	Form Rental Charges Based on 150 Linear Feet of Wall 8' Wall (28 Day Rental) \$16.50 Per Linear Foot.		N			2,475.00
14	DEE 040103	4" x 10' 3 Pocket Dee Form	1 ea	N	52.70	ea	52.70
15	DEE 060103	6" x 10' 3 Pocket Dee Form	1 ea	N	62.85	ea	62.85
16	DEE 080103	8" x 10' 3 Pocket Dee Form	1 ea	N	93.55	ea	93.55

Subject to our terms and conditions of sale. Further copies available on request.



Everything for the Contractor!

Nu Way Concrete Forms, Inc.

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Sales Rep
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ANDY SMITH

CPU

Invoice Address

JEFFERSON COUNTY HIGHWAY
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Page 2 of 5

Line	Product Code	Description	Qty/Footage	Tax	Price	Per	Total
17	DEE 120103	12" x 10' 3 Pocket Dee Form		1 ea	N	104.35	104.35
18	Form Rental Charges	Based On 100 Linear Feet of Curb Form 4"x10' 3pk Dee Form 28 Day Rental		N			120.00
19	Form Rental Charges	Based On 100 Linear Feet of Curb Form 6"x10' 3pk Dee Form 28 Day Rental		N			142.00
20	Form Rental Charges	Based On 100 Linear Feet of Curb Form 8"x10' 3pk Dee Form 28 Day Rental		N			212.00
21	Form Rental Charges	Based On 100 Linear Feet of Curb Form 12"x10' 3pk Dee Form 28 Day Rental		N			237.00
22	SPEC NWDELUX5	5-Gal Nuway Deluxe Form Release Agent Spec Chem		1 ea	N	48.75 -5%	46.31
23	SPEC NWDELUX55	55-Gal Nuway Deluxe Form Release Agent Spec Chem		1 ea	N	410.00 -5%	389.50
24	CHAP 1449	3.5-gal Industrial Viton Concrete Funnel Top Sprayer		1 ea	N	89.00 -5%	84.55
25	UNIV 54108	8" Heavy Duty "S" Panel Tie	100	ea	N	46.25	46.25
26	UNIV 54112	12" Heavy Duty "S" Panel Tie	100	ea	N	54.00	54.00
27	UNIV 54116	16" Heavy Duty "S" Panel Tie	100	ea	N	0.70	ea 70.00
28		End of Concrete Forms - New Forms, Rental Forms, Repair, Form Oil Ect.					8,024.28
29		Misc. Concrete Equipment - Masonry Bits, Finishing Tools, Saw Blades, Ect. (Rental & Repair)					
30	BOSC HCFC2011	3/16" x 4" x 6 1/2" SDS Plus Carbide Bit Bulldog Extreme		1 ea	N	5.00 -25%	3.75
31	BOSC HCFC2064	3/8" x 10" x 12" SDS Plus Carbide Bit Bulldog Extreme		1 ea	N	12.00 -25%	9.00
32	BOSC HCFC2103	5/8" x 10" x 12" SDS Plus Carbide Bit Bulldog Extreme		1 ea	N	23.75 -25%	17.81
33	BOSC HCFC5021	SDS Max Speed Xtreme Carbide Bit 5/8" x 16" x 21"		1 ea	N	61.75 -25%	46.31
34	BOSC HCFC2227	3/4" x 16" x 18" SDS Plus Carbide Bit Bulldog Extreme		1 ea	N	44.25 -25%	33.19
35	BOSC HCFC5031	SDS Max Speed Xtreme Carbide Bit 3/4" x 16" x 21"		1 ea	N	62.75 -25%	47.06

**Nu Way Concrete Forms, Inc.**

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08/28/2019

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Quote No**Quote Date****Expire Date****Customer**

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Purchaser

Kurt Wengert

Your Ref**Delivery**

By 09/04/2019

Entered By

Erwin Mueller

Sales Rep

ANDY SMITH

Ship Via

CPU

Invoice Address

JEFFERSON COUNTY HIGHWAY
 DEPT.
 P.O. BOX 100
 HILLSBORO, Missouri, 63050

Other Address

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Page 3 of 5

Line	Product Code	Description	Qty/Footage	Tax	Price	Per	Total
36	BOSC HCFC2267	1" x 16" x 18" SDS Plus Carbide Bit Bulldog Extreme	1 ea	N	57.50 -25%	ea	43.12
37	BOSC HCFC5051	SDS Max Speed Xtreme Carbide Bit 1" x 16" x 21"	1 ea	N	70.50 -25%	ea	52.87
38	MARS MX64D	14" x 4" Xtralite Finishing Trowel W Straight Durasoft Handle	1 ea	N	32.50 -10%	ea	29.25
39	MARS MXS64D	14" x 4" Xtra Lite Finishing Trowel W Durasoft Handle	1 ea	N	32.25 -10%	ea	29.02
40	KRAF CF014	14" x 3-1/4" Magnesium Float With Wood Handle Broken In	1 ea	N	16.50 -10%	ea	14.85
41	MARS 52	5" x 2" Margin Trowel	1 ea	N	11.50 -10%	ea	10.35
42	MARS 56	6" x 2" Margin Trowel	1 ea	N	11.75 -10%	ea	10.57
43	KRAF CF018	18" x 3-1/4" Magnesium Float With Wood Handle Broken In	1 ea	N	19.50 -10%	ea	17.55
44	HUSQ 585580801	14" x .125 Vari Cut Plus Cured Concrete Blade Asphalt Overlay Wet	1 ea	N	135.95 -25%	ea	101.96
45	HUSQ 585580803	18" x .140 Vari Cut Plus Cured Concrete Blade Asphalt Overlay Wet	1 ea	N	400.00 -25%	ea	300.00
46	MARS BFKIT9	48" Round End Bull Float Kit 4 Snap Hndls, Rock-It Head, Case	1 ea	N	232.95 -10%	ea	209.65
47		End of Misc. Concrete Equipment - Masonry Bits, Finishing Tools, Saw Blades, Ect. (Rental & Repair)					976.31
48		Pneumatic and Power Tools					
49	BOSC BH2770VCD	Brute Turbo Breaker With Cart Points And Chisels	1 ea	N	1,649.55 -5%	ea	1,567.07
50	NUWA 3450	3/4" x 50' Jack Hammer Air Hose Coupled W Universal Fittings Red	1 ea	N	50.00 -10%	ea	45.00
51	APT 1415237	APT M190 Paving Breaker 90-Lb class 1-1/8" Hex Bit (#5239)	1 ea	N	969.00 -5%	ea	920.55
52	APT 1415216	Apt 133 Demolition Tool 30-lb Rivet Buster / Jumbo Shank	1 ea	N	1,050.00 -5%	ea	997.50
53	APT 1415235	Apt 160 Paving Breaker 60-Lb 1-1/8" x 6" Hex Shank	1 ea	N	845.00	ea	845.00
54	WACK M2500	Wacker 2-1/2 hp Electric Vibrator Motor	1 ea	N	490.00 -5%	ea	465.50
55	WACK H35HA	Wacker 1.4" Vibrator Square Head, 15.9" Length	1 ea	N	215.00 -5%	ea	204.25


