

BILL NO.: 24-0808

ORDINANCE NO.: 24-0308

INTRODUCED BY COUNCIL MEMBER(S) C. G. Grotzke

**AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR PROPOSALS FOR ACCESS CONTROL GATE 2024; AND AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND PROPOSALS.**

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

Bid Name

Access Control Gate 2024

Number of Bids Received

2

Date of Bid Opening

6-25-24

**WHEREAS**, after reviewing the bids and proposals set forth above, the Department of Parks and Recreation has determined that certain bids and proposals

**FILED**

AUG 16 2024

JEANNIE GOFF  
COUNTY CLERK, JEFFERSON COUNTY, MO

represent the 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 Kendall LLC for a term from date of approval to 8-11-25 upon approval for **up to \$54,415.00 per term, for total amount not to exceed \$54,415.00 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

Access Control Gate 2024

TERM

date of approval to 8-11-25

AMOUNT

**Up to \$54,415.00 per term,**

**for total amount not to exceed \$54,415.00 for the term,**

subject to budgetary limitations

AWARDED BIDDER

Kendall LLC

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 thereto, 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.

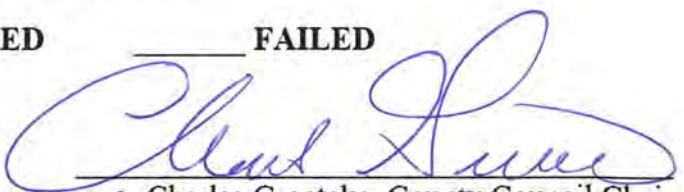
Section 4. This Ordinance shall be in full force and effect from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.

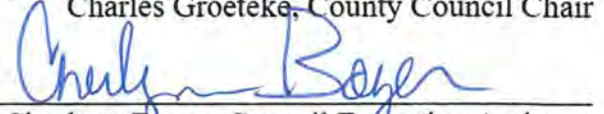
**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	<del>Absent</del> yes
Council Member District 2, Gene F. Barbagallo	yes
Council Member District 3, Lori Arons	yes
Council Member District 4, Charles Groeteke	yes
Council Member District 5, Scott Seek	absent
Council Member District 6, Daniel Stallman	yes
Council Member District 7, Bob Tullock	yes

**THE ABOVE BILL ON AUGUST 12, 2024:**

**PASSED**       **FAILED**

  
Charles Groeteke, County Council Chair

  
Cherlynn Boyer, Council Executive Assistant

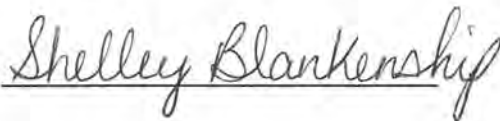
THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, ON AUGUST 12, 2024.

15  
THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, ON \_\_\_\_\_.

  
Dennis J. Gannon, Jefferson County, Missouri, Executive

**ATTEST:**

  
Jeannie Goff, County Clerk

BY: 

First Reading: 8/12/2024





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



**ORDINANCE NO.**

24-0208

**BID #: 24-0044**

**Request for Proposal: ACCESS CONTROL GATE 2024**

**Date Issued: 05/29/2024**

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, JUNE 25, 2024, AT 2:00 P.M. LOCAL TIME.

**Specification  
Contact:**

**TIM PIGG**  
 Jefferson County Parks & Recreation  
 636-797-5334  
 tpigg@jeffcomo.org

**Contract  
Contact:**

**JACKIE DOYLE**  
 Department of Administrative Services  
 636-797-5380



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

**SAMPLE ENVELOPE**

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

**Contract Term:**  
 ONE YEAR CONTRACT  
 WITH ONE (1)  
 ADDITIONAL ONE YEAR  
 RENEWAL OPTION  
 UPON APPROVAL OF THE  
 COUNTY COUNCIL AND  
 COUNTY EXECUTIVE

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, 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 (1) 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:**

<u>Kendall LLC</u>	<u>Steve Bird</u>
Company Name	Authorized Agent (Print)
<u>PO Box 29342</u>	<u>[Signature]</u>
Address	Signature
<u>St. Louis, MO 63126</u>	<u>President</u>
City/State/Zip Code	Title
<u>314-621-1934</u>	<u>6/24/24</u>
Telephone #	Date
<u>Mark@Kendallstl.com</u>	<u>45-5270420</u>
E-mail	Tax ID #
	Fax #

**TABLE OF CONTENTS:**

<b>Legal Notice and Request for Proposal</b>	<b>Page 1</b>
<b>Table of Contents</b>	<b>Page 2</b>
<b>Proposal Requirements</b>	<b>Page 3</b>
<b>Proposal Form and Contract</b>	<b>Page 5</b>
<b>Affidavit</b>	<b>Page 9</b>
<b>Certification for Debarment, Suspension, or Exclusion</b>	<b>Page 11</b>
<b>Specifications</b>	<b>Page 12</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, 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 MAY BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

## PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: SB"

### A. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

### B. PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. 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.

### C. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

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 proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

### D. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
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.

### E. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

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

### F. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

### G. 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.



**H. MATERIAL AVAILABILITY:**

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor 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.

**I. ALTERNATE PROPOSALS:**

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

**J. INCORPORATION OF DOCUMENTS:**

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, 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.

**K. ADDENDA:**

Addenda to proposal 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 proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**L. 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 it's 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.

**M. PROPOSAL OPENINGS:**

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

**N. PROPOSAL TABULATIONS:**

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, [www.jeffcom.org](http://www.jeffcom.org), under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

**PROPOSAL FORM AND CONTRACT**

**A. PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

**B. 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 may be 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.**

**C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

**D. PRICE:**

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal 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 vendor'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. **Proposal 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.**

**E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Vendor 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. Vendor shall include proof of compliance with the Act with the proposal.

**F. 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.

**H. 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.

**I. 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.

**J. PAYMENT:**

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

**K. 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.

**L. DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal 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.

**M. 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.

**N. 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.

**O. CHOICE OF LAW:**

This proposal 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.



**P. TERMINATION:**

1. **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. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. **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.
3. **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.**
4. **Default:** County may terminate the whole Contract or any part in either of the following circumstances:
  - a. If supplier fails to deliver the items required by the contract within the time specified; or
  - b. 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.
  - c. 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.

**Q. 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 proposal form.

**R. CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal 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.

**S. 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.

**T. 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.

**U. 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.



**V. APPROVAL:**

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

**W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

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

Incorporated in the State of Missouri.

**X. 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.

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

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT [WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG) LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION**  
**CONTACT**

**TIM PIGG**  
**JEFFERSON COUNTY PARKS & RECREATION**  
**636-797-5334**

**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 Steve Bird (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm Kendall LLC (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 #24-0044 (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 Kendall LLC (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 #24-0044 (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] Steve Bird  
Authorized Representative's Signature Printed Name

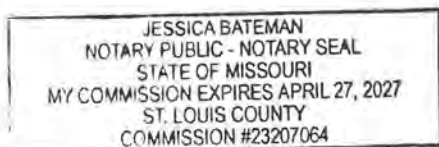
President 6/24/24  
Title Date

Subscribed and sworn to before me this 24<sup>th</sup> of June, 2024. I am  
(DAY) (MONTH, YEAR)

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

Missouri, and my commission expires on April 27, 2027.  
(NAME OF STATE) (DATE)

Jessica Bateman 6/24/2024  
Signature of Notary Date



**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Kendall LLC (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.

