













**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 \_\_\_\_\_.

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

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

\_\_\_\_\_ Printed Name  
 Authorized Representative’s Signature

\_\_\_\_\_ Date  
 Title

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

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

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

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

**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (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.

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
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).

**BID SPECIFICATIONS**  
**BIDDERS ARE REQUIRED TO USE ATTACHED BID FORMS**

**CONTACT PERSON**

**Dale Waites**

**Housekeeping Supervisor**

**(636) 797-6082**

**BID FORM**

1. Prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, fuel surcharge, and Assembly to locations specified by the
2. Various County Departments will utilize this bid award. Billing/invoices are to be by department name.
3. Estimated Annual Usage are Estimated Amounts Only, pricing is to be firm for plus (+) or minus (-) for amount ordered
4. Vendors are to insure that bid price is for the amounts or quantity specified.
5. All information requested, must be provided. Failure to provide requested information could result in a NO BID.

**UOM (Unit of Measure) the following units of measure can only be used.**

Ea.	each	
St.	set	
Cs.	case	must indicate number per case
Pk.	package	must indicate number per package
Bx.	box	must indicate number per box
Btl.	bottle	must indicate number of oz. per bottle
Rm.	ream	must indicate number of sheets per ream
Gal.	gallon	
Ctn.	carton	must indicate number per carton
Rl.	roll	
Dz.	dozen	
Pd.	pad	must indicate number of pads per package

<b>Jumbo Toilet Tissue</b>	
Requirements: <b>2 ply, 9" Rolls</b>	
<b>Estimated Annual Usage:</b>	250 Cases
<b>Manufacturer:</b>	Georgia or Equivalent
<b>How Packaged:</b>	
<b>Rolls per Case:</b>	12
<b>Bid Price per Case:</b>	
<b>Comments: Must fit San Jamar disp.</b>	

<b>Laundry Detergent</b>	
Liquid: 5-Gallon Buckets	
<b>Estimated Annual Usage:</b>	30 Buckets
<b>Manufacturer:</b>	Optional
<b>How Packaged:</b>	5 Gal/bucket
<b>Bid Price per Bucket:</b>	
<b>Comments:</b>	

<b>Small Toilet Tissue</b>	
Requirements: <b>2 ply</b>	
Estimated Annual Usage:	480 Cases
Manufacturer:	Optional
How Packaged:	By the case
Rolls per Case:	96
Sheets per Roll:	500
Bid Price per Case:	
Comments:	

<b>Kitchen Towels</b>	
Requirements: <b>N/A</b>	
Estimated Annual Usage:	50 Cases
Manufacturer:	Optional
How Packaged:	By the case
Rolls per Case:	30
Sheets per Roll:	90
Bid Price per Case:	
Comments:	

<b>Trash Bags</b>	
Requirements: <b>Large</b>	
Estimated Annual Usage:	240 Cases
Manufacturer:	Optional
How Packaged:	By the case
Bags per Case:	200
Bag Size:	40"x46" .60 mil
Bid Price per Case:	
Comments: Need sample with bid	

<b>Trash Bags</b>	
Requirements: <b>Small</b>	
Estimated Annual Usage:	180 Cases
Manufacturer:	Optional
How Packaged:	By the case
Bags per Case:	1,000
Bag Size:	22"x33" .40 mil
Bid Price per Case:	
Comments: Need sample with bid	

<b>Bar Hand Soap (NOT Ivory)</b>	
Requirements: <b>3/4 oz bars</b>	
Estimated Annual Usage:	340 Cases
Manufacturer:	Optional
How Packaged:	100 bars per case
Oz. per Bar:	0.75
Bars per Case:	100
Bid Price per Case:	
Comments: Unwrapped	

<b>Single Fold Towels</b>	
Requirements:	
Estimated Annual Usage:	120 Cases
Manufacturer:	Optional
Sheet Size:	9"x10"(230mm x 270mm)
How Packaged:	By the Case
Sheets per Package:	
Package Per Case:	
Bid Price per Case:	
Comments:	

<b>Ice Melt (Potasium Chloride)</b>	
Requirements: <b>50 lb bag</b>	
Estimated Annual Usage:	200 bags - depending on weather conditions
Manufacturer:	Optional
How Packaged:	bag/box
Lbs. per bag:	50
Bid Price per 50 lb. :	
Comments: Small sample to check rock size to be submitted with bid	

<b>Individually Wrapped Sanitary Napkins (Maxi Pads)</b>	
Requirements: <b>N/A</b>	
Estimated Annual Usage:	125 Cases
Manufacturer:	Optional
How Packaged:	By the Case
Pads per Box:	1 each
Boxes per Case:	250
Bid Price per Case:	
Comments:	

<b>Mop Heads</b>	
Requirements: <b>16 oz. (Cotton) Screw down type Sewn on top</b>	
Estimated Annual Usage:	40 Cases (6 in case)
Manufacturer:	Optional
How Packaged:	Bulk
Mop Heads per Case:	6
Bid Price per Case:	
Comments: No wire and must be screw on type.	