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Purchaser Kurt Wengert

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Entered By Erwin Mueller

Sales Rep ANDY SMITH

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Page 4 of 5

Line	Product Code	Description	Qty/Footage	Tax	Price	Per	Total
56	WACK SM3S	Wacker 10' Vibrator Shaft	1 ea	N	199.00	ea	199.00
57	OZTE BP50	4 Stroke Back Pack Vibrator Honda Motor	1 ea	N	1,866.00 -10%	ea	1,679.40
58	NORT 30BP1	Quick Disconnect For Oztec Backpack Vibrator	1 ea	N	24.25 -5%	ea	23.04
59	NORT 30A10	10-ft Oztec Vibrator Shaft	1 ea	N	219.00 -25%	ea	164.25
60	NORT 30F15	1-1/2" x 14" Vibrator Head	1 ea	N	247.00 -25%	ea	185.25
61	VIBR VS0001	Vibra-strike II power screed handlebar type 4-stroke eng. (BICYCLE HANDLE)	1 ea	N	1,650.00 -15%	ea	1,402.50
62	Labor 1 unit	(for VIBR VS0001)					0.00
63	VIBR FM4112-F4	12' F4 Style Screed Board For Vibra Strike	1 ea	N	479.50 -5%	ea	455.52
64	WACK GP3800A	3800-w generator w/8-hp honda engine 28.3 cont.-amps * NO WHEEL KIT *	1 ea	N	1,685.00	ea	1,685.00
65	Labor 1 unit	(for WACK GP3800A)					0.00
66	Rental Dept Default	Rental Dept: Pneumatic Breaker Package 185cfm Air Compressor - Breaker - Bits - 2 hoses w/ 10' Whip Hose -Oiler - Fuse Inc - Daily Rate End of Pneumatic and Power Tools		N			173.50
67							11,012.33
68		Water Pumps & Accessories					
69	KOSH KTH80S	3" Trash Pump Gx270 383 Gpm W/O Strainer	1 ea	N	1,222.60 -5%	ea	1,161.47
70	Labor 1 unit	(for KOSH KTH80S)					0.00
71	INDU F3SHS	3" Centrifugal Strainer	1 ea	N	24.71 -15%	ea	21.00
72	INDU 46563	3" x 50' PVC Discharge Hose	1 ea	N	83.25 -10%	ea	74.92
73	INDU 46550	3"x 20' PVC Suction Hose	1 ea	N	85.00	ea	85.00
74	MULT ST2040T	2" Trash Submersible Pump, 79 gpm, Electric Motor, 1.0 hp, 115-v/6.8a 40' Head	1 ea	N	330.00 -5%	ea	313.50
75	MILF 149050	2" Close Black Nipple	1 ea	N	4.75 -5%	ea	4.51
76	LITT 599211	Mechanical Pump Float Switch W/20' Crd 1-hp(115-v)/2-hp230-v) 15-amp	1 ea	N	119.75 -15%	ea	101.79
77	INDU 46560	2" x 50' PVC Discharge Hose	1 ea	N	50.00 -10%	ea	45.00

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Page 5 of 5

Line	Product Code	Description	Qty/Footage	Tax	Price	Per	Total
78	HOME 18108-H	2" Hose Washer	1	ea	N	1.50	1.50
79	Rental Dept Default	Rental Dept 2" Submersible Pump W/ 2 hoses Per Day		N			30.00
80	Rental Dept Default	Rental Dept 3" Trash Pump W/ 2 hoses Per Day		N			55.00
81		End of Water Pumps & Accessories					1,893.69

Returns & exchanges must be made within 30 days.

Refund must be accompanied by sales receipt.

Restocking and/or handling charges may apply.

Thank you for your business !

Total Amount	23,568.41
Taxable at 7.738%	0.00
Sales Tax	0.00
Quotation Total	\$23,568.41

By your signature below, you are agreeing to the Terms and Conditions of sale.

Buyer

Date

Subject to our terms and conditions of sale. Further copies available on request.