Steve Bird

Authorized Business Entity  
Representative's Name  
(Please Print)



Authorized Business Entity  
Representative's Signature

Kendall LLC

Business Entity Name

6-24-24

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).

**Certification Regarding  
Debarment, Suspension, Ineligibility,  
And Voluntary Exclusion**

**Contractor Covered Transactions**

- (1) The prospective contractor of the Recipient, Kendall LLC, certifies, by submission of this document, that neither it nor its representatives is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach and explanation to this form.

CONTRACTOR: Kendall LLC

By: [Signature]  
Signature Recipient's Name

Steve Bird, President #24-0044  
Name and Title Division Contract Number

PO BOX 29342  
Street Address

St. Louis, MO 63126  
City, State, Zip

6/24/24  
Date

08-114-8380  
DUNS number

OSVH8  
Cage Code



## - Request for Proposal - Access Control Gate

The Jefferson County Department of Parks and Recreation is seeking proposals for the design and installation of an Access Control Gate at the entrance / exit of Rockford Park.

<b>SCHEDULE</b>	
<b>EXPECTED NUMBER OF CONTRACTS</b>	One
<b>PRE-BID MEETING DATE AND TIME</b>	June 12, 2024 @ 1:00pm
<b>IS PRE-BID MEETING MANDATORY?</b>	Yes
<b>PRE-BID MEETING LINK/LOCATION</b>	<u>4320 State Rd. W, House Springs, MO</u>
<b>DEADLINE FOR QUESTIONS &amp; COMMENTS</b>	Seven business days prior to Bid Due Date
<b>BID DUE DATE AND TIME</b>	June 25, 2024 - by 2:00 pm – County Clerk’s Office
<b>ANTICIPATED AWARD DATE</b>	Four weeks after bid due date
<b>CONTRACT</b>	
<b>EXPECTED DURATION OF AGREEMENT</b>	180 Working Days
<b>REQUIRED BONDS</b>	-None-
<b>PAYMENT METHOD</b>	Invoices based upon work completed
<b>DESIGNATED POINT OF CONTACT</b>	
<b>TIMOTHY J. PIGG</b>	tpigg@jeffcomo.org

### Project Overview

The Jefferson County Department of Parks and Recreation is seeking an experienced company to design, implement and install an automated gate control system. The system will need to be vandal resistant and provide access control for entry into the park at both the entrance and exit with the option for a spike strip on the exit side. The system will need to have punch key code access control as well as daily auto open / close functions. The power system will need to be solar and battery.

### Project Scope

#### Unattended Access Control Gate

- Vandal Resistant Construction
- Time Controlled Opening and Closing
- Administration Keyed Override to Close / Open Gate
- Emergency Access Keypad
- Warning Signage for Spike Strip
- Roadway Barriers for Lane Separation / Directional Control
- Future adaptation for credit / debit / access card device.

## General Project Specifications

### General Conditions:

The contractor shall comply with the general conditions as defined below:

- a. The contractor shall comply with all applicable codes as defined by the Jefferson County Department of County Services, Division of Code Enforcement, and the ADA.
- b. At the conclusion of the project, the contractor shall provide the owner with an **"As Built / Designed" drawing**.
- c. The contractor shall be responsible for all utility connections to the Access Control Gate.
- d. The contractor shall complete the project and have all material and equipment removed from the sites within one-hundred eighty (180) workdays from issuance of "Notice to Proceed", exceptions made for weather.
- e. The County will furnish a sales tax exemption certificate to the contractor for the County. The tax exemption will apply to the prime Contractor, subcontractors, and suppliers of materials and supplies incorporated or consumed during the construction of the project.
- f. The Contractor and all Subcontractors must comply with 290.500 RSMo et. seq. and pay the appropriate prevailing hourly wage rate for all covered workers who perform Work under the Contract.

### Sub-Contractors:

The contractor shall not allow a sub-contractor on the worksite without the following:

- a. The sub-contractor shall be identified within the submitted bid documents. Sub-contractors not identified within the contract documents shall not be allowed on the work site. If an alternate subcontractor is required, the contractor shall submit a written request to the Department Director requesting permission to use an alternate subcontractor. The contractor shall not use the alternate subcontractor without approval from the director.
- b. The contractor confirms that all subcontractors and alternate subcontractors shall be required to comply with all terms and conditions defined within the specifications and contract.
- c. The contractor shall be responsible for all activities of subcontractors and alternate subcontractors, employees, and representatives.

**Site Work:** The contractor shall be responsible for the specific items defined below.

- i. The contractor shall be responsible for the conditions of the work site and be responsible for all safety issues and responsible for assuring that the work site is compliant with all applicable federal and state work laws and regulations.
- ii. The contractor shall be responsible for daily site clean-up.
- iii. The contractor shall be responsible for removing / mitigate all hazards.
- iv. The contractor shall be responsible to install and maintain orange color construction fence around the construction site, or ensure such site is secured while the installation is underway.
- v. The contractor shall be responsible to secure all necessary permits.
- vi. The contractor is responsible for all post construction cleanup of the work site; including any trees and brush removed for this project as well as all construction debris.
- vii. The contractor is responsible for the legal disposal of any hazardous waste.
- viii. All adjacent areas shall be returned to pre-existing conditions prior to final payment.

**Design Plan and Material Specification:**

As designed by the bidder / contractor in response to this Request for a Proposal.

**Bid Bond:**

Not Required.

**Pre-Bid Meeting**

All vendors submitting a proposal **MUST attend the Pre-Bid meeting** to be held on site at 4320 State Rd., House Springs, MO 63051 **on June 12, 2024, starting at 1:00 pm**. The Director of the Jefferson County Department of Parks and Recreation shall hold a Pre-Bid meeting to review the project. A proposal submitted by a vendor not in attendance at the Pre-Bid meeting shall not be considered a valid proposal. The bidder should develop a bid based upon the site conditions at the time of the Pre-Bid meeting.

## References

The Bidder **shall** provide three (3) references from completed installations of comparable type work. One (1) of the references must be local to Jefferson County Missouri. Contact Name, Business Name, Phone Number and Address must be supplied in the bid packet for each reference. Please include PHOTOS of the referenced Projects.

➤ **This is a turnkey project.**

- **Meaning the project will be completed with a fully functional and usable Access Control Gate.**

If you have other questions about this project, please contact Timothy Pigg, Director at 636-797-5334.

