

BILL NO.: 19-1209

ORDINANCE NO.: 19-

666

INTRODUCED BY: COUNCIL MEMBER (s) Kenter

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR MAINTENANCE MATERIALS AND SUPPLIES 2020; 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 Maintenance Materials and Supplies 2020

13 NUMBER OF BIDS RECEIVED

14 5

15 DATE OF BID OPENING

16 11-19-2019

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

FILED

DEC 11 2019

Page 1 of 5

KEN WALLER
COUNTY CLERIC, JEFFERSON COUNTY, MO.

Jefferson County, Missouri
Contract# 19-0094

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

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to Cotton's Ace Hardware, Butler Supply
5 Inc., Graybar, Milford Supply Company, and Hopson Lumber Co. for a term from 1-1-
6 2020 to 12-31-2020 upon approval by the County Council and County Executive for **up to**
7 **\$75,000.00 per term, for total amount not to exceed \$75,000.00 for the term**, subject to
8 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 Maintenance Materials and Supplies 2020

16 TERM

17 1-1-2020 to 12-31-2020

18 with one (1) additional one-year renewal option

19 Upon approval by the County Council and County Executive

20 AMOUNT

21 **Up to \$75,000.00 per term,**

22 **for total amount not to exceed \$75,000.00 for the term,**

subject to budgetary limitations

AWARDED BIDDERS

Cotton's Ace Hardware (A1)

Butler Supply Inc. (A2)

Graybar (A3)

Milford Supply Company (A4)

Hopson Lumber Co. (A5)

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

County Executive to execute the agreements attached hereto incorporated herein by

10 Reference as Exhibits "A1, A2, A3, A4, and A5" and any agreements or contracts

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

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

13 the intent of this Ordinance.

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

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

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

17 of records as promulgated by the Secretary of State.

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

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

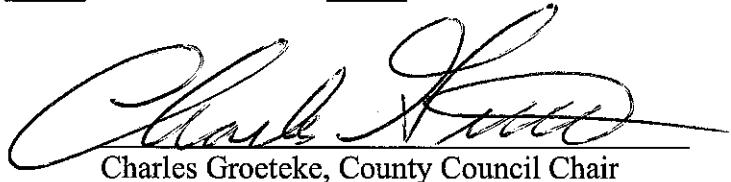
20 shall not affect the remainder of this Ordinance.

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 9th DAY OF December, 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 10th DAY OF December, 2019.

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

Dennis J. Gannon
Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller

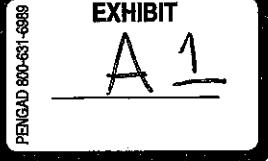
Ken Waller, County Clerk

BY: Neal Smith

Reading Date: 12-09-2019



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



BID #: 19-0094

Invitation for Bid: **MAINTENANCE MATERIALS & SUPPLIES 2020**

Date Issued: 10-10-2019

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, NOVEMBER 19, 2019 AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

MATT STINCHCOMB

Department of Public Works Division of Facility Services
636-797-5574
mstinchcomb@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT

Department of Administrative Services
636-797-5380

ORDINANCE
No. 19-0553

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)

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 one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

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

**Vendor
Information:**

Cotton's Ace HARDWARE Jeff Solomon
Company Name Authorized Agent (Print)

210 N. MAIN STREET

Address

Jeff Solomon
Signature

De Soto, Mo 63020

City/State/Zip Code

STORE MANAGER

Title

636-586-3230

Telephone #

10/22/19

Date

46-4293991

Tax ID #

ACE16724@cottongsinc.com

E-mail

636-586-4913

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.

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://jeffersonomo.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 one (1) additional one-year term 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.

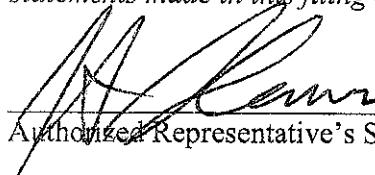


AFFIDAVIT OF WORK AUTHORIZATION

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 Jeff Solomon (Name of Business Entity Authorized Representative) as Store Manager (Position/Title) first being duly sworn on my oath, affirm Cotton's Ace Hardware (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 Cotton's Ace Hardware (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to BID (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

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



Authorized Representative's Signature

Jeff Solomon

Printed Name

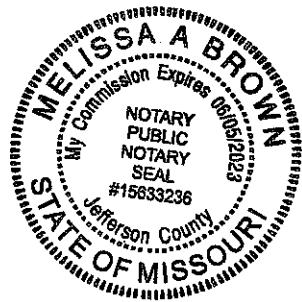
Store Manager _____ 10-22-19
Title Date

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

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

Missouri and my commission expires on 10-05-2023
(NAME OF STATE) (DATE)

Melissa A Brown 10-22-19
Signature of Notary Date



AFFIDAVIT OF WORK AUTHORIZATION

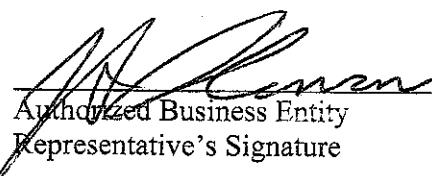
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that COTTON's Ace HARDWARE (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.

JEFF Solomon

Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

COTTON's Ace HARDWARE

Business Entity Name

10/22/19

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).

Maintenance Materials and Supplies Specifications

This bid is for the purchase of building maintenance materials and supplies to be used in plumbing, electrical, HVAC, drywall work, and painting for Facilities maintenance.

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.

