

BILL NO.: 15-1207

ORDINANCE NO.: 15- 0619

INTRODUCED BY: COUNCIL MEMBER (s) Boyer

1           **AN ORDINANCE AWARING 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 ANTI-SCALE SYSTEM; AND AUTHORIZATION FOR THE**  
5           **COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR**  
6           **CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND**  
7           **PROPOSALS.**

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

11	<u>BID NAME</u>
12	Anti-Scale System
13	<u>NUMBER OF BIDS RECEIVED</u>
14	2
15	<u>DATE OF BID OPENING</u>
16	11-17-15

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

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

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest  
4 of the County to award the bids and proposals to Atlas Supply Company for a term from  
5 12-14-15 to 12-13-16 upon approval by the County Council and County Executive for the  
6 total amount up to **\$21,688.00** subject to budgetary limitations.

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

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

12 BID NAME

13 Anti-Scale System

14 TERM

15 12-14-15 to 12-13-16

16 Upon approval by the County Council and County Executive

17 AMOUNT

18 Up to **\$21,688.00**

19 subject to budgetary limitations

20 AWARDED BIDDER

21 Atlas Supply Company

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

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


11          Section 4.     This Ordinance shall be in full force and effect from and after its  
12 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
13 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, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, George Engelbach	<u>Yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 14<sup>th</sup> DAY OF December, 2015:

PASSED       FAILED

  
\_\_\_\_\_  
Renee Reuter, County Council Chair

  
\_\_\_\_\_  
Pat Schlette, Council Administrative Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 15<sup>TH</sup> DAY OF DECEMBER, 2015.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Wes Wagner

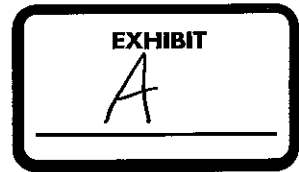
Wes Wagner, County Clerk

BY: Katherine E. Missey

Reading Date: 12-14-2015



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



**Invitation for Bid: ANTI-SCALE SYSTEM**

**Date Issued: 10-16-15**

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, NOVEMBER 17, 2015, AT 2:00 P.M. LOCAL TIME.

**Specification  
 Contact:**

**KRISTY MOSS**  
 Department of Public Works  
 636-797-5569  
 kmoss@jeffcomo.org

**Contract  
 Contact:**

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

**SAMPLE ENVELOPE**

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

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

**Contract Term:  
 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:**

<i>Atlas Supply Co.</i>	<i>Nick Hummel</i>
Company Name	Authorized Agent (Print)
<i>3820 MARTIN L. KING DR</i>	<i>Nick Hummel</i>
Address	Signature
<i>St. LOUIS, Mo. 63113</i>	<i>OUTSIDE Sales</i>
City/State/Zip Code	Title
<i>314-533-1500</i>	<i>11/17/2015</i>
Telephone #	Date
<i>nhummel@atlassupplyco.com</i>	<i>314-533-1588</i>
E-mail	Fax #

**TABLE OF CONTENTS:**

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

**\*REQUIRED DOCUMENTS\***

1. **Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.**  
(County must be added as additional insured if awarded)
- 2a. **Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)**  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>
- Or
- 2b. **A notarized affidavit stating that the applicant does not own any real estate or personal property in Jefferson County on company letterhead.**
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 WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

**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) 797-5382, or by reviewing the County Web Site. ([www.jeffcomo.org](http://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](http://www.jeffcomo.org). **NO COPIES** of bid tabulations are sent to vendors.

**2.0 BID RESPONSE AND CONTRACT**

**2.1 BIDDER REPRESENTATIONS:**

The Bidder, by executing the Bid form certifies that:

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

**2.2 TAXES:**

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

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

**2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

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

**2.4 PRICE:**

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

**2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

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

**2.6 NON-EXCLUSIVE AGREEMENT:**

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

**2.7 DEFINITIONS:**

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

**2.8 INSPECTION, ACCEPTANCE AND APPROVALS:**

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

**2.9 WARRANTY:**

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

**2.10 PAYMENT:**

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

**2.11 CHANGE ORDER:**

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

**2.12 DELIVERIES:**

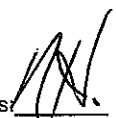
Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations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

**2.13 RESPONSIBILITY FOR SUPPLIES:**

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

**2.14 SUBCONTRACTS:**

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



**2.15 CHOICE OF LAW:**

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

**2.16 TERMINATION:**

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

**2.17 NOTICE AND SERVICE THEREOF:**

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

**2.18 CONTRACT TERM:**

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

**2.19 COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

- 2.20 ACTS OF GOD:**  
No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
- 2.21 SELLER'S INVOICES:**  
Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.
- 2.22 APPROVAL:**  
It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.
- 2.23 RENEWAL OPTION:**  
The County reserves the right to negotiate the contract for 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 Mo.
- 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**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Atlas Supply Co (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.523, RSMo pertaining to section 285.530, RSMo as stated above.