Total Bid Price \$56,165.00.

see attached, price includes alternate



In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 15 day of August 2024:

Kendall LLC  
Company Name

County of Jefferson, State of Missouri

[Signature]  
Signature  
Mark Vickroy, Jr  
Print

[Signature]  
Dennis Gannon J. County Executive

Company Address: PO BOX 29342  
Sf. Louis, MO 63126

Phone: 314-621-1934

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: #24-0044

**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: \$ 25,000

BY: Mark Vickroy

TITLE: Project Manager

COMPANY: Kendall LLC

**CONTACT INFORMATION FOR COOPERATIVE AGREEMENT**

Phone 314-621-1934 E-mail mark@kendallstl.com

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



5100 Bulwer Ave. St Louis, MO 63147

www.kendallstl.com

314-621-1934

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

AFFIDAVIT

I, Steve Bird of 9244 Laurel Hill Dr., in St. Louis County, Missouri do hereby swear under oath that:

- 1. Kendall LLC and I, Steve Bird, do not own any real or personal property in Jefferson County.

Under penalty of perjury, I hereby declare and affirm that the above stated facts, to be the best of my knowledge, are true and correct.

Signature

Printed Name & Title: Steve Bird, President

Date: 6/24/2024

**NOTARY OF ACKNOWLEDGEMENT**

State of: Missouri

County of: St. Louis

This Affidavit was acknowledged on this day 24<sup>th</sup> June 2024 by the undersigned, Steve Bird who has satisfactorily proven to me to be the person whose name is subscribed to this document.

Notary Public

My Commission Expires on the: 27<sup>th</sup> April, 2027

JESSICA BATEMAN  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES APRIL 27, 2027  
ST. LOUIS COUNTY  
COMMISSION #23207064





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Associated Insurance Group</b> 150 Weldon Pkwy  Maryland Heights MO 63043	CONTACT NAME: <b>Associated Insurance Group</b>
	PHONE (A/C No. EXT): <b>(314) 432-1812</b> FAX (A/B No.): <b>(314) 432-3100</b>
	E-MAIL ADDRESS:
	PRODUCER CUSTOMER ID #: <b>00011173</b>
	INSURER(S) AFFORDING COVERAGE
INSURED <b>Kendall, LLC</b> <b>Kendall Construction Services, LLC;</b> 5100 Bulwer Avenue  St. Louis MO 63147	INSURER A: <b>Auto-Owners Insurance Co.</b>
	INSURER B: <b>Missouri Employers Mutual Ins</b>
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES      CERTIFICATE NUMBER: **CL2422854089**      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	75198735	08/11/2023	08/11/2024	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			75198735	08/11/2023	08/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						MEDICAL PAYMENTS \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						UNINSURED/UNDERINS \$
A	UMBRELLA LIAB		<input checked="" type="checkbox"/>	3052874800	03/11/2024	03/11/2025	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB		<input type="checkbox"/>				AGGREGATE \$ 5,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			75198735	08/11/2023	08/11/2024	<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input checked="" type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased and Rented Equipment			75198735	08/11/2023	08/11/2024	150,000 DED 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Instacart - 15830 Fountain Plaza Drive, Ellisville, MO 63011- MPS Development and Employear, Inc. (owner), Architect, consultants, and other contractors and any of their subcontractors, sub-contractors, agents, employees, their officers, and agents are included as additional insured with respect to general liability (including ongoing and completed operations) and hired and non-owned automobile liability on a primary and non-contributory basis as required by

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregory Wherry/MW





5100 Bulwer Ave. St Louis, MO 63147  
Proposal Prepared By: Mark Vickroy

www.kendallstl.com 314-621-1934  
mark@kendallstl.com

In regards to

#24-0044

Rockford Park Access Control Gate  
4320 State Rd. W, House Springs, MO

Kendall LLC proposes to engineer, fabricate, deliver and install:

Custom fabricated 25' Cantilever Vandal Resistant Slide Gate System and All-o-Matic SL 100 Operator with foot pedal operated manual over ride on secure side, with hardened lock to prevent unauthorized use.

Loop Detector and Photo eyes

Steel Security cover for gate operator

Qty 2 - Doorking 1515-080 Entry Keypad - secure keypads

National Loop 4'x11' Preformed Direct Burial / Paveover Loops" Flexible LT Conduit

Doorking 1610-090 Traffic Spikes (Heavy Duty)

Warning signage for Spike Strips

AMERESCO Solar 100W 24V 99Ah Solar Kit, NEMA 3 enclosure, pole mount

Qty 8 - Custom cement filled bollards, 4' visible, 3' buried, at 6' intervals, yellow

3'x3'x2' pad for controller, gate post, and solar

2'x2'x2' pad for gate post

\$54,415.00

Alternate A: Lay 1" crushed gravel to a depth of 2 inches to widen roadway 30" in width on each side from the park entrance easement to the existing gates, a total of 5' additional width, extending the potential roadway from approximately 22' to approximately 27'.

\$1,750.00

Total including alternate: \$56,165.00

See attached for product details.