TERM OF CONTRACT

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

CONTRACT RENEWAL

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

PRICING SHEET

BID ONE DISCOUNT FOR ITEMS LISTED

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

BID ONE DISCOUNT FOR ITEMS LISTED

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
HVAC Filters - pleated filters of various sizes	FLANDERS, ACE ASSORTED VENDORS	CURRENT RETAIL PRICING	5%
HVAC parts for various manufacturer units. (Examples: compressors, fans, fan motors)	VARIOUS VENDORS MARATHON, GE	CURRENT RETAIL PRICING	5%
Framing Supplies (example: wood, metal studs, nails, doors, etc)	VARIOUS VENDORS	CURRENT MARKET PRICING	5%
Interior Paint- single coat prime/ color, 10 year durability, color to be determined by County	ACE HARDWARE, BENJAMIN MOORE VALSPAR	CURRENT PRICING	5%
Drywall maintenance and installation (drywall , mud, and tape, etc)	VSG, G.P. MARATHON ACE BRAND	CURRENT PRICING	5%
Bathroom fixtures (sinks, toilets, faucets) Commercial and Residential	AMERICAN STANDARD PBIZCAN MOEN DELTA, OAKBROOK ETC	CURRENT PRICING	5%

MATERIAL OR SUPPLY	MANUFACTURER	PRICING BID SHEET	PERCENT DISCOUNT
Door locks, door pins, pad locks, hinges, etc.	KWIKSET, SCHLAGE BRONCS, NATIONAL ACE	CURRENT PRICING	5%
Florescent bulbs, 4'. CLF	F26T, GE, WESTINGHOUSE	CURRENT PRICING	5%
Lighting ballasts	ADVANCED F26T	CURRENT PRICING	5%
LED lights of various size for indoor and outdoor lighting facilities	ACE, FIRST	CURRENT PRICING	5%
Electrical Supplies (receptacles, switches, wiring, etc)	LEVITON, LUTRON, CANTER, ETC	CURRENT PRICING	5%
Plumbing supplies (plastic piping, copper piping, connectors, etc)	COOPER, ACE,	CURRENT PRICING	5%
Treated lumber	ASSORTED VENDORS	CURRENT MARKET PRICING	5%
Hardware Supplies (nuts, bolts, washers, etc.)	HILLMAN STEEL WORKS	CURRENT PRICING	5%

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

COTTON'S Ace HARDWARE
Company Name


Signature
Jeff Solomon
Print

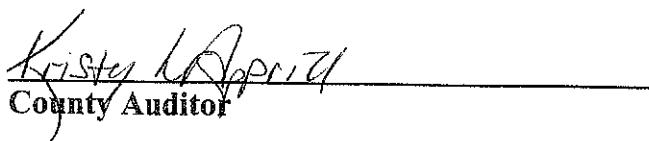
County of Jefferson, State of Missouri


Dennis J. Gannon County Executive

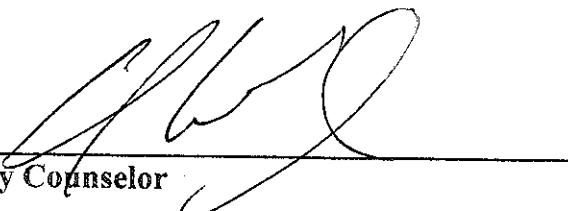
Company Address: _____

210 N. MAIN ST.
DE SOTO, Mo 63020
Phone: 636-586-3230

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: MAINTENANCE MATERIALS
& SUPPLIES 2020

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes No

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: \$ - 0 -

BY: Jeff Solomon

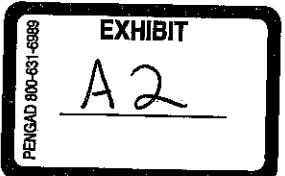
TITLE: STORE MANAGER

COMPANY: Cotton's Ace HARDWARE

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 636-586-3230 E-mail Ace16724@cottonsinc.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**

EXHIBIT

A2

BID #: 19-0094

**Invitation for Bid: MAINTENANCE MATERIALS &
SUPPLIES 2020**

Date Issued: 10-10-2019

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, NOVEMBER 19, 2019 AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

MATT STINCHCOMB

Department of Public Works Division of Facility Services
636-797-5574
mstinchcomb@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT

Department of Administrative Services
636-797-5380

ORDINANCE
No. 19-0553

**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 A ONE YEAR
RENEWAL OPTION
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 one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

Butler Supply, Inc.

Company Name

David Gant

Authorized Agent (Print)

4106 Hunt Rd

Address

David Gant

Signature

Farmington, Mo. 63640

City/State/Zip Code

VP

Title

573-756-6492

Telephone #

11/4/19

Date

430202827

Tax ID #

Dgant@butlersupply.com

E-mail

573-756-5308

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.

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.jeffccomo.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:

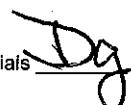
Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

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 one (1) additional one-year term 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.

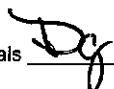
2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

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 Tina Jett (Name of Business Entity Authorized Representative) as VP Human Resources (Position/Title) first being duly sworn on my oath, affirm Bentler Supply 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/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 Bentler Supply 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/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.)

Tina Jett
Authorized Representative's Signature

Tina Jett
Printed Name

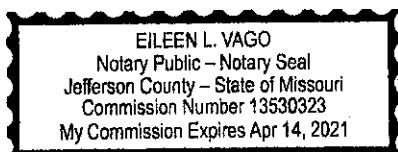
VP Human Resources
Title 11-4-19
Date

Subscribed and sworn to before me this 4 of November. 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 April 14, 2021.
(NAME OF STATE) (DATE)

Eileen Vago
Signature of Notary 11-4-2019
Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Butler Supply 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.

Tina Jett

Authorized Business Entity
Representative's Name
(Please Print)

Tina Jett

Authorized Business Entity
Representative's Signature

Butler Supply Inc

Business Entity Name

11/4/2019

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).

Maintenance Materials and Supplies Specifications

This bid is for the purchase of building maintenance materials and supplies to be used in plumbing, electrical, HVAC, drywall work, and painting for Facilities maintenance.

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.

TERM OF CONTRACT

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

CONTRACT RENEWAL

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



PRICING SHEET

BID ONE DISCOUNT FOR ITEMS LISTED

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

BID ONE DISCOUNT FOR ITEMS LISTED

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
HVAC Filters - pleated filters of various sizes			
HVAC parts for various manufacturer units. (Examples: compressors, fans, fan motors)			
Framing Supplies (example: wood, metal studs, nails, doors, etc)			
Interior Paint- single coat prime/ color, 10 year durability, color to be determined by County			
Drywall maintenance and installation (drywall , mud, and tape, etc)			
Bathroom fixtures (sinks, toilets, faucets) Commercial and Residential	Genova, Toto, moen, Delta, Church	list price (manufacture)	50% - 60%

MATERIAL OR SUPPLY	MANUFACTURER	PRICING BID SHEET	PERCENT DISCOUNT
Door locks, door pins, pad locks, hinges, etc.			
Florescent bulbs, 4'. CLF	Philips, TCP, Eiko, Damon	manufacturer list	10% - 15%
Lighting ballasts	Philips Advance	manufacturer list	40% - 58%
LED lights of various size for indoor and outdoor lighting facilities	Wolhaar, Eiko, Rob, Fisher-Cooper, TCP	manufacturer list	5% - 10%
Electrical Supplies (receptacles, switches, wiring, etc)	Leviton, Cooper, Bryant, Ampco, Pass + Seymour	Manufacturer list	10%
Plumbing supplies (plastic piping, copper piping, connectors, etc)	Viega, Mueller, Lenn, OmegaFlex, Sioux Chief, Brass Craft, BrassCraft, White	Manufacturer list	5%
Treated lumber			
Hardware Supplies (nuts, bolts, washers, etc.)			