<b>Bleach</b>	
Requirements: <b>Liquid House Strength</b>	
Estimated Annual Usage:	40 Cases
Manufacturer:	Optional
How Packaged:	Case
Gallons per Case:	4
Bid Price per Case:	
Comments:	

<b>Brooms</b>	
Requirements: <b>Corn, Heavy Weight Sewn, Wooden Handle</b>	
Estimated Annual Usage:	20 Doz.
Manufacturer:	Optional
How Packaged:	
Bid Price per Dozen:	
Comments: No wire of any kind on brooms. (Prison Type)	

<b>Non-Alcohol Foaming Hand Sanitizer</b>	
Requirements: <b>#55857</b>	
Estimated Annual Usage:	50 Cases
Manufacturer:	DEB
How Packaged:	1-Liter Bottles
Bid Price per box:	
Comments: Must fit Deb Dispensor.	

<b>White Roll Towels</b>	
Requirements: <b>1000 ft</b>	
<b>Estimated Annual</b>	120 Cases
<b>Manufacturer:</b>	KIMMBERLY CLARK #01000
<b>How Packaged:</b>	12 packages per Case
<b>Bid Price per Case:</b>	
<b>Comments:</b>	

<b>Anti-Bacterial Hand Soap</b>	
Requirements: <b>1000ml bags 68941</b>	
<b>Estimated Annual</b>	60 Cases
<b>Manufacturer:</b>	DEB
<b>How Packaged:</b>	6, 1-Liter Bags per Case
<b>Bid Price per Case:</b>	
<b>Comments: Must fit Deb Dispensor.</b>	

<b>Laundry Bleach</b>	
Requirements: <b>Liquid 5-Gallon Buckets</b>	
<b>Estimated Annual</b>	30 Buckets
<b>Manufacturer:</b>	Optional
<b>How Packaged:</b>	By the 5-gal. Bucket
<b>Bid Price per bucket:</b>	
<b>Comments:</b>	

<b>Laundry Softener</b>	
Requirements: <b>Liquid 5-Gallon Buckets</b>	
<b>Estimated Annual</b>	30 Buckets
<b>Manufacturer:</b>	Optional
<b>How Packaged:</b>	By the 5-gal. Bucket
<b>Bid Price per bucket:</b>	
<b>Comments:</b>	

<b>Screw on Mop Handles</b>	
Requirements: <b>N/A</b>	
<b>Estimated Annual</b>	10 Cases
<b>Manufacturer:</b>	Optional
<b>How Packaged:</b>	Units of 12
<b>Bid Price per unit</b>	
<b>Comments:</b>	

<b>Hi-Performance Neutral Floor Cleaner</b>	
Requirements:	
Estimated Annual	60 Cases
Manufacturer:	Optional
How Packaged:	2.5 Gal
Bid Price per box:	
Comments: Must supply Dispensor.	

<b>Hi-Performance Neutral Floor Cleaner</b>	
Requirements:	
Estimated Annual Usage:	40 Cases
Manufacturer:	Optional
How Packaged:	2.2 Liter
Bid Price per box:	
Comments: Must supply Dispensor.	

<b>All Purpose Disinfectant Cleaner</b>	
Requirements:	
Estimated Annual	100 Boxes
Manufacturer:	Optional
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	
Comments: Must supply Dispensor	

<b>Bio-Enz Odor Control</b>	
Requirements:	
Estimated Annual	100 Cases
Manufacturer:	Optional
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	
Comments: Must supply Dispensor.	

<b>Acid Bathroom Cleaner</b>	
Requirements:	
Estimated Annual	100 Cases
Manufacturer:	P&G
How Packaged:	2- 2.2 Liters per box
Bid Price per box:	
Comments: Must supply Dispensor.	



In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this \_\_\_\_\_ day of \_\_\_\_\_ 2017:

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

County of Jefferson, State of Missouri

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kenneth B. Waller County Executive

\_\_\_\_\_  
Print

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
County Auditor

**APPROVED AS TO FORM**

\_\_\_\_\_  
County Counselor

# COOPERATIVE BID FORM

**Bid Name:** \_\_\_\_\_

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

## **COOPERATIVE PROCUREMENT CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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