Mark Vickroy, Jr

06/24/2024

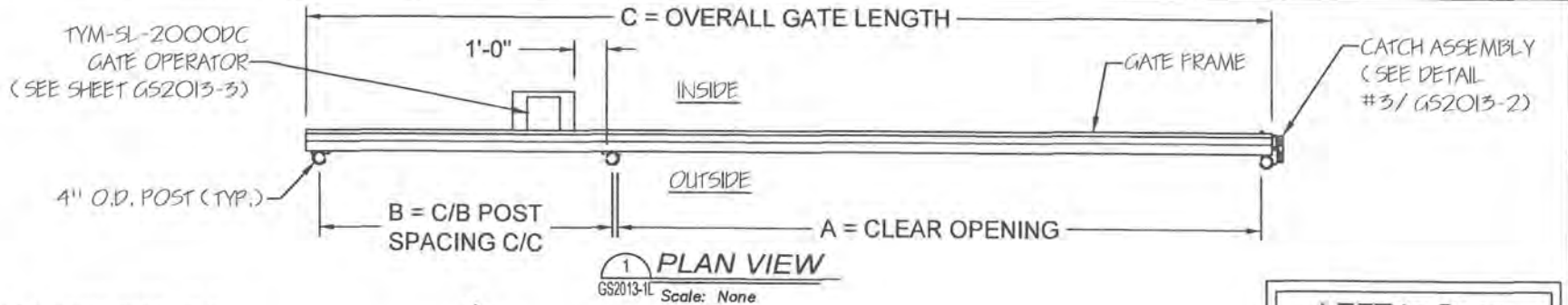
Kendall Industries

5100 Bulwer Ave

St. Louis, MO 63110

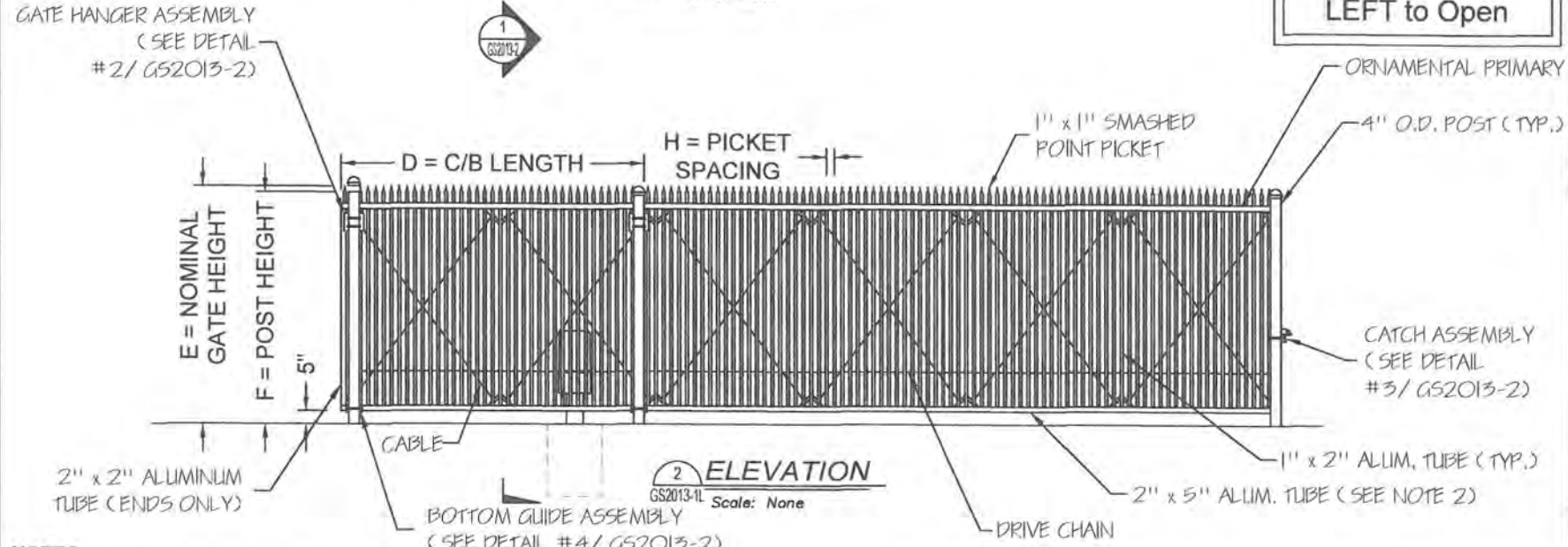
314-621-1934

[mark@kendallstl.com](mailto:mark@kendallstl.com)



1 PLAN VIEW  
GS2013-1L Scale: None

LEFT to Open



2 ELEVATION  
GS2013-1L Scale: None

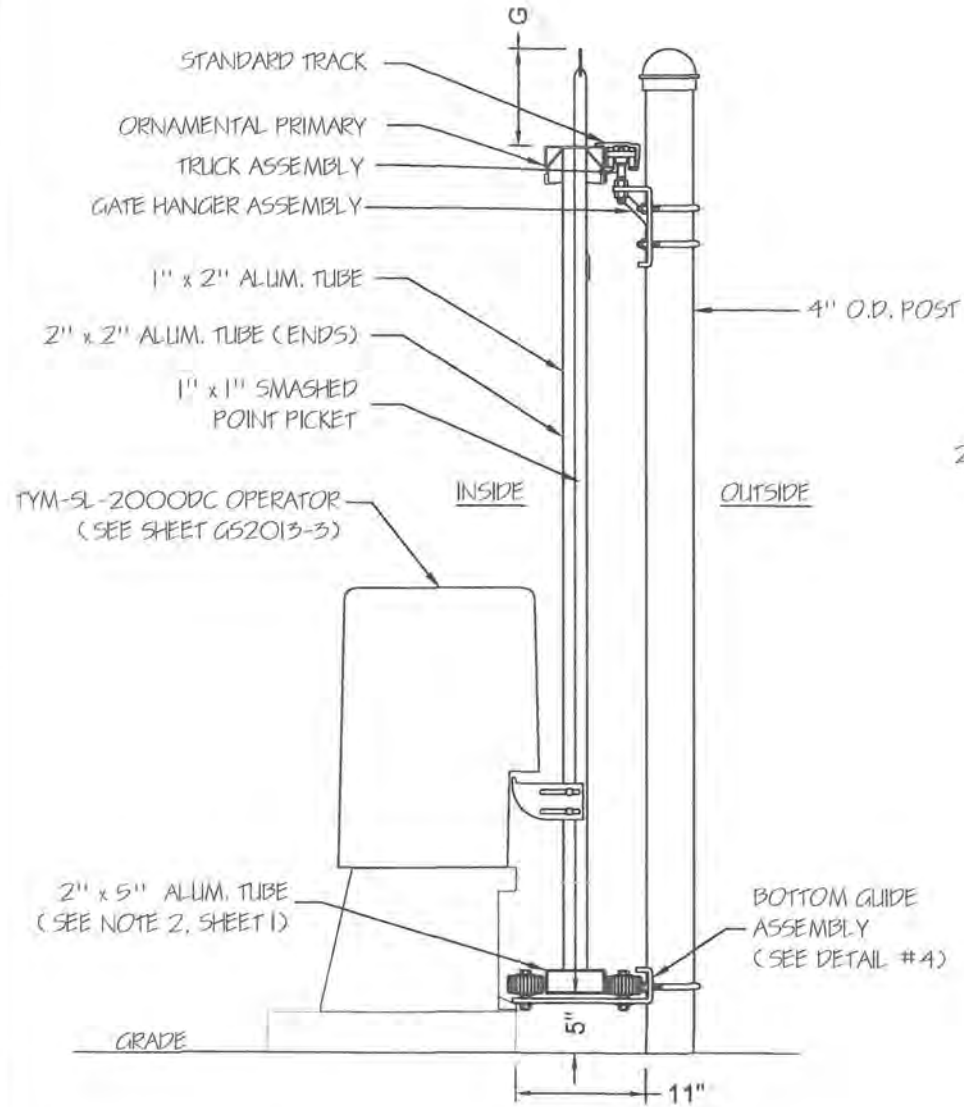
- NOTES:
1. ALL FITTINGS PROVIDED FOR 4" O.D. POSTS. OTHER SIZES ARE AVAILABLE UPON REQUEST.
  2. FOR GATES THAT REQUIRE TWO PIECE FABRICATION, A 5" ALUMINUM CHANNEL WILL BE SUBSTITUTED FOR THE 2" x 5" ALUM. TUBE AND A VERTICAL SPLICE WILL BE ADDED.
  3. GATE ELEVATION IS VIEWED FROM OUTSIDE OF THE SECURE AREA LOOKING IN.
  4. THIS GENERIC DRAWING SHOWS A TYPICAL GATE. GATE MANUFACTURED MAY NOT BE EXACTLY AS SHOWN.
  5. GATE FINISH TO BE POWDER COATED STOCK, STANDARD BLACK.