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

Butler Supply
Company Name

Daniel Gault
Signature
Daniel Gault
Print

County of Jefferson, State of Missouri

Dennis J. Gannon
Dennis J. Gannon County Executive

Company Address: _____

4106 Hunt Rd.
Farmington, Mo. 63640
Phone: 314-575-3131

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. Appall
County Auditor

APPROVED AS TO FORM

PLD
County Counselor

COOPERATIVE BID FORM

Bid Name: Maintenance, Materials & Supply Inc

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: \$ 10.00

BY: David J. Bell

TITLE: VP

COMPANY: Bell Supply Inc.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 314-575-3131 E-mail Dgarette@bellsupPLY.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

PENGAD 800-331-6989

EXHIBIT

A3

BID #: 19-0094

Invitation for Bid: MAINTENANCE MATERIALS & SUPPLIES 2020

Date Issued: 10-10-2019

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, NOVEMBER 19, 2019 AT 2:00 P.M. LOCAL TIME.

Specification	MATT STINCHCOMB
Contact:	Department of Public Works Division of Facility Services 636-797-5574 mstinchcomb@jeffcomo.org
Contract	VICKIE PRATT
Contact:	Department of Administrative Services 636-797-5380

ORDINANCE
No. 19-0553

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

SAMPLE ENVELOPE

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

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

Vendor Information:

Graybar Mark Moechlenhoff AF
Company Name Authorized Agent (Print)

8170 Lackland road Mark Moechlenhoff
Address Signature

St. Louis MO 63114 Manager of Specialty Business
City/State/Zip Code Title

314-573-2349 11/14/19 13-0794380
Telephone # Date Tax ID #

Mark.Moechlenhoff@graybar.com 314-573-6011
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.

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.jeffccomo.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 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 one (1) additional one-year term 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 New York.

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 Mark Moehlkenhoff (Name of Business Entity Authorized Representative) as Manager of Specialty Business (Position/Title) first being duly sworn on my oath, affirm graybar (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 # 19-0094 (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 graybar (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 # 19-0094 (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.)

Mark Moehlkenhoff
Authorized Representative's Signature

Mark Moehlkenhoff
Printed Name

Manager of Specialty Business
Title

11/14/19
Date

Subscribed and sworn to before me this 14 of 11, I am
(DAY) (MONTH, YEAR)

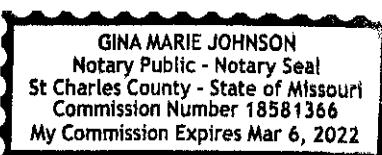
commissioned as a notary public within the County of St. Louis, State of
(NAME OF COUNTY)

MISSOURI
(NAME OF STATE)

and my commission expires on 3/16/2022
(DATE)

Gina Marie Johnson
Signature of Notary

11/14/19
Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that graybar (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.

Mark Muenkhoff

Authorized Business Entity
Representative's Name
(Please Print)

Mark Muenkhoff

Authorized Business Entity
Representative's Signature

graybar
Business Entity Name

11/14/19
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).

Maintenance Materials and Supplies Specifications

This bid is for the purchase of building maintenance materials and supplies to be used in plumbing, electrical, HVAC, drywall work, and painting for Facilities maintenance.

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.

TERM OF CONTRACT

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

CONTRACT RENEWAL

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

PRICING SHEET

BID ONE DISCOUNT FOR ITEMS LISTED

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

BID ONE DISCOUNT FOR ITEMS LISTED

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
HVAC Filters - pleated filters of various sizes	X	—	—
HVAC parts for various manufacturer units. (Examples: compressors, fans, fan motors)	X	—	—
Framing Supplies (example: wood, metal studs, nails, doors, etc)	X	—	—
Interior Paint- single coat prime/ color, 10 year durability, color to be determined by County	X	—	—
Drywall maintenance and installation (drywall , mud, and tape, etc)	X	—	—
Bathroom fixtures (sinks, toilets, faucets) Commercial and Residential	X	—	—

MATERIAL OR SUPPLY	MANUFACTURER	PRICING BID SHEET	PERCENT DISCOUNT
Door locks, door pins, pad locks, hinges, etc.	X	—	—
Florescent bulbs, 4'. CLF	✓	—	—
Lighting ballasts	✓	—	—
LED lights of various size for indoor and outdoor lighting facilities	✓	—	—
Electrical Supplies (receptacles, switches, wiring, etc)	✓	—	—
Plumbing supplies (plastic piping, copper piping, connectors, etc)	✓	—	—
Treated lumber	X	—	—
Hardware Supplies (nuts, bolts, washers, etc.)	✓	—	—

✓ = Please use Omnia /VS Communities pricing for All discount scheduled.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 14th day of November 2019:

Graybar
Company Name

MMMP
Signature
Mark Montinoff
Print

County of Jefferson, State of Missouri

Dennis J. Gannon
Dennis J. Gannon County Executive

Company Address: _____
8170 Lackland Road
St. Louis MO 63114
Phone: 314-573-2354

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. Appling
County Auditor

APPROVED AS TO FORM

MMR
County Counselor

COOPERATIVE BID FORM

Bid Name: 19-0094

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes No

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: \$ 0

BY: Mark Moenlunhoff

TITLE: Manager of specialty Business

COMPANY: graybar

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 314-573-2349 E-mail Mark.Moenlunhoff@graybar.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

PENGAD 800-631-6989

EXHIBIT

A4

BID #: 19-0094

Invitation for Bid: **MAINTENANCE MATERIALS & SUPPLIES 2020**

Date Issued: 10-10-2019

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, NOVEMBER 19, 2019 AT 2:00 P.M. LOCAL TIME.