TABLE OF CONTENTS:

Legal Notice and Invitation for Bid	Page 1
Table of Contents	Page 2
Bid Requirements	Page 3
Bid Response and Contract	Page 5
Affidavit	Page 9
Specifications	Page 11

REQUIRED DOCUMENTS

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

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

1.0 **BID REQUIREMENTS**

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

1.1 **BID SUBMISSION:**

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

1.2 **BASIS OF BID AWARD:**

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

1.3 **BID AWARD:**

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

1.4 **BID PREPARATION:**

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

1.5 **MODIFICATION OR WITHDRAWAL OF BIDS:**

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

1.6 **LATE BIDS:**

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

1.7 **BID DEPOSITS/BONDS:**

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

1.8 **MATERIAL AVAILABILITY:**

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

1.9 **ALTERNATE BIDS:**

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

1.10 INCORPORATION OF DOCUMENTS:

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

1.11 ADDENDA:

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

1.12 INSURANCE:

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

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

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

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

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

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

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

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

1.13 BID SUBMISSIONS

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

1.14 BID OPENINGS

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

1.15 BID TABULATIONS

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

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

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

2.2 TAXES:

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

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

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

2.4 PRICE:

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

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

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

2.6 NON-EXCLUSIVE AGREEMENT:

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

2.7 DEFINITIONS:

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

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

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

2.9 WARRANTY:

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

2.10 PAYMENT:

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

2.11 CHANGE ORDER:

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

2.12 DELIVERIES:

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

2.13 RESPONSIBILITY FOR SUPPLIES:

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

2.14 SUBCONTRACTS:

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

2.15 CHOICE OF LAW:

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

2.16 TERMINATION:

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

2.17 NOTICE AND SERVICE THEREOF:

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

2.18 CONTRACT TERM:

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

2.19 COMPLIANCE WITH APPLICABLE LAWS:

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

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

2.20 ACTS OF GOD:

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

2.21 SELLER'S INVOICES:

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

2.22 APPROVAL:

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

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for two (2) additional one-year terms with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: Individual: Partnership: Corporation.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of _____.

2.25 LITIGATION:

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

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

AFFIDAVIT OF WORK AUTHORIZATION

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

Comes now Ed Rottmeier (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm

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

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

Ed Rottmeier

Authorized Representative's Signature

Ed Rottmeier

Printed Name

Pres.

Title

9/5/19

Date

Subscribed and sworn to before me this 5 of September. I am

(DAY)

(MONTH, YEAR)

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

(NAME OF COUNTY)

Missouri
(NAME OF STATE)

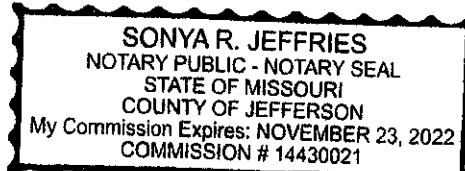
and my commission expires on 11/23/2022.

(DATE)

Signature of Notary

9/5/19

Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Jefferson County Lumber (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.

Ed Rottmeier

Authorized Business Entity
Representative's Name
(Please Print)

Ed Rottmeier

Authorized Business Entity
Representative's Signature

Jefferson County Lumber

Business Entity Name

9/5/19

Date

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

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

AND

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

Bridge Maintenance Materials and Supplies Specifications

This bid is for the purchase of miscellaneous bridge maintenance materials and supplies to be used in the maintenance of Jefferson County bridges. The County reserves the right to purchase materials and supplies at any supplier when the County determines it is in its best interest due to pricing, or when requirements exceed these guidelines, or for special items.

INVOICE AND PAYMENT

Supplier shall submit statements with original copy of invoice showing the description, quantity shipped, unit and total manufacturer's list price. The quoted discount shall be shown on the invoice and applied to derive the net cost. The department will process payments against these statements.

SHIPMENTS/PICK-UPS

Any requested deliveries shall be accompanied by one priced invoice to serve as packing list and shall include delivery charges.

GENERAL

Contract shall be based on net price resulting from percentage discount from specified Manufacturers Price Sheet price lists.

Bidder must supply the County with a toll-free telephone number for placing orders.

Do not use chain discounts; show one discount only.

Price increase/decrease by the manufacturer will be allowed under this contract; however, the percentage discount shall remain the same. The County shall be notified prior to any price increase or decrease.

Current "Manufacturers Price Sheet" price lists will be required to be provided the County with the bid submittal. For awarded bidders, updated Manufacturers Price Sheet are required to be provided to the County upon request.

CONTRACT TERM AND RENEWAL

This contract will remain in effect for 12 months from the date of acceptance.

The County reserves the right to renew this contract for two additional 12-month periods at the same discounts, terms and conditions.

PRICING SHEET

Bidder shall complete spaces provided for materials or supplies bid and percentage discount from specified price list.

MATERIAL OR SUPPLY	MANUFACTURER	PRICING BID SHEET	PERCENT DISCOUNT
Widgets	ABC Company, Widget Manufacturer, and Widgets ABC Company	Manufacturers retail sheet (included)	5%

BID ONE DISCOUNT FOR ITEMS LISTED

MATERIAL OR SUPPLY	MANUFACTURER	PRICING BID SHEET	PERCENT DISCOUNT
Bridge Deck Sealing Material – items should be on MoDOT approved product list or similar; includes any related equipment		Contractor Pricing	Contractor Pricing
Bridge Patching Material – items should be on MoDOT approved product list or similar; includes any related equipment			
Concrete Forms – New forms, rental forms, form repair, form oil, etc.			
Misc. Concrete Equipment – Masonry drill bits, finishing tools, saw blades, etc. (including rental and repair)			
Pneumatic and Power Tools – Jackhammers, Chippers, Vibrators, etc. (including rental and repair)			
Water Pumps – Submergible pumps, hoses, etc. (includes rental and repair)			

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 5th day of September 2019:

Jefferson County Lumber Co.
Company Name

County of Jefferson, State of Missouri

Ed Kottmeier
Signature
Ed Kottmeier
Print

Dennis J. Gannon
Dennis J. Gannon County Executive

Company Address: _____
Po Box 935, 1000 Main St.
Imperial, MO 63052
Phone: 636 464-5350

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 Appling
County Auditor

APPROVED AS TO FORM

John W. Johnson
County Counselor

COOPERATIVE BID FORM

Bid Name: Bridge Maintenance Materials + Supplies

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes X No _____

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

BY: Ed Kottmeier

TITLE: Pres.