Nicholas Hummel

Authorized Business Entity  
Representative's Name  
(Please Print)

Nicholas Hummel

Authorized Business Entity  
Representative's Signature

Atlas Supply Co

Business Entity Name

11/30/2015

Date

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

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

AND

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

**SPECIFICATIONS**

**Anti-Scale System**

This bid request is for: purchase of one or more anti scale system units to meet the demands of the jail water system (To be determined by bidder at the time of pre-bid meeting), installation of the unit (s) in the County jail, and complete plumbing and electrical connections as needed to meet the County, City, and State code requirements. This bid request is to include all project costs not limited to: the construction cost, equipment cost, wiring cost, plumbing cost, installation cost, and permit and/or inspection costs. Plumbing and /or electrical work MUST be done by a County certified plumber and/or electrician.

A pre-bid meeting is available prior to the bid closing by appointment. Contact Facilities at (636) 208- 2474 to schedule pre-bid meeting date and time.

**Required features:**

- Anti- scale system must be comparable to the One Flow Anti Scale System OF1665-75 or better
- WQA certified against NSF/ ANSI Standard 61 and 372 for Lead free
- 75 gpm flow rate per unit minimum
- Demand at the Jail is 150gpm (2-75 units would be acceptable)
- Inlet connection: 2" (50mm) PVC union with 90 degree socket
- Outlet connection: 2" (50mm) PVC socket
- Units must have a one year full warranty (labor and materials) and bidder is to supply information for extended warranty options.
- Dimensions:
  - Width: 16- 20 inches
  - Height: 65- 80 inches

Proposed Make: WATTS

Proposed Model: OneFlow 1665-75

Provide any specification sheets for the proposed make and model and warranty. Include or note any additional shipping and handling charges.

Proposed cost for 150 gpm capacity anti scale unit(s) including all installation costs: \$ 10,844<sup>00</sup>

Comments: Price Includes 2 WATTS OneFlow Anti Scale System #002126, 4ea WATTS 515285 2" x 12" Longflex Connectors MIP & 4ea WATTS 2" Lead Free Strainers w/FIP Connections req'd for inlet & outlet. Includes \$600<sup>00</sup> Start up fee if required.

Note: Lien wavers for material and work must be submitted prior to any invoicing payment.



In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this \_\_\_\_\_ day of \_\_\_\_\_ 2015:

County of Jefferson, State of Missouri

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

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

\_\_\_\_\_

\_\_\_\_\_

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

Kenneth B. Waller  
Kenneth B. Waller 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.

[Signature]  
County Auditor

APPROVED AS TO FORM

[Signature]  
County Counselor

**COOPERATIVE BID FORM**

Bid Name: Anti-Scale System

**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: \$ 50.00

BY: Nick Hummel

TITLE: Outside Sales

COMPANY: Atlas Supply Co.

**CONTACT INFORMATION FOR COOPERATIVE AGREEMENT**

Phone 314-533-1500 E-mail n.hummel@atlassupplyco.com

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

## For Commercial and Industrial Applications

Job Name Anti-Scale System Contractor \_\_\_\_\_  
 Job Location Jefferson County, Mo Approval \_\_\_\_\_  
 Engineer \_\_\_\_\_ Contractor's P.O. No. \_\_\_\_\_  
 Approval \_\_\_\_\_ Representative Atlas Supply Co.

# LEAD FREE\*

## Models OF1465-50 and OF1665-75 OneFlow® Anti-Scale System

Connection Sizes: 2" (50mm)

Flow Rates: From 30 gpm to 450 gpm (114 lpm to 1703 lpm)

The OneFlow® Anti-Scale System provides protection from scale formation on internal and external plumbing surfaces. The OneFlow® system may be installed at the point-of-entry to a building to treat both hot\* and cold water, or it can be located directly before a water heater, boiler, or other hot water-using device that requires protection from the ill effects of hard water.