Specification
Contact:

MATT STINCHCOMB

Department of Public Works Division of Facility Services
636-797-5574
mstinchcomb@jeffcomo.org

Contract
Contact:

VICKIE PRATT

Department of Administrative Services
636-797-5380

ORDINANCE

No. 19-0553

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

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

Vendor
Information:

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)

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 one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

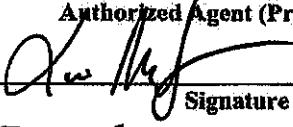
Milford Supply Company	Tim Milford
Company Name	Authorized Agent (Print)
10943 Lin Valle	
Address	Signature
St. Louis, MO 63123	President
City/State/Zip Code	Title
(314) 894-1991	11/15/19
Telephone #	Date
tvp@milfordsupply.com	Tax ID #
E-mail	(314) 894-5910
	Fax #

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: *Jm*

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.jeffccmo.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.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.

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:

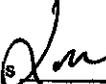
- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly 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 one (1) additional one-year term 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.

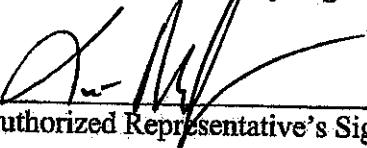


AFFIDAVIT OF WORK AUTHORIZATION

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 Tim Milford (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm Milford Supply Company (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 contractor (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 Milford Supply Company (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 Contract (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

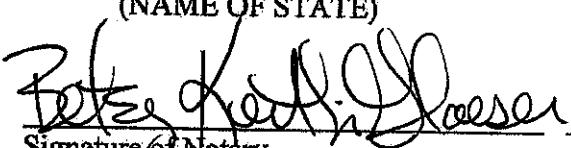
Tim Milford
Printed Name

President 11/15/19
Title Date

Subscribed and sworn to before me this 11 of 15, 2019. I am
(DAY) (MONTH, YEAR)

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

Missouri and my commission expires on 6-18-2021.
(NAME OF STATE) (DATE)


Signature of Notary

11/15/19
Date



BETSY KEITH-GLAESER
My Commission Expires
June 18, 2021
St. Louis County
Commission #13662367

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Milford Supply Company (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.

Tim Milford

Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

Milford Supply Company
Business Entity Name

11/15/19

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).



Maintenance Materials and Supplies Specifications

This bid is for the purchase of building maintenance materials and supplies to be used in plumbing, electrical, HVAC, drywall work, and painting for Facilities maintenance.

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.

TERM OF CONTRACT

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

CONTRACT RENEWAL

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

PRICING SHEET

BID ONE DISCOUNT FOR ITEMS LISTED

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

BID ONE DISCOUNT FOR ITEMS LISTED

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
HVAC Filters - pleated filters of various sizes	Merv		30%
HVAC parts for various manufacturer units. (Examples: compressors, fans, fan motors)	Supco Mars		25%
Framing Supplies (example: wood, metal studs, nails, doors, etc)			
Interior Paint- single coat prime/ color, 10 year durability, color to be determined by County			
Drywall maintenance and installation (drywall, mud, and tape, etc)			
Bathroom fixtures (sinks, toilets, faucets) Commercial and Residential	Kohler Chicago Faucets Gerber		25%

MATERIAL OR SUPPLY	MANUFACTURER	PRICING BID SHEET	PERCENT DISCOUNT
Door locks, door pins, pad locks, hinges, etc.			
Florescent bulbs, 4'. CLF			
Lighting ballasts			
LED lights of various size for indoor and outdoor lighting facilities			
Electrical Supplies (receptacles, switches, wiring, etc)			
Plumbing supplies (plastic piping, copper piping, connectors, etc)	Spears Charlotte Sloan Flush Valve Watts Reg Co Brasscraft		35-40% 35-40% 25% 25% 30%
Treated lumber			
Hardware Supplies (nuts, bolts, washers, etc.)			

dm

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

Milford Supply Company
Company Name

Signature
Tim Milford
Print

Company Address: _____

10943 Lin Valle

St. Louis, MO 63123

Phone: (314) 894-1991

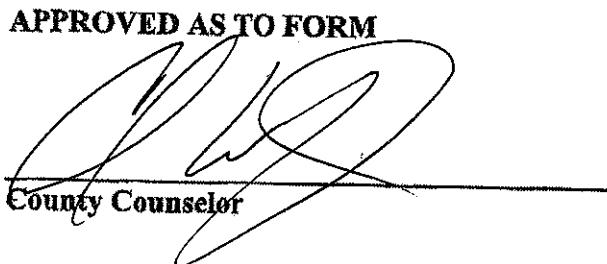
County of Jefferson, State of Missouri


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

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

Milford Supply Company
Company Name

County of Jefferson, State of Missouri

Signature
Tim Milford


Dennis J. Gannon County Executive

Print

Company Address: _____

10943 Lin Valle

St. Louis, MO 63123

Phone: (314) 894-1991

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County Auditor

APPROVED AS TO FORM

County Counselor

COOPERATIVE BID FORM

Bid Name: Maintenance Materials & Supplies 2020

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: \$ 100

BY: Tim Milford

TITLE: President

COMPANY: Milford Supply Company

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone (314) 894-1991 E-mail tvp@milfordsupply.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

Original

PENGAD 800-551-5999

EXHIBIT

A5

BID #: 19-0094

**Invitation for Bid: MAINTENANCE MATERIALS &
SUPPLIES 2020**

Date Issued: 10-10-2019

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, NOVEMBER 19, 2019 AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

MATT STINCHCOMB

Department of Public Works Division of Facility Services
636-797-5574
mstinchcomb@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT

Department of Administrative Services
636-797-5380

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

ORDINANCE
No. 19-0553

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 A ONE YEAR
RENEWAL OPTION
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 one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

Hopson Lumber Co

Company Name

Stoke Wischmeier

Authorized Agent (Print)

918 South Main St

Address

Stoke Wischmeier

Signature

DeSoto, MO 63020

City/State/Zip Code

President

Title

636-586-3311

Telephone #

11/18/2019 10512535

Date

Tax ID #

Sales@hopsonlumberco.com

E-mail

636-586-6700

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.

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 one (1) additional one-year term 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 Stake 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 Maintenance Materials & Supplies 2020 (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 Maintenance Materials & Supplies 2020 (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.)