COMPANY: Jefferson County Lumber Co.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 636 464-5350 E-mail ek@jeffersoncountylumber.com

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



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

BID #: 19-0075

Invitation for Bid: BRIDGE MAINTENANCE MATERIALS & SUPPLIES 2019 **Date Issued: 8-19-2019**

BIDS SHALL BE ACCEPTED UNTIL: **TUESDAY, SEPTEMBER 17, 2019 AT 2:00 P.M. LOCAL TIME.**

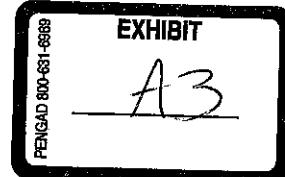
**Specification
Contact:**

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

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5380

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



SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

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

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

**Vendor
Information:**

McConnell's of St. Louis, Inc.	Greg W. Lucas	
Company Name	Authorized Agent (Print)	
2262 Front St.	<i>Greg W. Lucas</i>	
Address	Signature	
Pevely, MO <i>63070</i>	Vice President	
City/State/Zip Code	Title	
636-475-7733	9/13/19	43-1708024
Telephone #	Date	Tax ID #
g.lucas@mcconnellassociates.org	636-475-3148	
E-mail	Fax #	

TABLE OF CONTENTS:

Legal Notice and Invitation for Bid	Page 1
Table of Contents	Page 2
Bid Requirements	Page 3
Bid Response and Contract	Page 5
Affidavit	Page 9
Specifications	Page 11

REQUIRED DOCUMENTS

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

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

1.0 BID REQUIREMENTS

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

1.1 BID SUBMISSION:

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

1.2 BASIS OF BID AWARD:

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

1.3 BID AWARD:

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

1.4 BID PREPARATION:

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

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

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

1.6 LATE BIDS:

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

1.7 BID DEPOSITS/BONDS:

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

1.8 MATERIAL AVAILABILITY:

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

1.9 ALTERNATE BIDS:

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



1.10 INCORPORATION OF DOCUMENTS:

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

1.11 ADDENDA:

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

1.12 INSURANCE:

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

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

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

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

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

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

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

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

1.13 BID SUBMISSIONS

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

1.14 BID OPENINGS

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

1.15 BID TABULATIONS

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

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

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

2.2 TAXES:

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

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

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

2.4 PRICE:

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

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

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

2.6 NON-EXCLUSIVE AGREEMENT:

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

2.7 DEFINITIONS:

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

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

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

2.9 WARRANTY:

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

2.10 PAYMENT:

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

2.11 CHANGE ORDER:

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

2.12 DELIVERIES:

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

2.13 RESPONSIBILITY FOR SUPPLIES:

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

2.14 SUBCONTRACTS:

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

2.15 CHOICE OF LAW:

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

2.16 TERMINATION:

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

2.17 NOTICE AND SERVICE THEREOF:

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

2.18 CONTRACT TERM:

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

2.19 COMPLIANCE WITH APPLICABLE LAWS:

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

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

2.20 ACTS OF GOD:

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

2.21 SELLER'S INVOICES:

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

2.22 APPROVAL:

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

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for two (2) additional one-year terms with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: [] Individual: [] Partnership: Corporation.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of Missouri.

2.25 LITIGATION:

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

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

AFFIDAVIT OF WORK AUTHORIZATION

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

Comes now Greg W. Lucas (Name of Business Entity Authorized Representative) as Vice President (Position/Title) first being duly sworn on my oath, affirm McConnell's of St. Louis, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Bid #19-0075 Bridge Maintenance Materials (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 McConnell's of St. Louis, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Bid #19-0075 Bridge Maintenance Materials (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.)

Greg W. L
Authorized Representative's Signature

Greg W. Lucas
Printed Name

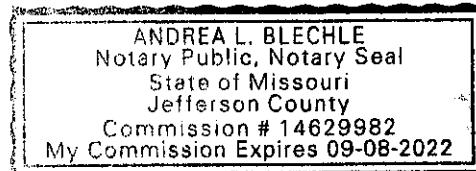
Vice President 9/13/19
Title Date

Subscribed and sworn to before me this 12th of Sept., 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 Sept. 8, 2022.
(NAME OF STATE) (DATE)

Anthea Blechle 9/12/19
Signature of Notary Date



AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that McConnell's of St. Louis, 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.

Greg W. Lucas

Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

McConnell's of St. Louis, Inc.
Business Entity Name

9/13/19
Date

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

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

AND

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

Bridge Maintenance Materials and Supplies Specifications

This bid is for the purchase of miscellaneous bridge maintenance materials and supplies to be used in the maintenance of Jefferson County bridges. The County reserves the right to purchase materials and supplies at any supplier when the County determines it is in its best interest due to pricing, or when requirements exceed these guidelines, or for special items.

INVOICE AND PAYMENT

Supplier shall submit statements with original copy of invoice showing the description, quantity shipped, unit and total manufacturer's list price. The quoted discount shall be shown on the invoice and applied to derive the net cost. The department will process payments against these statements.

SHIPMENTS/PICK-UPS

Any requested deliveries shall be accompanied by one priced invoice to serve as packing list and shall include delivery charges.

GENERAL

Contract shall be based on net price resulting from percentage discount from specified Manufacturers Price Sheet price lists.

Bidder must supply the County with a toll-free telephone number for placing orders.

Do not use chain discounts; show one discount only.

Price increase/decrease by the manufacturer will be allowed under this contract; however, the percentage discount shall remain the same. The County shall be notified prior to any price increase or decrease.

