BILL NO.: 20-0509

ORNIDANCE NO.: 20-0254

INTRODUCED BY: COUNCIL MEMBER(s) Hendrickson

1 AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND
2 SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE
3 RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR
4 PROPOSALS FOR SHERIFF'S OFFICE PATROL RIFLES 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
9 WHEREAS, Jefferson County, Missouri, (hereafter, the "County") in response to
10 certain Invitations for Bids and Requests for Proposals issued by the County, received bids
11 and proposals for the following items or services:
12
13 **BID NAME**
14 Sheriff's Office Patrol Rifles 2020
15
16 **NUMBER OF BIDS RECEIVED**
17 2
18
19 **DATE OF BID OPENING**
20 3-17-2020
21
22 WHEREAS, after reviewing the bids and proposals set forth above, the
23 Department of the Sheriff has determined that certain bids and proposals represent the
24
25 FILED
26 MAY 15 2020
27
28 KEN WALLER
29 COUNTY CLERK, JEFFERSON COUNTY, MO
lowest and best bid for the respective items or services and met the bid or proposal specifications issued by the County; and

WHEREAS, the Jefferson County, Missouri, Council finds it is in the best interest of the County to award the bids and proposals to GT Distributors, Inc. for a term from date of 6-1-2020 to 5-31-2021 upon approval by the County Council and County Executive for up to $11,199.00 per term, for total amount not to exceed $11,199.00 for the term, subject to budgetary limitations.

BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,

AS FOLLOWS:

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

BID NAME

Sheriff's Office Patrol Rifles 2020

TERM

6-1-2020 to 5-31-2021

Upon approval by the County Council and County Executive

AMOUNT

Up to $11,199.00 per term,

for total amount not to exceed $11,199.00 for the term,

subject to budgetary limitations

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

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

Section 4. This Ordinance shall be in full force and effect from and after its
date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
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  
Council Member District 2, Renee Reuter  
Council Member District 3, Phil Hendrickson  
Council Member District 4, Charles Groeteke  
Council Member District 5, Tracey Perry  
Council Member District 6, Daniel Stallman  
Council Member District 7, James Terry  

THE ABOVE BILL ON THIS 11th DAY OF May, 2020:

☑ PASSED   ☐ FAILED

Phil Hendrickson, County Council Chair

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 14th DAY OF MAY, 2020.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS ____ DAY OF __________, 2020.

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

ATTEST:

Ken Walter
Ken Walter, County Clerk

BY:

Reading Date: 05-11-2020
JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Invitation for Bid: SHERIFF'S OFFICE PATROL RIFLES 2020

BID #: 20-0017

Date Issued: 2-18-2020

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, MARCH 17, 2020 AT 2:00 P.M. LOCAL TIME.

CPL. MIKE TOOMBS
Department of the Sheriff
636-797-5518
mtoombs@jeffcomo.org

JACKIE TALARSKI
Department of Administrative Services
636-797-5380

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

SAMPLE ENVELOPE

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

SEALED BID: (BID NAME)

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.

G T DISTRIBUTORS, INC.
DAVID CURTIS
Company Name
Authorized Agent (Print)

2545 BROCKTON DR., STE. 100
Address

AUSTIN, TX 78758
City/State/Zip Code

1-800-252-6310
Telephone #

03/13/2020
Date

74-2339528
Tax ID #

BIDS MANAGER
Title

TXBIDS@GTDIST.COM
E-mail

1-800-480-5845
Fax #
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*REQUIRED DOCUMENTS*

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
   (County must be added as additional insured if awarded)

2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
   Obtain receipts at http://jeffersonmo.devnetwedge.com

Or

2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.

3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)

4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)

5. Cooperative Bid Form (last page)

6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.

7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

*BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY*
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 SUBSTITUTE”. 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.jeffco.org).

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

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

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

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

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

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

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

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

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.
1.14 BID OPENINGS
Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

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

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:
The Bidder, by executing the Bid form certifies that:
   A. The bid complies with Invitation for Bid form and Bid Specifications.
   B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

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

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

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

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

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENTACT:
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 goods corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be repaired or replaced without written authorization by County. Goods required to be repaired 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; [X] Corporation.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of TEXAS

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 DAVID CURTIS (Name of Business Entity Authorized Representative) as BIDS MANAGER (Position/Title) first being duly sworn on my oath, affirm G T DISTRIBUTORS, 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 SHERIFF'S OFFICE PATROL RIFLES (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 G T DISTRIBUTORS, 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 SHERIFF'S OFFICE PATROL RIFLES (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.)

[Signature]
Authorized Representative’s Signature
DAVID CURTIS
Printed Name

BIDS MANAGER 03/13/2020
Title Date

Subscribed and sworn to before me this 13th of MARCH, I am (DAY) (MONTH, YEAR)

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

T ExAS and my commission expires on 12-18-2020 (NAME OF STATE) (DATE)

[Signature]
Signature of Notary 03/13/2020 Date

CAROLA A. STAFFORD
My Notary ID # 1219568
Expires December 18, 2020
CURRENT BUSINESS ENTITY STATUS

I certify that G T DISTRIBUTORS, 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.