Stake Wischmeier
Authorized Representative's Signature

Stake Wischmeier
Printed Name

President
Title

11/19/2019
Date

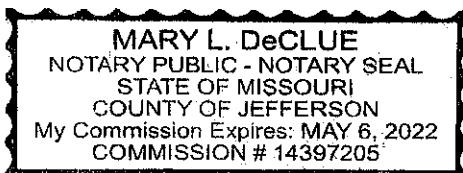
Subscribed and sworn to before me this 19th of November ²⁰¹⁹ (DAY) (MONTH, YEAR). I am

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

Missouri (NAME OF STATE) and my commission expires on 05-06-2022 (DATE)

Mary L. DeClue
Signature of Notary

11-19-19
Date



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.

Stacy Wischmeier

Authorized Business Entity
Representative's Name
(Please Print)

Stacy Wischmeier

Authorized Business Entity
Representative's Signature

Hopson Lumber Co

Business Entity Name

11/18/2019

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.

Maintenance Materials and Supplies Specifications

This bid is for the purchase of building maintenance materials and supplies to be used in plumbing, electrical, HVAC, drywall work, and painting for Facilities maintenance.

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.

TERM OF CONTRACT

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

CONTRACT RENEWAL

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

PRICING SHEET

BID ONE DISCOUNT FOR ITEMS LISTED

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

BID ONE DISCOUNT FOR ITEMS LISTED

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
HVAC Filters - pleated filters of various sizes	N/A	—	—
HVAC parts for various manufacturer units. (Examples: compressors, fans, fan motors)	N/A	—	—
Framing Supplies (example: wood, metal studs, nails, doors, etc)	See attachment	Masonite Doors Dunkley Sinclair See Hardware Supplies, hardware and fasteners	10% unless it is a sale item.
Interior Paint- single coat prime/ color, 10 year durability, color to be determined by County	N/A	—	—
Drywall maintenance and installation (drywall , mud, and tape, etc)	See attachment	Continental Drywall	10% unless it is a sale item.
Bathroom fixtures (sinks, toilets, faucets) Commercial and Residential	N/A	—	—

MATERIAL OR SUPPLY	MANUFACTURER	PRICING BID SHEET	PERCENT DISCOUNT
Door locks, door pins, pad locks, hinges, etc.	See attachment	Kwikset	10% unless it is a sole item
Florescent bulbs, 4'. CLF	—	—	—
Lighting ballasts	—	—	—
LED lights of various size for indoor and outdoor lighting facilities	—	—	—
Electrical Supplies (receptacles, switches, wiring, etc)	See attachment	Allied Romex	10% unless it is a sole item
Plumbing supplies (plastic piping, copper piping, connectors, etc)	See attachment	Crestline Mueller Springfield Plastics	10% unless it is a sole item
Treated lumber	See attachment	Hixson Lbr Co	10% unless it is a sole item
Hardware Supplies (nuts, bolts, washers, etc.)	See attachment	Magnum, Maze, Power Pro, Bider's choice, Bostitch, Paslode, Hillman	10% unless it is a sole item.

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

Hanson 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 L. April
County Auditor

APPROVED AS TO FORM

SLW
County Counselor

COOPERATIVE BID FORM

Bid Name: Maintenance Materials, & Supplies 2020

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes No

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: \$ No Minimum

BY: Stoke (Vischmeier)

TITLE: President

COMPANY: Hopson Lumber Co

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 636-586-3311 E-mail Sales@hopsonlumberco.com

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

Bullnose - 12⁰⁰ / Board + lumber

11/10/18

Mfg - Dunkley and Sinclair

1

DIMENSIONAL LUMBER

	8	10	12	14	16	18	20
PLC	2.50						
2X2	8-2.25						
2X4	See Below	70	70	70	75	775	72
2X6	5.60	6.99	8.40	9.80	11.99	13.99	16.99
2X8	5.90	7.33	8.80	10.25	11.75	13.50	17.50
2X10	6.99	8.79	10.50	12.25	13.99	17.99	23.33
2X12	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		
Precut Premium	2.99	2.85	Precut Premium	5.30	4.99
2X4X8			2X6X1045/8		
Fall	2.99	2.85	Precut Premium	6.30	5.99
2X4X1045/8			2X6-16 (#1) Yellow Pine	13.99	13.99
Precut Premium	3.99	3.75			

DOORS

Mfger
Masonite

Door Size	13/8 Lauan HC Slabs	13/4 Lauan SC Slabs	13/4 Lauan SIC Units	13/8 Imp Oak HC Slab	13/8 Imp Oak HC Unit	Wooden Screen Doors
16 X 6 ⁸						NON-STOCK
18 X 6 ⁸						
20 X 6 ⁸						
24 X 6 ⁸						
26 X 6 ⁸						
28 X 6 ⁸			N/S	N/S		
30 X 6 ⁸			N/S	N/S		
Door Size	13/8 Colonist HC Slabs	13/8 Colonist HC Unit	Ext Generic 6 Panel Steel Unit	Ext Generic 9 Lite Steel Unit	Steel 20 Min Fire Doors	Mill Finish Storm Door
16 X 6 ⁸	N/S	88.50				
18 X 6 ⁸	44.00	91.00				
20 X 6 ⁸	44.00	91.00				
24 X 6 ⁸	49.00	96.00				
26 X 6 ⁸	49.00	96.00				
28 X 6 ⁸	51.00	98.00			169.99	124.99
30 X 6 ⁸	55.00	102.00			169.99	124.99

Larson Self Storing Storm Doors 2⁸ and 3⁰ White ~~128.99~~ 154.99

Larson Full View Storm Doors 3⁰ White Only in Stock ~~250.00~~ 16.50

Tempco Self Storing Storm Doors

Tempco Full View Storm Doors

In Stock Patio Doors with screen (RD 715/8 X 80")