Current "Manufacturers Price Sheet" price lists will be required to be provided the County with the bid submittal. For awarded bidders, updated Manufacturers Price Sheet are required to be provided to the County upon request.

CONTRACT TERM AND RENEWAL

This contract will remain in effect for 12 months from the date of acceptance.

The County reserves the right to renew this contract for two additional 12-month periods at the same discounts, terms and conditions.

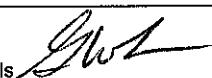
PRICING SHEET

Bidder shall complete spaces provided for materials or supplies bid and percentage discount from specified price list.

MATERIAL OR SUPPLY	MANUFACTURER	PRICING BID SHEET	PERCENT DISCOUNT
Widgets	ABC Company Widget Manufacturer, and Widgets ABC Company	Manufacturers retail sheet (included)	5%

BID ONE DISCOUNT FOR ITEMS LISTED

MATERIAL OR SUPPLY	MANUFACTURER	PRICING BID SHEET	PERCENT DISCOUNT
Bridge Deck Sealing Material – items should be on MoDOT approved product list or similar; includes any related equipment	STAR MACRO DECK CONCRETE PROTECTOR	5 gallon pails \$129.00 \$25.80/gal ----- 55 gal drum \$1,078.00 19.60/gal ----- 275 gal tote \$5,082.00 \$18.48/gal	0%
Bridge Patching Material – items should be on MoDOT approved product list or similar; includes any related equipment		No Bid	
Concrete Forms – New forms, rental forms, form repair, form oil, etc.		No Bid	
Misc. Concrete Equipment – Masonry drill bits, finishing tools, saw blades, etc. (including rental and repair)		No Bid	
Pneumatic and Power Tools – Jackhammers, Chippers, Vibrators, etc. (including rental and repair)		No Bid	
Water Pumps – Submergible pumps, hoses, etc. (includes rental and repair)		No Bid	



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

McConnell's of St. Louis, Inc.

Company Name



Signature

Greg W. Lucas

Print

Company Address: _____

2262 Front St.

Pevely, MO 63070

Phone: _____ 636-475-7733

County of Jefferson, State of Missouri



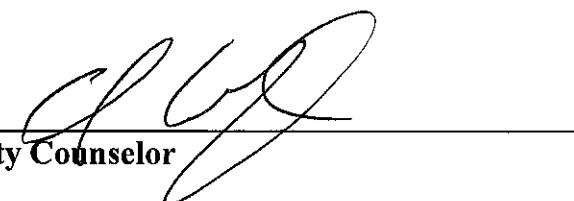
Dennis J. Gannon County Executive

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


County Auditor

APPROVED AS TO FORM

County Counselor



COOPERATIVE BID FORM

Bid Name: Bridge Maintenance Materials and Supplies 2019

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes X No _____

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if 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: \$ 129.00

BY: 
Greg W. Lucas

TITLE: Vice President

COMPANY: McConnell's of St. Louis, Inc.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 636-475-7733 E-mail g.lucas@mcconnellassociates.org

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

STAR PRODUCTS PRICE LIST

Effective- May 1, 2019

All Prices Are Stated As "Per Gallon" except STAR EMULSIFIER and H2-OFF, which are denoted in \$/lb.

PRODUCTS	ITEM NO.	CONTAINER DESCRIPTION	NET WT. LBS.	SUGGESTED RETAIL PRICE/unit
TRAFFIC PAINTS				

ALL PRICES ARE DELIVERED PRICES, DIRECTLY FROM ENNIS.

ENNIS-100% ACRYLIC, HIGH SOLIDS, FAST DRY TRAFFIC PAINT (TT P - 1952 F)	<i>Currently all Traffic Paints Are Being Supplied Under Ennis Paints Label.</i>			
ENNIS-FAST DRY- WHITE	600805	PAIL - 5 GAL.	74	\$ 19.13
ENNIS-FAST DRY-YELLOW	600205	PAIL - 5 GAL.	74	\$ 19.55
ENNIS-FAST DRY-HANDICAP BLUE	600705	PAIL - 5 GAL.	74	\$ 19.98
ENNIS-FAST DRY-RED	600405	PAIL - 5 GAL.	74	\$ 22.10
ENNIS-FAST DRY-BLACK	600905	PAIL - 5 GAL.	74	\$ 19.55

DRUM AND TOTE PRICES ARE AVAILABLE UPON REQUEST.

STAR PERMALINE, ALKYD, TRAFFIC PAINT, Is Not Available From Our Ohio Warehouse. Orders will be shipped directly from the mfg plant - PLEASE CALL F

ADDITIVES	ADDITIVES	ADDITIVES	ADDITIVES	ADDITIVES	ADDITIVES	ADDITIVES	ADDITIVES
STAR MACRO-FLEX							N/A
A Specialty Rubberizing Additive for Refined Tar, Sepcailty Resin and and Asphalt Emulsion sealcaotng.							
	400285	BULK-MIN 2500					
	400275	TOTE - 275 GAL.	2425	\$ 23.35			
	400055	DRUM - 55 GAL.	485	\$ 23.76			
	400005	PAIL - 5 GAL.	45	\$ 24.75			

STAR ADVANTAGE-4	420275	TOTE - 275 GAL.	2205	\$ 19.09
HIGH-POTENCY, ALL-IN-ONE ADDITIVE for Fast Drying, Sealer Blackening, Thickening and Performance Boosting Additive for Refined Tar, Sepcailty Resin and	420055	DRUM - 55 GAL.	440	\$ 19.50
Thickness and Performance Boosting Additive for Refined Tar, Sepcailty Resin and	420005	PAIL - 5 GAL.	40	\$ 20.50

STAR MAX-DRI	433275	TOTE - 275 GAL.	2500	\$ 18.17
Triple Action Additive for Fast Drying, Thickening and Performance Boosting Additive for Refined Tar, Sepcailty Resin and and Asphalt Emulsion sealcaotng.	433255	DRUM - 55 GAL.	495	\$ 18.59
	433205	PAIL - 5 GAL.	46	\$ 19.59

