

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

Mathew Bowen of the city of _____

County of Jackson State of Missouri being duly sworn on her or his oath, deposes and says,

1. That I am the Vice President (Title of Affiant) of _____ (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2023 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

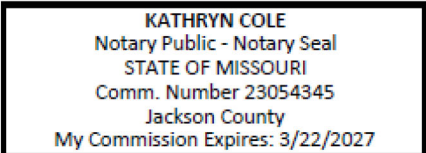
Mathew Bowen (Name of Bidder)
By: Mathew J Bowen (Signature of Affiant)
Vice President (Title of Affiant)

Subscribed and sworn to before me this 10 day of September, 2024.

NOTARY PUBLIC in and for the County of Jackson (SEAL)

State of Missouri

My Commission Expires: _____



ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

We acknowledge the receipt of Addenda None for this ITB/RFP/RFQ. We understand that additional addenda may be issued up until the Question Response Deadline of [insert date], 2024 and we will be responsible for checking the Bonfire Portal regularly for any new addenda issued.

Michael J. Morrison
Signature of Respondent

9/10/2024
Date

Superior Bowen Asphalt Co, LLC
Company Name

520 W Pennway
Address

Kansas City, MO 64108
City, State, and Zip

816 921-8200
Phone

EXHIBIT F

**BIDDER'S EXCEPTIONS
TO
SPECIFICATIONS
OF
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 24-069**

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Invitation to Bid. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Specifications of Invitation to Bid No. 24-069 are requested by the undersigned Respondent: (Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
	No Exceptions Noted

Name of Firm: Superior Bowen Asphalt Co, LLC

Signature of Bidder: Michael J. Morrison



OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
 415 EAST 12TH STREET, 2ND FLOOR
 KANSAS CITY, MISSOURI 64106

(816) 881-3302
 FAX (816) 881-3340
 CRO@JACKSONGOV.ORG
 WWW.JACKSONGOV.ORG/AUDITOR

JACKSON COUNTY, MISSOURI
CONTRACTOR UTILIZATION PLAN

ITB/RFP/RFQ Number: 24-069
 ITB/RFP/RFQ Title: Road Maintenance Asphalt Products and Services
 Contracting Department: Public Works Department

Respondent: Superior Bowen Asphalt Co, LLC

I, Mathew Bowen, Vice President, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Invitation to Bid and the MBE/WBE/VBE Program and is given on behalf of the Bidder listed above. It sets out the Bidder's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the Bid.

The goals set by Jackson County, Missouri are:

9.5 %MBE 11.7 %WBE 9.5 %VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE participation in the above bid:

9.5 %MBE 11.7 %WBE 0.0 %VBE

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above-named Bid. **Bidder maintains that it either has a formal contract or a conditional contract contingent upon award.**

Please note:

- a. If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
- b. No contractor may be listed under multiple categories below regardless of certifications

INTERNAL USE ONLY	
CUP RECEIVED: _____	CUP APPROVED: _____
GFW RECEIVED: _____	GFE APPROVED: _____
CUP REVISED: _____	REVISION APPROVED: _____
APPROVED GOALS: _____ MBE _____ WBE _____ VBE	
RES/ORD: _____	AMT AWARDED: _____
NOTES:	

MBE SUBCONTRACTORS

A.	MBE Firm:	Martin Rucker Development LLC	INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Contract Value: \$
	Address line 1:	3701 NW 57 Terr KCMO 64151	
	Address line 2-including County:	Clay County, MO	
	Telephone Number:	816 294-6821	
	President/Owner:	Martin Rucker	
	Email Address:	ruckerdevelopment@outlook.com	
	Certifying Agency:	KCMO, MODOT, KDOT	
	Expiration Date of Certification:		
	Scopes of Work Utilized:	Material Hauling	
	Percentage of Contract Awarded:	9.5%	

B.	MBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Contract Value: \$
	Address line 1:		
	Address line 2-including County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency:		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

C.	MBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Contract Value: \$
	Address line 1:		
	Address line 2-including County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency:		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

TOTAL MBE VALUE:		\$
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*** Add Additional Pages as Necessary ***

WBE SUBCONTRACTORS

A.	WBE Firm:	Petro Logistics, LLC	INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Contract Value: \$
	Address line 1:	910 S Kirkwood Rd Kirkwood, MO 63122	
	Address line 2-including County:	St Louis County	
	Telephone Number:	314 835-9499	
	President/Owner:	Lianne Reizer	
	Email Address:	lianne@petrologisticsllc.com	
	Certifying Agency:	MODOT, KDOT	
	Expiration Date of Certification:		
	Scopes of Work Utilized:	Liquid Asphalt Supply & Transport	
	Percentage of Contract Awarded:	11.7%	

B.	WBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Contract Value: \$
	Address line 1:		
	Address line 2-including County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency:		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

C.	WBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Contract Value: \$
	Address line 1:		
	Address line 2-including County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency:		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

TOTAL WBE VALUE:		\$
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*** Add Additional Pages as Necessary ***

VBE SUBCONTRACTORS

A.	VBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Contract Value: \$
	Address line 1:		
	Address line 2-including County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency:		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

B.	VBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Contract Value: \$
	Address line 1:		
	Address line 2-including County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency:		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

C.	VBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Contract Value: \$
	Address line 1:		
	Address line 2-including County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency:		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

	TOTAL VBE VALUE:		\$
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*** Add Additional Pages as Necessary ***

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a Good Faith Effort Form if it will be unable to meet the participation goals. A Good Faith Effort Form documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. Simply stating that goals cannot be met is not considered sufficient.