NOMINAL GATE SIZE  
**25'W X 6'H**

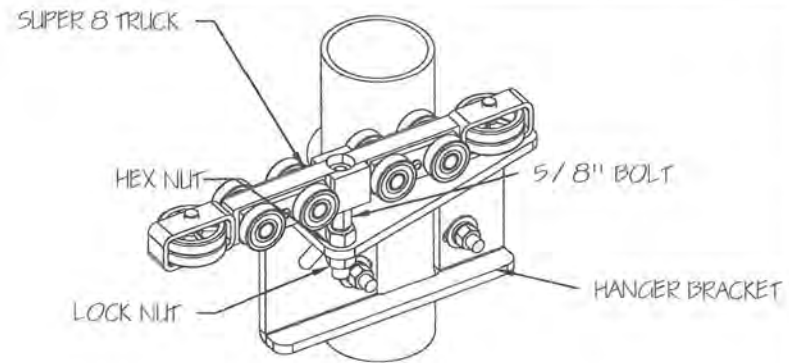
CRITICAL DIMENSION CHART		
A	CLEAR OPENING	25'-0"
B	COUNTERBALANCE POST SPACING C/C	11'-7"
C	OVERALL GATE LENGTH	37'-6"
D	COUNTERBALANCE LENGTH	12'-6"
E	NOMINAL GATE HEIGHT	6'-0"
F	POST HEIGHT	6'-0"
G	PICKET HEIGHT	6"
H	PICKET SPACING	3" O.C.

**PRELIMINARY DRAWING**

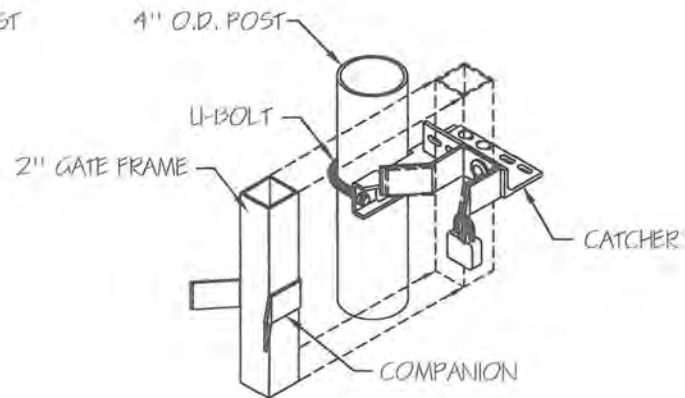
PROJECT:	Heavy Duty Cantilever Slide Gate with Curved Smashed Point Pickets and TYM-SL-2000DC Gate Operator
SUBJECT:	
CONTRACTOR:	Kendall St. Louis
ARCHITECT/ENGINEER:	
DRAWN BY:	
CHECKED BY:	
DATE:	9/5/23
SCALE:	As Noted
REVISION LEVEL:	RO
	34



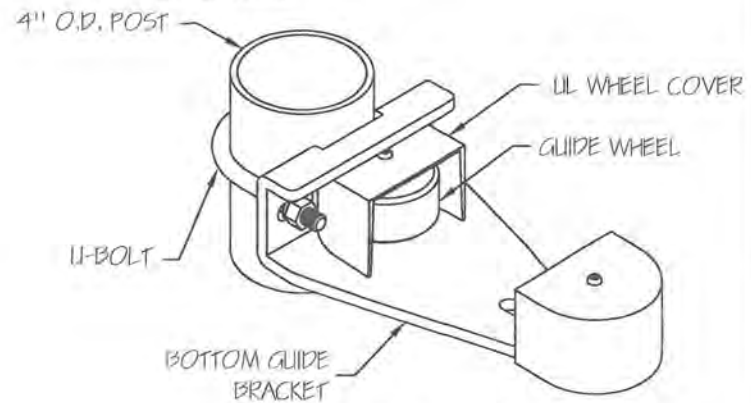
**1 ASSEMBLY SECTION**  
GS2013-2 Scale: None



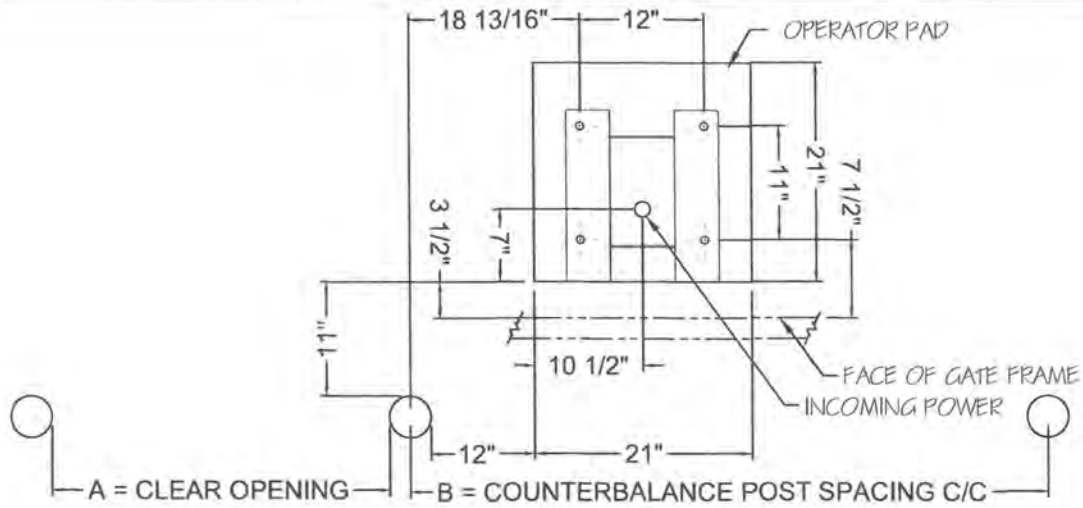
**2 GATE HANGER**  
GS2013-2 Scale: None