STAR MACRO-FAST	430275	TOTE - 275 GAL.	2475	\$ 16.67
Fast Drying Additive that DOES NOT change viscosity for Refined Tar, Specialty Resins and Asphalt Emulsion based sealers.	430255	DRUM - 55 GAL.	475	\$ 17.09
	430205	PAIL - 5 GAL.	45	\$ 18.09

STAR MICRO-LOCK	400475	TOTE - 275 GAL.	2425	\$ 23.35
A Specialty Rubberizing Additive designed for Asphalt Emulsion sealers e.g. STAR MICRO-PAVE and others.	400455	DRUM - 55 GAL.	485	\$ 23.76
	400405	PAIL - 5 GAL.	45	\$ 24.75

PRIMERS & SPECIALTY COATINGS		PRIMERS & SPECIALTY COATINGS		PRIMERS & SPECIALTY COATINGS	
STAR S.O.S. SEALER Latex Oil Spot Sealer/Primer		300050	DRUM - 55 GAL.	460	\$ 18.79
		300005	PAIL - 5 GAL.	42	\$ 19.81
STAR GENESIS Specialty All Purpose Primer, Sealer and Adhesion Promoter for sealers like STAR-SEAL, STAR MICRO-PAVE and other sealcoatings. Contains NO Coal Tar!		310275	TOTE - 275 GAL.	2475	\$ 9.27
		310055	DRUM - 55 GAL.	500	\$ 9.69
		310005	PAIL - 5 GAL.	45	\$ 10.71
STAR MACRO-DECK D.O.T. Clear Penetrating Sealant for Concrete		405275	TOTE - 275 GAL.	2475	\$ 18.48
		405055	DRUM - 55 GAL.	475	\$ 19.60
		405005	PAIL - 5 GAL.	45	\$ 25.80
ARMOUR GUARD 100% Acrylic Latex Based Clear Penetrating Sealer for Masonry, Stone and Concrete Substrates.		490275	TOTE - 275 GAL.	2475	\$ 16.14
		490055	DRUM - 55 GAL.	475	\$ 16.58
		490005	PAIL - 5 GAL.	45	\$ 17.62
SPECIALTY CHEMICALS		SPECIALTY CHEMICALS		SPECIALTY CHEMICALS	
STAR EMULSIFIER (LIQUID) Min. Order Quantity 12 drums - Priced Per Pound		200400	DRUM - 55 GAL.	400	NOT AVAILABLE
STAR EMULSIFIER (PASTE) Min. Order Quantity - 12 drums Priced Per Pound		200500	DRUM - 55 GAL.	400	F.O.B. TALLULAH, LA
STAR H2-OFF Min. Order Quantity -12 drums Priced Per Pound		210400	DRUM - 55 GAL.	400	F.O.B. HOUSTON, TX
CRACK FILLERS & PATCHING COMPOUNDS		CRACK FILLERS & PATCHING COMPOUNDS		CRACK FILLERS & PATCHING COMPOUNDS	
STAR STA-FLEX Cold Pour Crack Filler		500055	DRUM - 55 GAL.	515	\$ 8.20
		500005	PAIL - 5 GAL.	48	\$ 9.25
	<i>Priced Per CASE (6, 1-GAL. JUGS/CASE) - 32 Cases Per Pail</i>	500001	ONE GAL. 6/CS	38	\$ 65.87
STAR STA-FLEX TROWEL GRADE Cold Applied Standard Trowel Grade Patching Compound		520055	DRUM - 55 GAL.	550	\$ 9.34
		520005	PAIL - 5 GAL.	50	\$ 10.38
STAR SURE-FLEX TROWEL GRADE Premium Rubberized Trowel Grade Patching Compound		530055	DRUM - 55 GAL.	550	\$ 10.38
		530005	PAIL - 5 GAL.	50	\$ 11.43
SPECTRUM		STAR SPECTRUM		STAR SPECTRUM	
NEW SIMPLIFIED PRICING FOR SPECTRUM - GROUPED BY HUE - PRICED BY GROUP					
STAR SPECTRUM CLEAR BASE Clear base product for STAR SPECTRUM, will need color added - NOT A COMPLETED PRODUCT! Colorant must be added per instructions, See Colorant Price List for details.		575000	BULK - MIN 2500		
		575275	TOTE - 275 GAL.	2800	\$ 17.15
		575055	DRUM - 55 GAL.	570	\$ 17.59
		575005	PAIL - 5 GAL.	53	\$ 18.64
STAR SPECTRUM BRIGHTS - Vibrant Colors; LILY WHITE, LEMON YELLOW, BIKE LANE GREEN, OCEAN BLUE, CONCORD PURPLE, HOT ROD RED, PEPPERMINT PINK		575275	TOTE - 275 GAL.	2800	\$ 28.26
		575055	DRUM - 55 GAL.	570	\$ 28.70
		575005	PAIL - 5 GAL.	53	\$ 29.75
STAR SPECTRUM STARDARDS - Regular Colors; SKY BLUE, SEA FOAM GREEN, FAIRWAY GREEN, SALMON ORANGE, MAGENTA, COOL GRAY		575275	TOTE - 275 GAL.	2800	\$ 25.38
		575055	DRUM - 55 GAL.	570	\$ 25.81
		575005	PAIL - 5 GAL.	53	\$ 26.86
STAR SPECTRUM NATURAL - Earth Tone Colors; SAGE GREEN, BRICK RED, DARK GRAY, SAHARA TAN, LIGHT BROWN, SUEDE BROWN		575275	TOTE - 275 GAL.	2800	\$ 23.89
		575055	DRUM - 55 GAL.	570	\$ 24.33
		575005	PAIL - 5 GAL.	53	\$ 25.38
STAR GREEN / STAR SPECTRUM BLACK 100% Acrylic, Environmentally friendly sealcoating that contains no refined tar or asphalt		575000	BULK - MIN 2500		
		575275	TOTE - 275 GAL.	2800	\$ 17.94
		575055	DRUM - 55 GAL.	570	\$ 18.38
		575005	PAIL - 5 GAL.	53	\$ 19.43
STAR SPECTA-PRIME Clear adhesion promoting primer for use on Concrete and oxidized and weathered Asphalt surfaces STAR Spectra-Prime is required on all concrete applications.		575275	TOTE - 275 GAL.	2800	\$ 16.89
		575055	DRUM - 55 GAL.	570	\$ 17.33
		575005	PAIL - 5 GAL.	53	\$ 18.38