Non-Stock

Interior 49 1/16 X 10⁸ Sides

19.00

Basement Carry
Extra

DRYWALL

Mfg -
Continental Drywall

<u>(if we can't drive to Basement)</u>	Delivered	Charged	Cash/Carry
3/8"- 4' by 8'	11.99	9.99	7.99
1/2"- 4' by 8'	11.99	9.99	7.99
1/2"- 4' by 10'	14.99	13.50	11.99
1/2"- 4' by 12'	17.99	16.50	14.50
1/2"- 54" by 12"	22.70	20.50	18.99
1/2"- 4' by 8' Comfort Board	15.99	14.99	12.50
5/8"- 4' by 8'	13.99	12.99	10.99
5/8"- 4' by 12'	19.99	18.99	16.99
8' Paper Face Corner Bead		→	3.49
8' Corner Bead (63pc/Box)		→	1.99
9' Corner Bead (56pc/Box)		→	2.39
10' Corner Bead (50pc/Box)		→	2.65
10' Flex Bead		→	2.99
1/2" by 10' Tear-A-Way Bead		→	2.99
1/2" & <u>5/8"</u> Drywall J- channel		→	2.99
1/2" by 10" L Bead		→	2.99
1/2" Conc. Board 15.50 Hardi Backer		→	15.50
1/4" Hardi Backer		→	13.50

Kwik Set Lock Sets

WIDE SALE PRICING

	Bright Brass	Satin Nickel	Antique Brass
PASSAGE	10.99	11.99	11.99
PRIVACY	11.99	13.49	13.49
ENTRY	15.99	18.49	18.49
Single Cyl. DEADBOLT	16.99	19.49	19.49
DBL. Cyl. DEADBOLT	21.99	Combo Pack 32.99	
DBL. Cyl. DEADBOLT Combo	30.99		
DBL. Cyl. DEADBOLT Combo	59.99		

Mager - Remex

SKU#	Wire Type	Roll Footage	AMPS	Full Roll Price	Per Fo
506385	14-2 G NM	250'	15	46.01	.35
506410	14-3 G NM	250'	15	77.99	.43
506394	12-2 G NM	250'	20	70.64	.40
506429	12-3 G NM	250'	20	134.99	.70
506401	10-2 G NM	250'	30	139.99	.85
519291	10-3 G NM	250'	30	199.99	1.20
533009	8-2 G NM	125'	40	114.99	1.38
519647	8-3 G NM	125'	40	184.99	2.22
532991	6-2 G NM	125'	55	159.99	1.92
519488	6-3 G NM	125'	55	249.99	2.99
507062	14-2 G UF Direct Burial	250'	15	79.99	.48
507071	12-2 G UF ✓ ✓	250'	20	119.99	.72
502726	10-2 G UF ✓ ✓	250	30	199.99	1.20
Copper	#4 Stranded Bare, Ground	200'	For 200		1.65
Copper	#4 Solid Bare, Ground	200'	For 200		1.65
Copper	#4 THHN, Single Wire	500'	100	NET	1.80
COPPER	210 THHN, Single Wire	500'	200	NET	3.40
Alumi	2-2-4 Alum. URD	500'	100	NET	1.25
Alum.	410-410-210 Alum. URD	500'	200	NET	1.99
Copper	#4 S.E.U. Gray, 3-wire	100'	100		2.56
Copper	210 S.E.U. Gray, 3-wire	100'	200		7.90
Alum.	#2 S.E.U. Gray Alum.	100'	100		1.80
Alum.	410 S.E.U. Gray Alum.	100'	200		3.99
521670	14-2 MC Alum. Cable	250'	15	97.80	.58
521858	14-3 MC Alum. cable	250'	15	137.60	.82
521647	12-2 MC Alum. cable	250'	20	113.50	.67
526951	12-3 MC Alum. cable	250'	20	173.00	1.03
				Sale NET	

Mfger - Allied

ALL
NET
Sale 23

Conduit

Plastic Conduit (PVC)

1/2" X 10'	506660		2.59
3/4" X 10'	506697		3.19
1" X 10'	506704		4.69
1 1/4" X 10'	506713		6.65
1 1/2" X 10'	506731		7.75
2" X 10'	506875		8.99
2 1/2" X 10'	515841		16.49
3" X 10'	538361		19.79

Metal Conduit (EMT)

1/2" X 10'	507133		3.79
3/4" X 10'	507142		6.39
1" X 10'	507151		11.49
1 1/4" X 10'	507160		18.79
1 1/2" X 10'	507179		22.49
2" X 10'	507188		25.99
2" X 10' Heavywall	424133		50.99

1/2" X 100' Flex PVC LT.

515868 Roll 41.99 .65'

3/4" X 100' Flex PVC LT.

515876 Roll 62.99 .95'

2" Flex Conduit

3.99'

2 1/2" Flex Conduit

4.99'

3/8" X 100' Alum. Flex

502995 Roll 36.99 .59'

1/2" X 100' Alum. Flex

503002 Roll 38.99 .65'

3/4" X 100' Alum. Flex

529354 Roll 59.99 .90'

1 1/4" X 50' Alum. Flex

2.25'

Pipe Prices

21

		COPPER	EACH	FOOT PR
416749	1/2 x 10' Type M	Mfger	19.99	5' Only 6.99
416758	3/4 x 10' Type M	Mueller	15.49	5' Only 3.99
	CPVC			
434462	1/2 x 10'		3.49	.55
434836	3/4 x 10'		5.29	.80
	Sewer and Drain			
401269	3" x 10'		8.99	—
430448	4" x 10' Solid or Perf	#3000 crush	9.99	—
430457				
409618	4" x 10' SDR35		13.99	—
	PVC #40			
413475	1/2 x 10' 48698	Mfger	2.49	.38
413467	3/4 x 10' 487007	Crestline	2.99	.45
441061	1" x 10'		4.29	.65
431679	1 1/2 x 10' 486981		4.99	.95
415928	2" x 10' 487007		6.50	.99
474339	3" x 10' 405859		10.99	1.50
474347	4" x 10' 409061		113.99	1.90
489247	6" x 10'		21.99	6.00
	Coil Pipe			
Solid 479489	4" x 100' Flex (Solid or Perf.)		49.99	.99
Perf. 479519				
499188	4" x 100' Sock Pipe	5' Only	69.99	—
404414	3" x 100' Sock Pipe	Mfger	79.99	
	1/2 x 20' Pex Pipe	Springfield	7.99	
	3/4 x 20' Pex Pipe	Plastics	11.99	
474347	4" x 10' Sch 40 Dual Rated Solid PVC (Net)		19.99	