**3 CATCH ASSEMBLY**  
GS2013-2 Scale: None

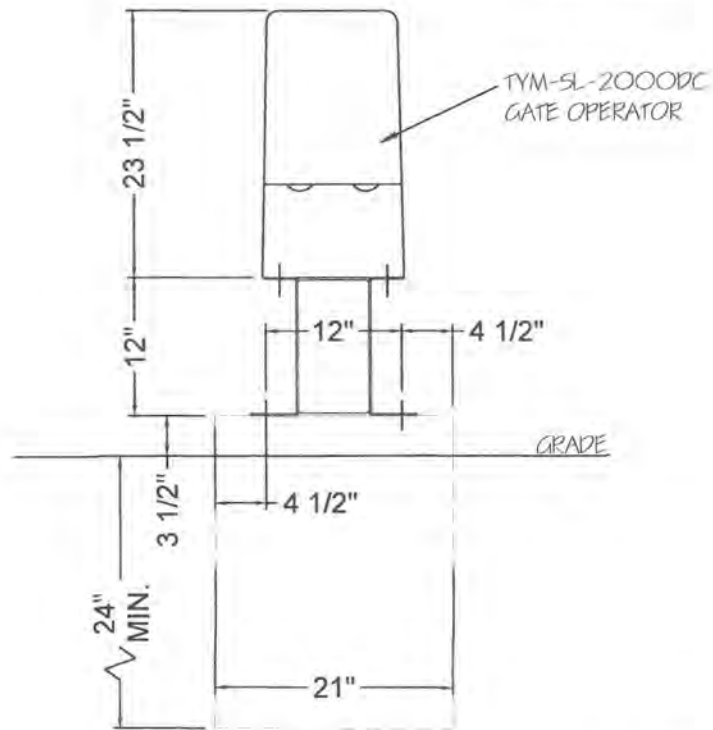


**4 BOTTOM GUIDE**  
GS2013-2 Scale: None

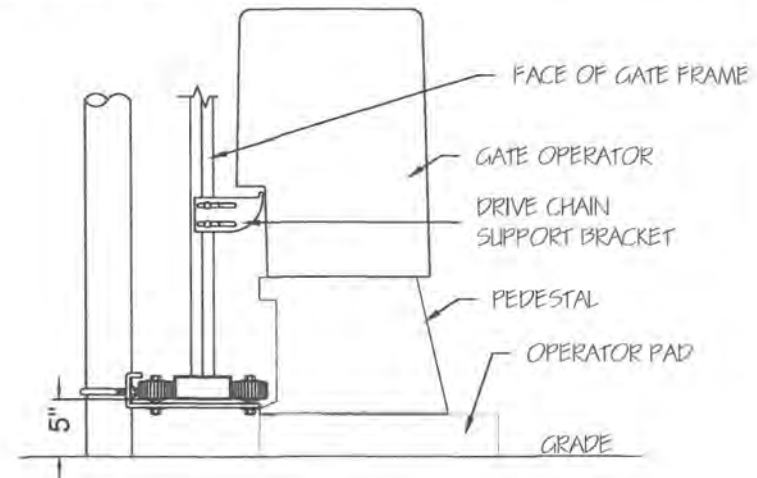


NOTES:  
 1) OPERATOR PAD DEPTH TO BE MINIMUM OF 24" AND IN ACCORDANCE WITH ALL LOCAL CODES AND SOIL CONDITIONS.

**1 OPERATOR PAD LAYOUT PLAN**  
 GS2013-3 Scale: None -R.H. SHOWN, L.H. OPPOSITE-



**2 OPERATOR FRONT ELEVATION**  
 GS2013-3 Scale: None



**3 OPERATOR SIDE ELEVATION**  
 GS2013-3 Scale: None





818-787-1988

allomatic.net

Our AC Slide Gate Operator that started it all.

# SL-100 AC

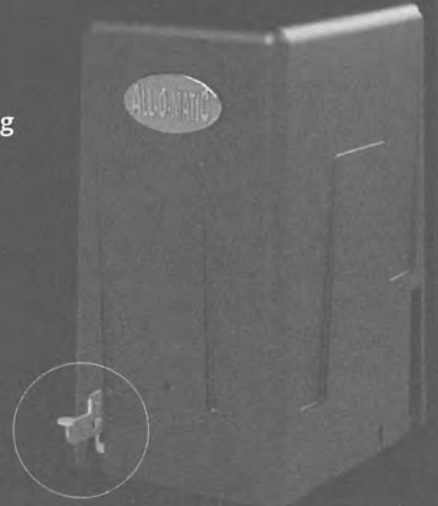
SLIDE GATE OPERATOR

# SL-100FP AC

SLIDE GATE OPERATOR



- ✓ For Gates Up To 1,000 Lbs. and 37 Ft. Long
- ✓ Pre-Wired Loop Detector Rack
- ✓ Back Drivable Gearbox
- ✓ Simple & Dependable Control Board



- ✓ Mechanical Foot Pedal Release



RESIDENTIAL



COMMERCIAL



SCAN FOR PRODUCT INFORMATION



SCAN FOR PRODUCT INFORMATION



MECHANICAL FOOT PEDAL RELEASE



INNOVATIVE CIRCUIT BOARD



PAD MOUNT AVAILABLE

SLIDERS | SWINGERS | OVERHEADS

The standard by which all other automatic gate operators are measured.

UL 325 2018 COMPLIANT

UL 991 COMPLIANT

GSA C22.2 #247





818-787-1988

allomatic.net

# SPECS

# SL-100 AC SL-100FP AC SLIDE GATE OPERATOR

<b>Max Gate Weight</b>	1,000 lbs.
<b>Max Gate Length</b>	37 feet
<b>Warranty</b>	7 year residential - 5 year commercial
<b>Motor</b>	½ HP motor
<b>Gate Speed</b>	12" per second
<b>Power Options</b>	120 VAC
<b>Duty Cycle</b>	Continuous
<b>Battery Back Up</b>	N/A
<b>Battery Back Up Capacity</b>	N/A
<b>Temperature Range</b>	-40 to 160°
<b>Gearbox Ratio</b>	Regular - 10:1 FP - 20:1 with internal disconnect
<b>Width X Length X Height</b>	12" X 17.5" X 23.5"
<b>Shipping Weight</b>	100 lbs.
<b>Emergency Release</b>	Regular: Push open in event of a power failure FP: Mechanical foot pedal release
<b>Belt Size</b>	Regular: 4L-300 (AX28) FP: 4L-260 (AX24)
<b>Main Sprocket Size</b>	41B22X7/8
<b>Chain Size</b>	41NP (20' included)
<b>Gearbox Sprocket</b>	N/A
<b>Limit Shaft Sprocket</b>	Regular: N/A FP: 41B15X5/8
<b>Breaker Requirement</b>	20 amp dedicated
<b>Gearbox Pulley</b>	Regular: 5" with 5/8" bore FP: 2 ½" with 5/8" bore
<b>Motor Pulley</b>	2" with 5/8" bore
<b>Motor Pulley</b>	N/A



✓ **Mechanical Foot Pedal Release**

## AVAILABLE ACCESSORIES



RESIDENTIAL



COMMERCIAL



**APS-1000**  
Power Inverter



**V-Groove Wheels**



**Fire Boxes**



**GUIDE Rollers**



**PRIME VD-1**  
Loop Detector

The Warrantor warrants the SL-100AC and SL-100FP AC Gate Operators. ALL-O-MATIC INC warrants its gate openers for a period of five (5) years in commercial installations, and for a period of seven (7) years in residential installation to be free from defects in circuitry, motor, gear box and workmanship. This warranty applies from the date of purchase to the original owner. Warrantor will repair or, at its option, replace any device which it finds to require service. This device must be sent to the warrantor at the consumer's expense. The warrantor will return the repaired or replaced unit to the customer at the consumer's expense. Labor charges for dealer service or replacement are the responsibility of the owner. These warranties are in lieu of all other warranties either expressed or implied, and ALL-O-MATIC INC shall not be liable for consequential damage. All implied warranties of merchantability and or fitness for a particular purpose are hereby disclaimed and excluded. This limitation is not valid in jurisdictions which do not allow limitation of incidental or consequential damages or limitation of warranty periods. Caution in order to obtain this policy, please complete the registration card and send it by mail within 30 days of purchasing from ALL-O-MATIC INC. or your INSTALLER. If not registered only a one year warranty on all parts will be provided.