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

Original

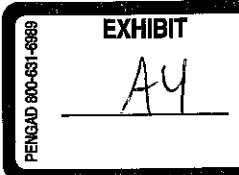
BID #: 19-0075

Invitation for Bid: BRIDGE MAINTENANCE MATERIALS & SUPPLIES 2019 **Date Issued: 8-19-2019**

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, SEPTEMBER 17, 2019 AT 2:00 P.M. LOCAL TIME.

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

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



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

SAMPLE ENVELOPE

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

SEALED BID: (BID NAME)

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

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

Vendor Information:

Hopson Lumber Co	Stoke Wischmeier
Company Name	Authorized Agent (Print)
918 South Main St	Stoke Wischmeier
Address	Signature
DeSoto, MO 63020	President
City/State/Zip Code	Title
636-586-3311	09/17/19
Telephone #	Tax ID #
sales@hopsonlumberco.com	636-586-6700
E-mail	Fax #

TABLE OF CONTENTS:

Legal Notice and Invitation for Bid	Page 1
Table of Contents	Page 2
Bid Requirements	Page 3
Bid Response and Contract	Page 5
Affidavit	Page 9
Specifications	Page 11

REQUIRED DOCUMENTS

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

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

1.0 BID REQUIREMENTS

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

1.1 BID SUBMISSION:

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

1.2 BASIS OF BID AWARD:

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

1.3 BID AWARD:

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

1.4 BID PREPARATION:

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

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

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

1.6 LATE BIDS:

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

1.7 BID DEPOSITS/BONDS:

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

1.8 MATERIAL AVAILABILITY:

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

1.9 ALTERNATE BIDS:

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

1.10 INCORPORATION OF DOCUMENTS:

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

1.11 ADDENDA:

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

1.12 INSURANCE:

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

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

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

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

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

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

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

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

See next
page

1.13 BID SUBMISSIONS

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

1.14 BID OPENINGS

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

1.15 BID TABULATIONS

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

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

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

2.2 TAXES:

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

See following pages

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

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

2.4 PRICE:

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

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

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

2.6 NON-EXCLUSIVE AGREEMENT:

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

2.7 DEFINITIONS:

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

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

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

2.9 WARRANTY:

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

2.10 PAYMENT:

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

2.11 CHANGE ORDER:

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

2.12 DELIVERIES:

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

2.13 RESPONSIBILITY FOR SUPPLIES:

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

2.14 SUBCONTRACTS:

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

2.15 CHOICE OF LAW:

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

2.16 TERMINATION:

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

2.17 NOTICE AND SERVICE THEREOF:

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

2.18 CONTRACT TERM:

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

2.19 COMPLIANCE WITH APPLICABLE LAWS:

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

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

2.20 ACTS OF GOD:

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

2.21 SELLER'S INVOICES:

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

2.22 APPROVAL:

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

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for two (2) additional one-year terms with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: [] Individual: [] Partnership: Corporation.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of Missouri.

2.25 LITIGATION:

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

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

AFFIDAVIT OF WORK AUTHORIZATION

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

Comes now Stoke Wischmeier (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm Hopson Lumber Co. (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 Bridge Maintenance Materials & Supplies 2019 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Hopson Lumber Co. (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 Bridge Maintenance Materials & Supplies 2019 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

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

Stoke Wischmeier
Authorized Representative's Signature

Stoke Wischmeier
Printed Name

President
Title

09/17/2019
Date

Subscribed and sworn to before me this 17th of September 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 05-06-2022.
(NAME OF STATE) (DATE)

Mary L. DeClue
Signature of Notary

9-17-2019
Date

MARY L. DeCLUE
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COUNTY OF JEFFERSON
My Commission Expires: MAY 6, 2022
COMMISSION # 14397205

AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

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

Stoke Wischmeier
Authorized Business Entity
Representative's Name
(Please Print)

Stoke Wischmeier
Authorized Business Entity
Representative's Signature

Hopson Lumber Co.
Business Entity Name

09/17/2019
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).

* Hopson Lumber Co. would be exempt from the E-Verify federal work authorization program because we do not perform any substantial duties applicable to a federal contract. At most, we would deliver to a jobsite but perform no duties.

Bridge Maintenance Materials and Supplies Specifications

This bid is for the purchase of miscellaneous bridge maintenance materials and supplies to be used in the maintenance of Jefferson County bridges. The County reserves the right to purchase materials and supplies at any supplier when the County determines it is in its best interest due to pricing, or when requirements exceed these guidelines, or for special items.

INVOICE AND PAYMENT

Supplier shall submit statements with original copy of invoice showing the description, quantity shipped, unit and total manufacturer's list price. The quoted discount shall be shown on the invoice and applied to derive the net cost. The department will process payments against these statements.

SHIPMENTS/PICK-UPS

Any requested deliveries shall be accompanied by one priced invoice to serve as packing list and shall include delivery charges.

GENERAL

Contract shall be based on net price resulting from percentage discount from specified Manufacturers Price Sheet price lists.