OneFlow® prevents scale by transforming dissolved hardness minerals into harmless, inactive microscopic crystal particles, as water travels through the media filled tank. These precipitated micro-crystals stay suspended in the water and are passed to drain, thereby having a greatly reduced ability to react negatively like dissolved hardness does. The system requires very little maintenance, no backwashing, no salt, and no electricity. Typical hardness problems, especially build-up of scale in pipes, water heaters, boilers and on fixtures are no longer a concern.

OneFlow® is not a water softener or a chemical additive (like anti-scalants or sequestrants). It is a scale prevention device with proven third party laboratory test data and years of successful residential and commercial applications. OneFlow® is the one water treatment device that effectively provides scale protection and is a great alternative to water softening (ion exchange) or scale sequestering chemicals.

### Features

- Chemical-free scale prevention and protection – converts hardness minerals to harmless, inactive microscopic crystals making OneFlow® an effective alternative technology to a water softener for the prevention of scale due to water hardness
- Virtually maintenance free – No salt bags or other chemicals to constantly add
- No control valve, no electricity and no wastewater
- Uses environmentally friendly "green" technology
- Improves efficiency of all water using appliances – both hot\*\* and cold
- Simple sizing & installation – all you need to know is pipe size and the peak flow rate
- Perfect system for towns or communities where water softeners are banned or restricted

\*\* For hot water applications where water temperature is 110°F – 150°F (43° – 66°C), please consult ES-OneFlow-HotWater



OF1665-75

- Manifold assemblies for easy installation of multi-tank, high-flow applications (Can be operated in parallel for high flow applications.)
- OneFlow® does not remove minerals or add sodium to the water supply
- OneFlow® can be installed as pre-treatment to reverse osmosis (OneFlow® should be the last stage in treatment unless a point-of-use system is being used down stream.)

\*The wetted surface of this product contacted by consumable water contains less than 0.25% of lead by weight.

Watts product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact Watts Technical Service. Watts reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on Watts products previously or subsequently sold.

# WATTS®

## Models

Model	Maximum Flow Rate
OF1465-50	50 gpm (189.3 lpm)
OF1665-75	75 gpm (283.9 lpm)

## Connections

Inlet Connection	2" (50mm) PVC Union with 90° Socket
Outlet Connection	2" (50mm) PVC Socket

## Replacement Media

OF1465RM	Media should be replaced every 3 years
OF1665RM	Media should be replaced every 3 years

## Specifications

A OneFlow® scale prevention system shall be installed on the main water service pipe just after it enters the building, but after other whole building water safety devices (backflow preventers or pressure reducing valves), to effectively address water hardness concerns. A system may also be installed further downstream to protect specific equipment or areas within a plumbing system. The system shall be plumbed with a bypass valve to allow isolation of tank(s) and to allow the bypass of untreated water in the event that service or media replacement be necessary. The installation area should be suitable in size for the tank(s) to be serviced without encumbrance and sit upright on a flat level surface.

The system must operate in an upflow manner and not require additional water to backwash, flush, or regenerate once put into service. The system must not require any chemical additives and must not require electricity for operation.

Multi-tank systems shall be installed in parallel with PVC/CPVC manifold to meet peak flow rate requirements.

### NOTICE

Copper lines need to be passivated for a minimum of 4 weeks before placing unit into service. Not for use on closed loop systems.

## Feed Water Chemistry Requirements

pH	6.5 to 8.5
Hardness (maximum)	75 grains (1300 ppm CaCO <sub>3</sub> )
Water Pressure	15psi to 100psi (103 kPa to 6.9 bar)
Temperature	40°F to 110°F (5°C to 43°C)
Chlorine	< 3ppm
Iron (maximum)	0.3 mg/l
Manganese (maximum)	0.05 mg/l
Copper	None allowed
Oil & H <sub>2</sub> S	None allowed
Polyphosphate	None allowed
Silica (maximum)	10 ppm

### NOTICE

Water known to have heavy loads of dirt and debris may require pre-filtration prior to OneFlow.

## Dimensions

Model	Dimensions									
	A		B		C		D		E	
	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm
OF1465-50	17	432	14	356	79	2006	65	1651	10¼	260
OF1665-75	17	432	16	406	79	2006	65	1651	10½	267

The overall height and the height of the inlet fitting varies due to material variations and assembly tolerances. Please allow additional clearance above the tank for making connections.