**SLIDERS | SWINGERS | OVERHEADS**

The standard by which all other **automatic gate operators** are measured.

**UL 325 2018**  
COMPLIANT

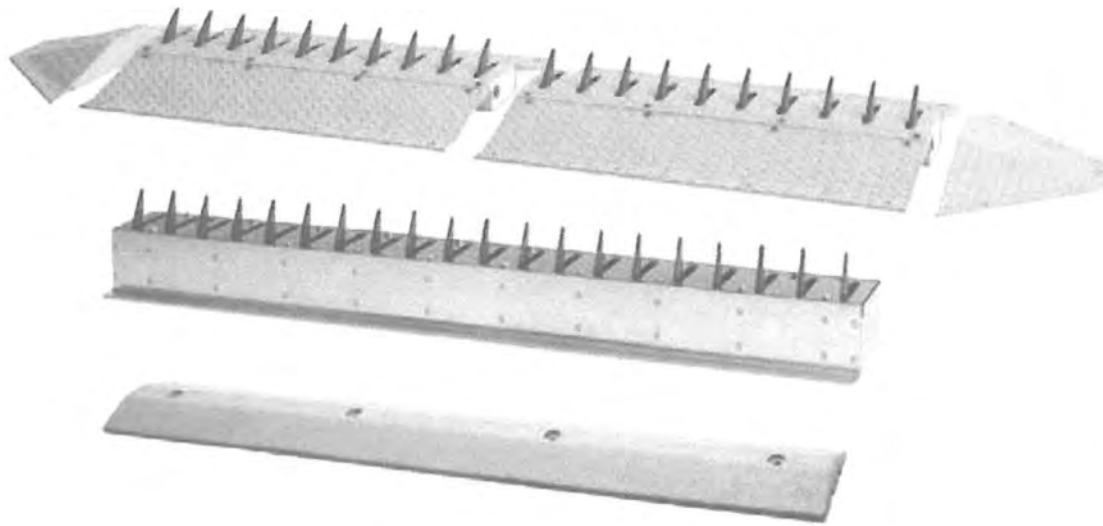
**UL 991**  
COMPLIANT

**CSA C22.2 #247**





# 1610 TRAFFIC CONTROL TRAFFIC SPIKES ABOVE & IN-GROUND



## Surface Mount

- Modular system can accommodate any traffic lane width
- Spikes are ganged 3 and 4 spikes together
- Lock down allows for temporary two-way traffic
- Spike sections are available in 3 foot sections

## Flush Mount

- Spring loaded or counter weight (non-spring) models available
- Each spike is independently spring loaded or weighted
- Available in 6' sections
- Lock down option available

## Speed Bump

- Solid composite material provides a long service life

- Optional warning sign **MUST** be used with installation of all traffic spikes

FEATURES



### surface mount

spikes install easily without trenching and double as a speed bump



### spring loaded

surface mount available in 3 foot sections



### flush mount

below ground assembly available with weighted or spring loaded spikes



### lock down

in-ground flush mount version available

## ACCESS CONTROL SOLUTIONS





# 1610 TRAFFIC SPIKES PARKING CONTROL

DKS Traffic Control products are designed to control traffic direction and speed through a controlled entry location. Traffic spikes are used to enforce one-way lane conditions and speed bumps are used to slow traffic down through a controlled area. DKS traffic control spikes are available in surface and flush mount versions and require no power for operation.

## Surface Mount Spikes

### Mounting

anchored to concrete surfaces only

### Spike operation

spring loaded

Spikes are ganged 3 and 4 together and use a torsion spring for operation

### End Cap

provides a smooth end to the spike section

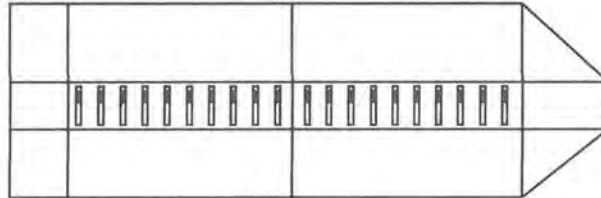
### Housing

1/4-inch diamond plate painted safety yellow. Spikes are painted bright red for easy visibility.

2-inch rise provides a built-in speed bump

### Lock down

feature allows spikes to be locked in the down position allowing the traffic lane to be temporarily used for two-way traffic



### Spike Sections:

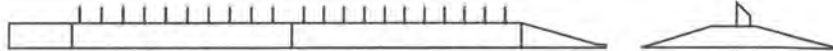
31" W x 2" H x 36" L

78.7cm W x 5.1cm H x 182.8cm D

### End Cap:

31" W x 2" H x 8.5" L

78.7cm W x 5.1cm H x 21.6cm D



## Flush Mount Spikes

### Mounting

flush, in-ground unit anchored in concrete

### Spike operation

Spring loaded, each spike has an independent stainless steel spring

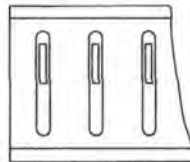
Weighted, each spike is independently counter weighted

### Housing

Galvanized steel to inhibit rusting. Spikes and top plate are painted bright red for easy visibility

### Lock down option

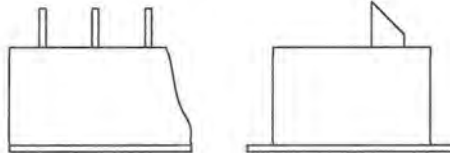
Optional feature allows spikes to be locked in the down position allowing the traffic lane to be temporarily used for two-way traffic



### Flush Mount Spike:

8.5" W x 6.5" H x 72" L

21.6cm W x 16.5cm H x 182.8cm D

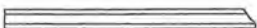
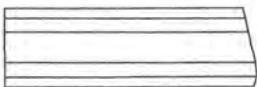


## Speed Bump

### Mounting

surface mount, anchored to concrete surfaces only

Solid composite material painted safety yellow



### Speed Bump:

11.5" W x 2" H x 72" L

29.2cm W x 5cm H x 182.8cm D

### WARNING:

Traffic control auto-spike systems are not intended to be used in areas where vehicular traffic is uncontrolled or crosses over the spikes at an angle other than 90°, or where traffic speeds may exceed 5 MPH. Speed bumps, warning signs and/or traffic signals must be used with auto-spike systems.