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a Contractor Modification Form must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

Contact the Compliance Review Office for assistance or to request forms.

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact: Type text here Michael J. Morrison

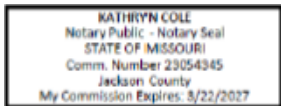
Title: Estimator Email: mmorrison@superiorbowen.com

Date: 9/10/2024 Phone: 816 591-7725

Subscribed and sworn to before me this 10 day of September 2024.

Kathryn Cole

Notary Public



My Commission Expires: _____

(Attach corporate seal if applicable)

For questions on this form please contact: Compliance Review Office
(816) 881-3302
CRO@jacksongov.org

A TERM AND SUPPLY CONTRACT for the furnishing of Road Maintenance Asphalt Products and Services for use by the Public Works and Parks + Rec Department.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 12th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor.

The parties may annually extend this Contract beyond its original term for a time, not to exceed 2-12 month extensions, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes No Initials . Minimum order, if applicable \$.

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: _____ PHONE NO: _____
ADDRESS: _____ FAX NO: _____
NAME OF AUTHORIZED AGENT (print or type): _____ DATE: _____
SIGNATURE OF AUTHORIZED AGENT: _____ TITLE: _____
EMAIL ADDRESS OF AUTHORIZED AGENT: _____
FEDERAL ID NO: _____ and/or SOCIAL SECURITY NO: _____
SPECIFY: MINORITY OWNED (MBE): _____ WOMAN OWNED (WBE): _____ (Check If Applicable)

JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUTSINGER: _____ DATE: _____

RESPONSIBLE BIDDER AFFIDAVIT

For Jackson County, Missouri Construction Projects

Pursuant to Jackson County, Missouri Ordinance No. 5825, No person or entity shall be awarded any contract on any RSMo Ch. 290 Public Work, County equivalent, or public procurement project of any kind unless such entity is deemed by the County to be a "Responsible Bidder" as follows:

The term "responsible bidder" shall require, except as to federal or state projects if prohibited as a condition of funding, only those bidders who certify by notarized statement that **(Please check all that apply to your company):**

- They have not been barred from bidding on any federal or state projects within the last year.
- Neither they, nor any entity any of the natural person owners of the bidder has a direct ownership stake in, had had any State or County-issued business, trade, or contracting license suspended or revoked within the last year.
- They have and enforce a drug-testing policy for all employees in the field.
- They show proof of employer-provided healthcare benefits.
- They prove their employees receive actual healthcare benefits equal or greater than the minimum healthcare required by federal Public Law 111-148 approved March 23, 2010, as amended from time to time.
- They participate in or maintain an apprentice program that is approved by and registered with the United States Department of Labor and is compliant with 29 CFR Part 29 and 29 USC Sec. 50 for each craft for which it is established and complies with all required United States Department of Labor regulations including affirmative action obligations described in 29 CFR Part 30.
- The apprenticeship program that the bidder participates in or maintains has graduated at least one apprentice to journeyman status in the last three years for each craft for which the apprenticeship program is established.
- All On-Site employees on the project will be employees and that there will be no use of Independent Contractors, nonpermanent employees, or "leased employees" for on-site work.
- All employees will be licensed with the appropriate licensing authority.
- No less than the equivalent to the prevailing wages will be paid to all employees per occupational title in 8 CSR 30-3.060. (2018) as defined in Section 290.210(7) RSMo. (2018) to workers, as defined and understood in 290.210 RSMo (2018), performing construction on such project at the prevailing wage rate per occupational title

determined as the relevant occupational title's rate in effect at the time the physical work begins on the project.

- All employees and Supervisors will be OSHA-certified and in compliance with then-current OSHA safety requirements prior to working on the project; and
- All Supervisors will be thirty-hour OSHA-certified.
- Nothing in this section shall be interpreted as precluding an action for enforcing this section as to any contractor or sub-contractor by any citizen or interested party. Such action shall be against the contractor and/or sub-contractor. Any citizen or interested party who prevails in a legal action to enforce this section shall be entitled to reasonable attorneys' fees and costs.
- For any project for which either an engineer's estimate or the bid accepted by the public body for the total project cost is in the amount of seventy-five thousand dollars or less that becomes subject to a change order that increases the total project cost in excess of seventy-five thousand dollars, the provisions of this section shall apply only to that portion of the project that was in excess of seventy-five thousand dollars. However, the project shall not be separated into sections in a manner that circumvents this threshold.
- This section shall not apply if its application would disqualify the County from receiving monies from any external public source.
- If implementing the above provisions disqualifies the County from receiving monies from any external public source for a specific project, then any Receiving Entity that voluntarily agrees to implement the above provisions in its contract with the County will receive the same Incentive Plus 5% of the total incentive promised provided this provision does not otherwise disqualify the County from receiving monies from the public external source for the project or incentive in question.

Mathew J Bowen

_____(Name of Bidder)
 By: Mathew Bowen (Signature of Affiant)
Vice President (Title of Affiant)

Subscribed and sworn to before me this 10 day of September, 20

NOTARY PUBLIC in and for the County of Jackson (SEAL)
 State of Missouri
 My Commission Expires: _____ *Kathryn Cole*