# WATTS®

A Watts Water Technologies Company

ES-OF1465\_1665 1320

## Standards

Independent scientific testing has confirmed Template Assisted Crystallization (TAC) technology provides scale reduction of over 95+%. Testing was conducted under protocol based on DVGW W512 test to access control of scale formation.

## Peak Flow Rates - Weights

	OF1465		OF1665	
Dry Weight	54 lbs.	31.8 kgs.	88 lbs.	30.8 kgs.
Service Weight	350 lbs.	158.8 kgs.	420 lbs.	190.6 kgs.

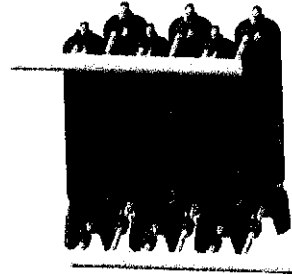
Maximum Flow Rate***		
Models	gpm	lpm
OF1465-50	50	189.3
OF1665-75	75	283.9

\*\*\* Exceeding maximum flow can reduce effectiveness and void warranty.

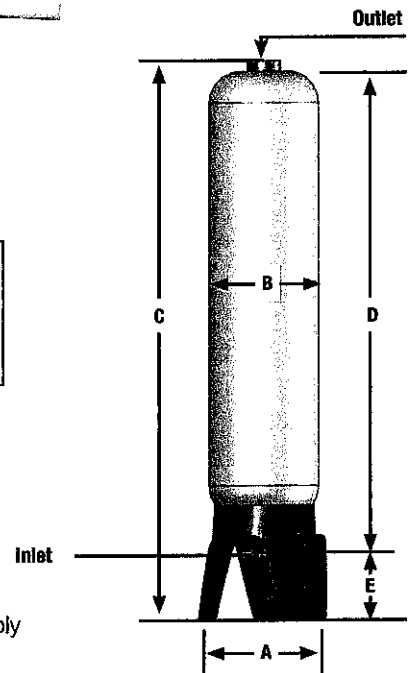
< 5 psi pressure drop @ Maximum Flow Rate

### NOTICE

The information above shows flow rate data for our large single tanks (50gpm & 75gpm), high-flow applications with OneFlow utilize multiple tanks, plumbed in parallel, to meet flow rates from 100 gpm up to and above 1000gpm or more. An example of a multi-tank OneFlow system is shown below:



WQA Certified against NSF/ANSI Standard 61 and 372 for Lead Free.



Water Quality Association  
MEMBER



USA: Tel: (800) 224-1299 • www.watts.com  
Canada: Tel: (888) 208-8927 • www.watts.ca

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**ATLAS SUPPLY CO, INC**  
**3820 M.L. KING DRIVE**  
**ST LOUIS, MO 63113**  
**314-533-1500 Fax 314-533-1588**

# Quotation

QUOTE DATE	QUOTE NUMBER
11/17/15	S1421737
ORDER TO: ATLAS SUPPLY CO, INC 3820 M.L. KING DRIVE ST LOUIS, MO 63113 314-533-1500 Fax 314-533-1588	PAGE NO. 1

QUOTE TO:  
 JEFFERSON COUNTY  
 PO BOX 100  
 HILLSBORO, MO 63050

SHIP TO:  
 JEFFERSON COUNTY  
 300 MAIN ST  
 HILLSBORO, MO 63050

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
8782	ANTI- SCALE SYSTEM		NICK HUMMEL	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT
NICK HUMMEL	BW BEST WAY	NET 30 DAYS	11/17/15	No
ORDER QTY	DESCRIPTION	UNIT PRICE	NET AMOUNT	
2EA	WATOF166575 WATTS OF1665-75 ONEFLOW ANTI-SCALE SYSTEM # 0002126	4430.000	8860.00	
4EA	^WATC515285 2" X 12" LONG FLEX CONNECTOR, MIP END CONNECTIONS, REQUIRED ON INLET & OUTLET OF EACH UNIT	148.000	592.00	
4EA	^WAT0123123 2" LEAD FREE STRAINER W/FIP END CONNECTIONS, 100 MESH SS SCREEN, REQUIRED ON INLET & OUTLET OF EACH UNIT	198.000	792.00	
1EA	^WATTS REG START UP FEE TO ASSIST WITH SYSTEM START UP IF REQUIRED TAXES NOT INCLUDED	600.000	600.00	
THIS IS A QUOTATION Prices are firm for 30 days, subject to change without notice after 30 days. APPLICABLE TAXES EXTRA !		Subtotal	10844.00	
		S&H CHGS	0.00	
		Amount Due	10844.00	