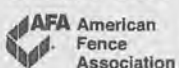
Distributed by:

### DOORKING, INC.

120 Glasgow Avenue, Inglewood, California 90301 U.S.A. Tel: 310-645-0023 FAX: 310-641-1586 www.doorking.com

© 2008 All Rights Reserved. Product specifications may change without notice. Rev. 8/08

### MEMBER:







# 1515 DIGITAL LOCK KEYPAD ACCESS CONTROL

- RESIDENTIAL • GATED COMMUNITIES • APARTMENT COMPLEXES
- PARKING • CONDOMINIUM/RESIDENT HALL • MIXED USE
- COMMERCIAL • SELF STORAGE • MAXIMUM SECURITY



- Programming via the keypad or from a DoorKing Android Digital Lock Manager app using Near Field Communication (NFC)
- Smart Open application allows users to activate their entry code from their Android smartphone
- 400 memory capacity for momentary entry or hold open entry codes
- Apps free from the Google Play Store
- Low power mode for solar applications
- 2 year limited factory warranty



**smart open app**  
hold phone in front of unit



**keypad users**  
enter 4-5 digit unique PIN to gain entry



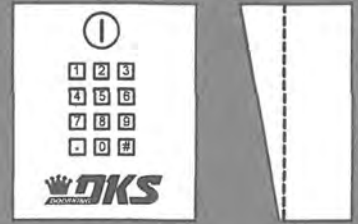
**lighted keys**  
for easy night time operation



**android smartphone**  
for manager programming and user entry

ACCESS CONTROL

# 1515 DIGITAL LOCK ACCESS CONTROL KEYPAD



**1515 Surface**  
4.5" W x 5.375" H x 3.6875" D  
114.3mm W x 136.5mm H x 93.6mm D

1515	MAX CODES	ENTRY CODE DIGITS	LOCKOUT MODE	HOLD OPEN CAPABILITY	OUTPUT	MAX ACCESS PTS	POWER	LOW POWER MODE
<b>Digital Lock</b>	400	4 or 5 digit entry codes	Lockout Tries (3-9) Lockout Time (1-9 minutes)	Yes	1 Relay	1	12-24 VAC or VDC	Less than 1 ma for solar applications

## Technical Features

### Mechanical

Basic digital entry for economical applications

Ideal for doors or gates

400 memory capacity for momentary entry or hold open entry codes or any combination thereof

Lighted keypad (in low power mode, keypad lights up at the first touch of a button and remains lighted until 5 seconds after the relay activates)

Low power mode for solar applications. Less than 1ma current in low power mode

Selectable 4 or 5 digit codes

Door open time settable from 1/4 second to 99 seconds

Wrong entry code lockout settable from 3-9 tries and 1-9 minutes

Programming via the keypad or from the DoorKing Android Digital Lock Manager app using Near Field Communication (NFC)

DoorKing Smart Open app for users to activate the entry codes using their Android NFC smartpone. Free from the Google Play Store



Actual Control System Dimensions

### Electrical

12 to 24 volt AC or DC power

Form C dry contact relay

30 V 1 amp maximum

Request to Exit input

### Miscellaneous

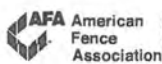
Environmental: -10°F to 115°F (-23°C to 46°C)

Shipping weight approximately 8-20 Lbs (3.6-9 kg)

Mounting: Surface / post mount

Distributed by:

#### MEMBER:



#### DOORKING, INC.

120 Glasgow Avenue, Inglewood, California 90301 U.S.A.

Tel: 310-645-0023 FAX: 310-641-1586 www.doorking.com

© 2014 All Rights Reserved. Product specifications may change without notice. Rev. 12/14

# National Loop 4' X 11' Preformed Direct Burial / Paveover Loops in Flexible LT Conduit

The classic conduit-encased loop, trusted by customers for over 20 years. The heavy-duty nature of the liquid-tight conduit ensures your most sensitive access control project from external conditions like sharp stones, heaving, chemicals, and inclement weather to ensure a flawless operation in your overall installation process. Experience a new level of quality, and even easier installation. Designed for vehicle detection in conjunction with:

- Parking Barrier Gates
- Overhead Doors
- Gate Operators
- Traffic Signals
- Arming Devices
- Vehicle Counters

All Direct Burial Loops arrive fully assembled, and ready to install for any project involving paving, concrete or asphalt pouring, gravel roadways, and brick paving.

## FEATURES

- Light and compact with no assembly required
- Cost-effective in time and labor
- Comes standard in flexible liquid-tight conduit
- Designed for durability against the elements
- Optimizes read-height and eliminates false signals



AMERESCO's 100 W, 99 Ah, 24 V solar power system protects sensitive wireless equipment and provides clean, reliable power whether AC mains are available or not. This system utilizes a 27 in x 26 in x 12 in NEMA enclosure made of powder-coated aluminum, with an aluminum back plate for equipment installation and pad-lockable doors for added security. The enclosure also includes mounting flanges. The VS 100 series solar power rail includes a solar charger, low voltage disconnect, breakers, and DC terminal blocks. br br







### Vendor Reference

List three persons or entities to whom the bidder has provided similar goods or services for a period of not less than twelve months.

Failure to provide three references will constitute the bidder's certification that it has not provided goods or services of similar requirements to at least three persons or entities for a twelve-month period.

COMPANY NAME	GREAT RIVERS GREENWAY (GRG)
CONTACT PERSON	BEN GROSSMAN P.E.
E-MAIL ADDRESS	bgrossman@grg511.org
TELEPHONE NUMBER	314-932-4920

COMPANY NAME	GREAT RIVERS GREENWAY (GRG)
CONTACT PERSON	SARA OLMSTEAD
E-MAIL ADDRESS	solmstead@grg511.com
TELEPHONE NUMBER	314-809-1532

COMPANY NAME	City of Herculaneum, A. Eilers
CONTACT PERSON	Wayne Martin
E-MAIL ADDRESS	wayne@aegersconstruction.com
TELEPHONE NUMBER	636-290-2668



Company ID Number: 611271

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Kendall, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 611271

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 611271

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status





Company ID Number: 611271

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





Company ID Number: 611271

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 611271

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 611271

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 611271

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.





Company ID Number: 611271

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





Company ID Number: 611271

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 611271

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 611271

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 611271

Approved by:

<b>Employer</b> Kendall, LLC	
<b>Name (Please Type or Print)</b> Steve K Bird	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 10/23/2012
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 10/30/2012



Company ID Number: 611271

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Kendall, LLC
Company Facility Address	5100 Bulwer Ave Saint Louis, MO 63147
Company Alternate Address	
County or Parish	SAINT LOUIS CITY
Employer Identification Number	452922368
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)





Company ID Number: 611271



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MO 1



Company ID Number: 611271

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Steve K Bird
Phone Number	3146211934
Fax	3146215357
Email	steveb@kendallstl.com



Company ID Number: 611271



This list represents the first 20 Program Administrators listed for this company.

# E-Verify



Company I.D. 611271

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.

<b>Employer Kendall, LLC</b>	
<b>Steve K Bird</b>	
Name (Please Type or Print)	Title
<i>electronically signed</i>	
Signature	Date 10-30-2020
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
<b>USCIS Verification Division</b>	
Signature	Date 11-1-2020
<i>electronically signed</i>	

--