Authorized Business Entity Representative’s Name (Please Print)

Authorized Business Entity Representative’s Signature

G T DISTRIBUTORS, INC. Business Entity Name 03/13/2020 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).
1.0 General Information

1.1 Introduction and Background

The Jefferson County Sheriff's Office is seeking interested parties as they purchase rifles for Patrol Supervisors and Deputies.

1.2 Scope of the Purchase

The Jefferson County Sheriff's Office is seeking proposals for AR Platform Rifles, specifically those manufactured by Rock River Arms.

1. Weapon Description

A. RRA LAR-15 LE CAR A4 Model LE1020
   1. Caliber .223
   2. Lower Receiver Forged RRA LAR-15
   3. Barrel - Chrome Line 16” Lightweight, 1:9 Twist
   4. Muzzle Device – A2 Flash Hider
   5. Handguard – CAR Handguard
   6. Buttstock / Grip – RRA 6 position tactical CAR stock / A2 Grip
   7. Weight / Length / Accuracy – 7.5lbs / 35.25’ / 1.5 MOA at 100 yards

B. Ambidextrous Safety Selector

Mandatory Accessories that must be included with the purchase of the weapon:

1. (1) thirty round metal magazine for the .223 purchased
2. One fabric woven sling
3. One plastic hard case, with foam interior to store each rifle purchased. Must be lockable
4. Swivels attached for sling

2.0 General Proposal Requirements

2.1 Organization Capabilities

A. Describe the firm's experience and capabilities in delivering Rock River Arms products to government / law enforcement agencies.

B. Describe the availability of weapons and estimated delivery times.

C. Provide estimated shipping costs for each weapon

D. Identify from what location your firm will provide services to the agency

2.2 Staff Qualifications

Provide insight describing the educational and work experiences for the key staff who would be assigned to provide the weapons.
2.3 Proposer References

Proposers must include in their RFPs a list of organizations, including points of contact, which can be used as references. Selected organizations may be contacted to determine the quality of work and delivery of the project/weapon.

2.4 Mandatory Requirements

The following general requirements are mandatory:

A. The Sheriff's Office has conducted their own testing and evaluation of many AR Platform Weapons, and as a result, has selected those manufactured by Rock River Arms. **DO NOT PROVIDE A BID FOR A WEAPON MANUFACTURED BY ANOTHER COMPANY.**

B. The weapons can only be those weapons outlined in the “Scope” of the project.
   1. All weapons and parts must be new, in the box, manufactured by Rock River Arms, and come with the manufacturer’s warranty/manual.
   2. Have a guarantee against malfunction or defects.
   3. Contain a unique serial number that cannot be duplicated or altered.

2.5 Documentation and Operating Manual

Contractor will provide, at no additional charge, one operating manual, which describes in detail the nomenclature, safety practices, and warranty information. In addition, the contractor agrees the agency may make such additional copies of documentation supplied pursuant to this section as needed for use by county employees.
Rifles 2020

Fifteen (15) Rock River Arms LE1020 Patrol Rifles

All rifles must have the following Specs:
- Caliber: 5.56mm
- A2 Front Sight Base
- Chrome lined 16” barrel
- Single stage trigger
- CAR length handguard
- 6 position collapsible stock
- A2 pistol grip
- Detachable A2 carry handle
- Ambidextrous safety
- (1) 30-round magazine
- Sling
- Hard-sided carry case

Price must include shipping.

Cost of one (1) Rifle $746.60

Cost of fifteen (15) Rifles $11,199.00

Total cost for fifteen (15) Rifles with shipping $11,199.00
In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 13th day of MARCH 2020:

G T DISTRIBUTORS, INC. County of Jefferson, State of Missouri
Company Name

Signature
DAVID CURTIS
Print

Company Address: __________
2545 BROCKTON DR., STE. 100
AUSTIN, TX 78758

Phone: 1-800-252-8310

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 [Signature]
County Auditor

APPROVED AS TO FORM

[Signature]
County Counselor
COOPERATIVE BID FORM

Bid Name: 20-0017 SHERIFF'S OFFICE PATROL RIFLES

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes X No _____

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: $ NO MINIMUM

BY: [Signature]

TITLE: BIDS MANAGER

COMPANY: G T DISTRIBUTORS, INC.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 1-800-252-8310 E-mail TXBIDS@GTDIST.COM

THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI
Jefferson County Purchasing  
Attn: Department of the County Clerk  
729 Maple Street  
Hillsboro, MO 63050  
Bid: 20-0017 Sheriff’s Office Patrol Rifles 2020  

RE: No real or personal property  

This affidavit certifies that David Curtis, Bids Manager for G T Distributors, Inc., attests that G T Distributors, Inc., does not own any real or personal property in Jefferson County, MO.