Wolmanized Lumber

Mfger - Hixson Lbr Co

Size	Grade	8'	10'	12'	14'	16'	20'
1x6	D Grade	7.99	-	11.99	-	15.99	
5/4x6	#2	5.99	-	8.99	-	11.99	
2x4	#1	5.33	6.65	7.99	9.35	11.99	
2x6	#1	7.99	9.99	10.80	12.60	14.40	21.99
2x8	#1	8.99	11.35	13.60	15.99	17.99	
2x10	#1	11.35	14.15	16.99	19.99	22.70	
2x12	#1	14.89	20.99	26.20	31.40	36.60	
4x4	#2	8.99 7.99	12.99	15.99	-		
6x6	#2	23.99	29.99	36.99	43.99	47.99	52.99
8x8	-	60.00	83.00	-	111.00	155.00	
2x2-42" Spindles	-	1.40					
4x8	Lattice	Light Duty Heavy Duty					
8' Landscape Timbers		Cash/Carry Charge N/A			Delivered N/A		
		3.99					

White S.S. Nails

N A T L S

Scorpion Nails 5.99

Nail Type

Per Pound

Per 50# Csr

4 ^D Common	Mfger-Magnum	2.99 / #	69.99
6 ^D Common	Maze	2.99 / #	69.99
8 ^D and 10 ^D Common	PowerPro	2.99 / #	69.99
16 ^D Common	Blwrs Choice	2.99 / #	69.99
20 ^D , 40 ^D , + 60 ^D Common		2.99 / #	79.99
3 ^D and 4 ^D Finish		3.50 / #	59.99
6 ^D , 8 ^D , and 10 ^D Finish		3.50 / #	89.99
1 1/2 Galv. Joist Hanger		5.99 / #	89.99
6 ^D Sinkers, 9 ^D Sinkers	6 ^D Sinkers	2.99 / #	69.99
	8 ^D Sinkers	2.99 / #	59.99
	10 ^D Sinkers	2.99 / #	69.99
10 ^D Sinkers		1.00 / #	56.99
4 ^D Galvanized Box		3.99 / #	119.00
6 ^D , 8 ^D , 10 ^D , + 16 ^D Galvanized Box		3.99 / #	112.00
8 ^D and 16 ^D Galvanized Casing		3.99 / #	112.00
Galvanized Roofing		2.50 / #	74.99
7 1/8 and 15 1/8 Drywall Nails		3.50 / #	79.99
16 Galvanized Ringshank		3.00 / #	100.00
16 Galvanized Nortwist		3.00 / #	100.00
8 ^D and 10 ^D Galvanized Spiral Siding		3.00 / #	109.99
1 1/2 and 2 1/2 Concrete Nails / cut nails		5.99 / #	127.99
8" 10" and 12" Smooth Spikes		3.99 / #	89.00
8 ^D Smooth Siding Nails		3.99 / #	112.00
40 ^D and 60 ^D Pole Barn Nails		3.99 / #	95.00
1 1/2 Plastic Cap Foamboard Nails		4.99 / #	29.99
1 1/4 + 1 1/2 Fence Staples		2.99 / #	8.99
8 ^D and 16 ^D Double Head Common		3.50 / #	69.99
Poultry Netting Staples		3.00 / #	7.99
1 3/4 Neoprene Roofing		7.00 / #	140.00
1 1/4 Underlayment		5.99 / #	119.80
1 7/8 Underlayment		5.99 / #	94.99

Black Phillips Drywall Screws

SIZE	#PER BOX	QUANTITY PER BOX	SCREWS PER #	PRICE PER # Mfg. or Bldrs Choice	BOX PRIC
1"	28.6	10,000	349	3.99	66.99
1-1/4"	27.7	8,000	288	3.99	59.99
1-5/8"	20	5,000	250	3.99	49.99
2"	17	3,500	205	3.99	40.99
2-1/2"	19.3	2,500	129	3.99	46.99
3"	19.8	2,000	101	3.99	48.99
3-1/2"	15	1,000	67	3.99	44.99
3-3/4"				3.99	44.99

Ceramic Exterior Torx Screws

1-1/4"	24.3	6,000	246	4.99	89.99
1-3/4"	21.2	4,000	188	4.99	89.99
2"	18.9	3,000	158	4.99	89.99
2-1/2"	24.1	2,500	103	4.99	89.99
3"	23.4	2,000	85	4.99	89.99
3-1/2"	16.1	1000	62	6.99	99.99
4"	16.8	900	53	6.99	99.99
5"	17	750	44	6.99	99.99
6"	16.4	600	36	6.99	99.99

1 1/2

4.99#

99.99

TRIM TORX

1-5/8"	\$ <u>6</u> .99	SQ-1
2"	\$ <u>6</u> .99	SQ-1
3"	\$ <u>6</u> .99	SQ-2

TRIM BLACK

1-1/4"	\$ <u>5</u> .99	T-15
2"	\$ <u>5</u> .99	T-15
3"	\$ <u>5</u> .99	T-15

3/8 Ledger Locks	99 Each or 4.99 Box
5" Ledger Locks	1.15 Each or 49.99 Box
3/4 Truss Locks / Flat Lock	99 Each or 39.99 Box
5" Truss Locks / Flat Lock	1.15 Each or 49.99 Box
15/8 Self Drill DW Screws	5.99 per #
5/8 Fine DW Screw	5.99 per #
3" Fine DW Screw	5.99 per #
1PK Comp. Deck Screw 2 1/2" + 2"	5# Box
7/8 metal Stud Screws	8.99 per #
7" Through Locks 6ct Box	\$29.99 Box
8" Through Lock 6ct Box	\$31.99 Box
6" Simpson TrussScrews 50ct	Each 1.50 — \$4.99 BX

1-25-06

Mfg - Bostitch

	Stick Nails	Item #	Length	Quantity	Price
Wire Weld	6 ^D BOSTITCH STICK S6 ^D	2"	2m	34.99	
	8 ^D BOSTITCH STICK S8 ^D	2 ³ / ₈ "	2m	39.99	
	10 ^D BOSTITCH STICK S10 ^D	3"	2m	41.99	
	12 ^D BOSTITCH STICK S12 ^D	3 ¹ / ₄ "	2m	46.99	
	6 ^D BOSTITCH GALV. STICK S6 ^D GAL	2"	2m	54.99	
	8 ^D BOSTITCH GALV. STICK S8 ^D GAL	2 ¹ / ₂ "	2m	57.99	
	10 ^D BOSTITCH GALV. STICK S10 ^D GAL	3"	2m	73.50	
✓ (GALV)	8 ^D BOSTITCH ^{GALV} RingShank S8RGA	2 ³ / ₈ "	2m	57.99	
	1 ¹ / ₂ Paper Tape Joist Hanger PTMC148154M	1 ¹ / ₂	1m	69.99	
	8 ^D Round Head Plastic Collated PTM14813EP	2 ³ / ₈ "	5m	144.50	
	12 ^D Round Head Plastic Collated PTM14813EP	3 ¹ / ₄ "	4m	60.50	
	8 ^D Paper Tape Framer PTS8D113EP	2 ³ / ₈ "	5m	59.99	
	12 ^D Paper Tape Framer PTS12D13EP	3 ¹ / ₄ "	2.5m	81.99	
(PLAIN)	8 ^D BOSTITCH RingShank S8R		2.0m	34.99	