Bidder must supply the County with a toll-free telephone number for placing orders.

Do not use chain discounts; show one discount only.

Price increase/decrease by the manufacturer will be allowed under this contract; however, the percentage discount shall remain the same. The County shall be notified prior to any price increase or decrease.

Current "Manufacturers Price Sheet" price lists will be required to be provided the County with the bid submittal. For awarded bidders, updated Manufacturers Price Sheet are required to be provided to the County upon request.

CONTRACT TERM AND RENEWAL

This contract will remain in effect for 12 months from the date of acceptance.

The County reserves the right to renew this contract for two additional 12-month periods at the same discounts, terms and conditions.

PRICING SHEET

Bidder shall complete spaces provided for materials or supplies bid and percentage discount from specified price list.

MATERIAL OR SUPPLY	MANUFACTURER	PRICING BID SHEET	PERCENT DISCOUNT
Widgets	ABC Company Widget Manufacturer, and Widgets ABC Company	Manufacturers retail sheet (included)	5%

BID ONE DISCOUNT FOR ITEMS LISTED

MATERIAL OR SUPPLY	MANUFACTURER	PRICING BID SHEET	PERCENT DISCOUNT
Bridge Deck Sealing Material – items should be on MoDOT approved product list or similar; includes any related equipment	N/A		
Bridge Patching Material – items should be on MoDOT approved product list or similar; includes any related equipment	See attachment		10% unless it is a sale item.
Concrete Forms – New forms, rental forms, form repair, form oil, etc.	N/A		
Misc. Concrete Equipment – Masonry drill bits, finishing tools, saw blades, etc. (including rental and repair)	See attachment		10% unless it is a sale item
Pneumatic and Power Tools – Jackhammers, Chippers, Vibrators, etc. (including rental and repair)	N/A		
Water Pumps – Submersible pumps, hoses, etc. (includes rental and repair)	N/A		

COOPERATIVE BID FORM

Bid Name: Bridge Maintenance Materials Supplies, 2019

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes X No _____

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: \$ No Minimum

BY: Stolke Wischmeier

TITLE: President

COMPANY: Hapsen Lumber Co

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone: 636-586-3311 **E-mail:** Sales@hapsenlumberco.com

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

Bridge Patching Materials

Material	Manufacturer	Pricing	Percent Disc.
2x4	Dunkley		10%
2x6	Dunkley		✓
2x8	Weyerhaeuser	See attachment	✓
2x10			✓
2x12			✓
Plywood	Georgia Pacific		✓
OSB	Huber		✓

Bullnose - 12⁰⁰ / Board + lumber

11/10/18

1

DIMENSIONAL LUMBER

	8	10	12	14	16	18	20
2X2	PK 2.50 8-2.25						
2X4	See Below	65	65	65	70		
2X6	4.35	5.20	6.05	7.50	—	9.99	
2X8	5.20	6.50	8.40	9.10	11.20	—	14.99
2X10	7.50	9.40	11.30	13.20	14.99	—	21.35
2X12	8.65	10.99	12.99	14.99	17.30	23.99	26.67
	90	90	90	90	90	90	112
	14.40	17.99	21.60	25.20	28.80	32.40	47.99

FULL 8's and PRECUTS

Description	Charge	Cash/Carry	Description	Charge	Cash/Carry
2X4X925/8			2X6X925/8		
Premium Precut	2.99	2.85	Precut Premium	5.20	4.99
2X4X8			2X6X1045/8		
Full	2.79	2.65	Precut Premium	6.39	5.99
2X4X1045/8			2X6-16 ^{#1}	13.99 ea	
Precut Premium	3.99	3.75	Yellow pine		SPW

Plywood

		Change/Delivered
3/8-4x8 CDX		14.99
1/2-4x8 CDX Yellow Pine		17.99
1/2-4x8 CDX Fir		20.99
5/8 4x8 CDX		19.99
3/4-4x8 CDX		24.99
3/4-4x8 T&G Plywd-Fir		36.99
3/4-4x8 T&G Durastorm		36.99
7/16-4x8 OSB Blue-Wall Grade	15	8.99
7/16-4x8 OSB-Green-Roof Grade		9.99
7/16-4x9 OSB		14.50
7/16-4x10 OSB		15.99
5/8-4x8 OSB + Roof Grade		11.99
3/4-4x8 T&G OSB		19.99
3/4-4x8 T&G Advantech		33.99
* 5/8-4x8 OSB		
1/4-4x8 Luan		14.99
3/8-4x8 AC Plywood		22.99
1/2-4x8 AC		34.99
3/4-4x8 AC		44.99
5/8-4x8 Treated Plywd		32.99
3/4-4x8 Treated Plywd		37.99
5/8-4x8 NoGroove Fir T&S		36.99
1/2-4x8 BB TI-II Fir		49.99
1/2-4x9 RBB or TI-II Fir		49.99
1/8-4x8 Tempered Masonite		15.99
1/4-4x8	✓	30.99
1/8-4x8 ✓ Pegboard		6.99
1/4-4x8 ✓ Pegboard		13.99

SPW

Misc. Concrete Equipment

Material	Manufacturer	Pricing	Percent Disc.
14" Masonry Cutoff Blade	Gator Blade	12.49	10%
6" x 2 ³ / ₄ Cement Graver	Marshalltown	5.49	10%
SDS Concrete Drill Bit 3/8" x 6"	Milwaukee	6.99	10%

SPW

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

Hopson Lumber Co.
Company Name

Stoke Wischmeier
Signature
Stoke Wischmeier
Print

County of Jefferson, State of Missouri

Dennis J. Gannon
Dennis J. Gannon County Executive

Company Address: _____
918 South Main St
Desoto, MO 63020
Phone: 636-586-3311

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 W. Ruppell
County Auditor

APPROVED AS TO FORM

SPW
County Counselor