Signature

X

Date

03/13/2020

Notary Public

My Commission Expires: 12-19-20

Notary Commission Number: 12195368

County: Travis

State: TX

CAROL A. STAFFORD  
My Notary ID # 12195368  
Expires December 18, 2020
March 13, 2020

2.1 Organization Capabilities

GT Distributors, Inc. has provided State, County, and City level departments with Rock River Arms products for over 12 years. Our team, including Purchasing, Account Management, and Contracts has a long-standing relationship with Rock River and we’ve been provided with a specific point-of-contact for all of our needs. Once we place an order, we are able to track the order in our portal or reach out to our contact for updates. Most of the orders that are placed, are fulfilled within 30 days. There will be no shipping costs associated with this proposal as the rifles will ship directly to the department, and Rock River has waived this cost for the remainder of the year.

2.2 Staff Qualifications

The assigned staff from GT Distributors, will be Davis Napier, Account Manager and William Smith, Outside Sales Representative. Collectively, these two gentlemen bring more than 40 years of industry experience. William served as a Gunnery Sergeant in the United States Marine Corps as well as a Police Sergeant in Shawnee. Davis, your dedicated account representative will be familiar with contract needs, order processing, and any related questions or concerns. Our outside sales representative serves Nebraska, Kansas and Missouri and in most cases can be on-site at a department facility within this territory for product demonstrations or other required appointments within 48 hours.

2.3 Proposer References

Texas BuyBoard  
P.O. Box 400  
Austin, TX 78767  
Connie W. Burkett  
800-695-2919 Ext. 7152  
Connie.burkett@tasb.org

Rutherford County  
County Mayor’s Office  
One Public Square  
Courthouse, Suite 101  
Murfreesboro, TN 37130
State of Missouri
Office of Administration
Division of Purchasing
P.O. box 809
Jefferson City, MO 65102
Tammy Michel
(573) 751-3114
Tammy.michel@oa.mo.gov
**ACORD**
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER:**
McGriff Insurance Services  
735 Broad Street, Suite 100  
Chattanooga, TN 37402  
423 648-7290

**INSURED:**
G T Distributors Inc  
P.O. Box 16080  
Austin, TX 78761-6080

**INFORMATIONS:**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

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**CERTIFICATE HOLDER:**
G. T. Distributors, Inc.  
P. O. Box 16080  
Austin, TX 78761

**CANCELLATION:**

<table>
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<tr>
<th>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</th>
</tr>
</thead>
</table>

**AUTHORIZED REPRESENTATIVE:**
W. Stewart Court

© 1988-2015 ACORD CORPORATION. All rights reserved.
This page has been left blank intentionally.
Company ID Number: 339276

To be accepted as a participant in E-Verify, you should only sign the Employer’s Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer  GT Distributors, Inc.

<table>
<thead>
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<th>Clint Welch</th>
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<tr>
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<tr>
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<td>06/29/2010</td>
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<td>Signature</td>
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Department of Homeland Security – Verification Division

USCIS Verification Division

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<tr>
<td>Signature</td>
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Information Required for the E-Verify Program

**Information relating to your Company:**

<table>
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<tr>
<th>Company Name</th>
<th>GT Distributors, Inc.</th>
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<tbody>
<tr>
<td>Company Facility Address</td>
<td>2545 Brockton Drive, Suite 100</td>
</tr>
<tr>
<td></td>
<td>Austin, TX 78758-4411</td>
</tr>
<tr>
<td>Company Alternate Address</td>
<td>P.O. Box 16080</td>
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<tr>
<td></td>
<td>Austin, TX 78761-6080</td>
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<tr>
<td>County or Parish</td>
<td>TRAVIS</td>
</tr>
<tr>
<td>Employer Identification Number</td>
<td>742339528</td>
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</tbody>
</table>
Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   C T DISTRIBUTORS, INC.

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   □ Individual (sole proprietor) or single-member LLC
   □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶
   □ Corporation □ S Corporation □ Partnership □ Trust/estate
   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
   □ Other (see instructions) ▶

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)
   Exempt payee code (if any)

5. Address (number, street, and apt. or suite no.) See instructions.
   2545 BROCKTON DR., STE. 100
   AUSTIN, TX 78758
   City, state, and ZIP code
   Requester's name and address (optional)

6. List account number(s) here (optional).

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

Social security number

or

Employer Identification number

7 4 2 3 3 9 5 2 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) Indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 11/3/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requestor) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest).
• Form 1098-E (student loan interest).
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
JEFFERSON COUNTY MISSOURI
ATTN: DEPARTMENT OF THE COUNTY CLERK
729 MAPLE ST
HILLSBORO, MO 63050
BID # 20-0017
SHERIFF’S OFFICE PATROL RIFLES 2020
DUE: 03/17/2020 @ 2:00 PM