Coil Nails

6 ^D BOSTITCH Coil	C6P99D	2"	3.6m	37.99
8 ^D BOSTITCH Coil	C8P120D	2 ¹ / ₂ "	2.7m	35.99
12 ^D BOSTITCH Coil	C12P120D	3 ¹ / ₄ "	2.7m	50.50
8 ^D BOSTITCH GALV. Coil	C8P99DG	2 ¹ / ₂ "	3.6m	71.50
12 ^D BOSTITCH GALV. Coil	C12P120DG	3 ¹ / ₄ "	2.7m	95.50
8 ^D BOSTITCH Coil RingShank C8R99BD		2 ¹ / ₂ "	3.6m	45.99

Mer-Bostitch - Staples/Finish/Brads

<u>Item</u>	<u>Item #</u>	<u>Length</u>	<u>Gauge</u>	<u>Q/un.</u>	<u>Price</u>
5/8 Bostitch Staples	SX5035 5/8 G	5/8	18g	5m	26.99
3/4 Bostitch Staples	SX5035 3/4 G	3/4	18g	5m	31.99
1" Bostitch Staples	SX5035 1 G	1	18g	5m	40.99
1 1/4 Bostitch Staples	SX5035 1 1/4 G	1 1/4	18g	3m	31.99
1 1/2 Bostitch Staples	SX5035 1 1/2 G	1 1/2	18g	2m	31.99
1 1/2 Finish Nails Angle	FN1153	1 1/2	15g	3.6m	42.99
2" Finish Nails Angle	FN11532	2	15g	3.6m	47.99
2 1/2 Finish Nails Angle	FN11540	2 1/2	15g	3.6m	51.99
1 1/2 Finish Nails (ST)	SB16-1.50	1 1/2	16g	2.5m	18.99
2" Finish Nails (ST)	SB16-2.00	2	16g	2.5m	24.49
2 1/2 Finish Nails (ST)	SB16-2.50	2 1/2	16g	2.5m	29.99
5/8" Finish Brads	BT1300B	5/8"	18g	3m	8.50
3/4" Finish Brads	BT1303B	3/4"	18g	3m	8.50
1" Finish Brads	BT1309B	1"	18g	3m	9.50
1 3/16 Finish Brads	BT1314B	1 3/16	18g	3m	10.49
1 3/8 Finish Brads	BT1335B	1 3/8	18g	2m	10.99
1 3/4 Finish Brads	BT1345B	1 3/4	18g	2m	9.99
2" Finish Brads	BT1350B	2	18g	2m	12.99
1" Cap Staples	SL5035 1 G	1"	18g	5m	33.99
1 1/2" Cap Staples	SL5035 1 1/2 G	1 1/2	18g	3m	26.99
Roof Caps	SB-Caps	—	—	1m	23.50
1/2 x 1 1/2 Crown Staples	1654-386	1 1/2	16g	10m	79.99

Wood-lite Screws

Hillman Mfg

Size	Galv. 250 CT	White 250 CT
1"	15.99 BAG	10¢
1 1/2"	17.99 BAG	11¢
2"	18.99 BAG	12¢
2 1/2"	23.99 BAG	13¢
	Coil Roof Nails	MegaQuick Drive Screws
1"	\$39.99	1/2" SubFloor Screws \$9.49
1 1/4"	\$24.99 Net Sale	1 1/4" Oval Screws \$64.99
1 1/2"	\$48.99	
1 3/4"	\$54.99	
1#	Concrete Board Screws \$4.99	
5#	Concrete Board Screws \$19.99	

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Mfgor-Paslode Nails

Framing Nails	Item #	Length	Quan/Bx	Price		
6 ^D Paslode Stick	650272	2"	6.5m	127.99		
8 ^D ✓ ✓	650237	2 ³ / ₈ "	5.0m	89.99		
10 ^D ✓ ✓	650830	3"	2.5m	53.99		
16 ^D ✓ ✓	650839	3 ¹ / ₄ "	2.5m	64.99		
8 ^D ✓ Ringshank	650238	2 ³ / ₈ "	5.0m	89.99		
8 ^D ✓ Galvanized	650382	2 ³ / ₈ "	2.0m	59.99		
10 ^D ✓ Galvanized	650386	3"	2.0m	109.99		
8 ^D Galv/Ringshank	650383	2 ³ / ₈ "	2.0m	59.99		
10 ^D Galv/Ringshank	650385	3"	2.0m	73.99		
18g 1" STRAIGHT TRIM				9.99		
Positive Placement						
3" Engineered wood nail	650647	3"	1.0m	31.99		
Staples/Trim Nails						
1 ¹ / ₂ " Staples	400028	1 ¹ / ₂ "	10.5m	59.99		
2" Staples	400030	2"	7.5m	49.99		
1 ¹ / ₄ " Trim Nails	650281	1"	2.0m	9.99		
1 ¹ / ₂ " Trim Nails	650283	1 ¹ / ₂ "	2.0m	10.99		
1st. Frame Fuel cells (orange)	2"	Trim ✓	650285	2"	2.0m	17.99
15.99 Each	2 ¹ / ₂ "	Trim ✓	650287	2 ¹ / ₂ "	2.0m	20.99
Small Fuel Cells TRIM CELL						
(Framers)	Red Fuel Cells	816000	2 PK	7.99		
(Finish)	Yellow Trim Cell	8160009	2 Pack	6.99		
	Fuel Cell ADAPTER			5.99		
	1 ¹ / ₂ " ANGLE FINISH			2.99		
	2" ANGLE FINISH			2.99		