REQUEST FOR BID

Title:
Modular Workstations

Optional Pre-Bid Conference
Date: Wednesday, March 18, 2020
Time: 3:00 p.m.
Location: Boone County Family Resources 1209 E. Walnut, Columbia, MO 65201

Written Questions or Clarifications Regarding Bid Submission
Date: Thursday, March 26, 2020
Time: 5:00 p.m.

Bid Submission
Date: Tuesday, April 7, 2020
Time: 4:30 p.m.
Location: Boone County Family Resources 1209 E. Walnut, Columbia, MO 65201

Bid Opening
Date: Tuesday, April 7, 2020
Time: 4:30 p.m.
Location: Boone County Family Resources 1209 E. Walnut, Columbia, MO 65201

Owner's Representative
Don Merrifield, Property & Facility Manager
1209 East Walnut
Columbia, Missouri 65201
573-874-1995
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Work Authorization Certification
Labor and Material Payment Bond*
Affidavit of Compliance with Prevailing Wage Law**

*Labor and Material Payment Bond must be submitted by the chosen contractor at the time of contract execution, not returned with vendor’s bid proposal response.

**Affidavit of Compliance with Prevailing Wage Law is required to be filed at project completion.

This IS a prevailing wage project
I. INVITATION FOR BIDS AND INSTRUCTIONS FOR BIDDING

A. Sealed bids will be received by Boone County Family Resources for the purchase, delivery and installation of modular workstations specified in this Bid Package. Bids must be received at the 1209 East Walnut address by Tuesday, April 7, 2020 at 4:30pm. Bids received after said time will be returned unopened.

B. Definitions
1. Boone County Family Resources is a statutorily created entity. It may be referred to in the Bid Documents as “BCFR” or “Agency.”
2. Bidder – Any business entity submitting a response to this Bid Invitation.
3. Contractor – The Bidder whose response to this Bid Invitation is determined to be in the best interests of the Agency as determined by the Agency will be selected for an award and will enter into a Contract for the goods/services described in the Bid Documents with the Agency.
4. Bid – This entire document, including any attachments, and any Addenda issued prior to receipt of Bid Responses.
5. Response – The written, sealed document(s) submitted in response to this Invitation.
6. Bid Clarification – Questions regarding this Bid should be directed to BCFR. Answers will be distributed simultaneously to all known prospective Bidders. Written responses are binding; oral communications between Agency staff and Bidder are not.
7. Addenda – Written or graphic instruments issued prior to the execution of the Contract that modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
8. Base bid – The sum stated in the bid for which the bidder offers to perform the work described in the Bid Documents to which work may be added or deleted for sums stated in alternate bids.
9. Alternate bid – An amount stated in the bid to be considered in place of the base bid if the alternate bid is accepted by Owner as described in the Bid Documents.
10. “Or equal” – This term allows the Bidder/Contractor to propose products that would be satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacture’s names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by Agency. No substitution shall be made unless Agency approval has been obtained in advance.
11. Unit price – An amount stated in the bid as a price per unit of measurement for materials or services as described in the Bid Documents.
12. Award – An award will be made to the Bidder or Bidders whose offer(s) provide the greatest value to the Agency and is considered to be in the best interest of the Agency. The Agency’s decision will not be determined by price alone. Any final evaluation of the Bids does not imply that one Bidder is superior to another, but simply that in the Agency’s judgment, the selected Bidder appears to offer the best overall solution for the Agency’s current and anticipated needs at the lowest possible cost to the Agency. The Agency reserves the right to reject all submitted bids and purchase from a Vendor off of state or federal government pricing contract.
13. Contract – This Bid and the Contractor’s Response will be made part of any resultant Contract and will be incorporated into the Contract. Should there be any conflicts between the provision of the documents comprising the Contract, they will be resolved by giving precedence in the following order: to the provisions of the Contract, as amended; the provisions of the Bid, and finally the provisions of the Bid Response. The Agency reserves the right to modify any proposed form agreement or withdraw its award to a successful Bidder if any proposed Agreement contains terms and conditions unacceptable to the Agency.

C. By submitting a bid, Bidder represents and warrants that:
1. Bidder has read and understands the Bid Documents.
2. Bidder assumes ultimate responsibility for ensuring that he has obtained all bid documents, including any Addenda issued after initial posting of the Request for Bid, and that all documents are complete. Bidder shall acknowledge receipt of all such Addenda in his bid.

D. The Bid Forms must be completed in full, signed, and submitted as the Contractor’s formal bid.

E. Each bid must show the full legal name and business address of the Bidder, including its street address if it differs from the mailing address.

F. Each bid must be complete and free from ambiguity and signed by an individual authorized to bind the bidder and, if submitted by a partnership or joint venture, a list showing the full names and addresses of all partners or joint ventures must be provided.

G. Any alteration or erasure must be initialed by the signer of the bid.

H. The Bidding Documents may include Unit Prices in the Bid Form applicable to a specific Bid Category(ies), which must be completed by the Bidder as a part of the Bid. If the Unit Prices are not completed, the Bid will not be considered responsive and may be rejected by the Owner.

I. Unit Prices shall completely cover all costs, expenses, overhead and profit for such work. Agency shall not be liable for any additional costs including but not limited to taxes, shipping, handling, freight, insurance, interest or penalties.

J. Bidders shall not include sales or use taxes in their bid. Boone County Family Resources is a sales tax exempt entity.

K. Bidders must complete and submit with their bids the following:
   1. Bid Response Form
   2. Statement of Bidder’s Qualifications
   3. Subcontractor Approval Form
   4. Anti-Collusion Statement
   5. Signature and Identity of Bidder
   6. Bidder’s Acknowledgment

L. Submit the Bid Proposal in a sealed envelope bearing the name of the Bidder addressed to:
   Boone County Family Resources
   RE: Modular Workstations
   1209 E. Walnut
   Columbia, Missouri 65201

M. Any bid received after the due date stated in the Notice to Bidders will be rejected.

N. By submitting a Bid, each Bidder agrees to waive any claim it has or may have against the Owner, its Board of Directors, and its respective employees, arising out of or in connection with the administration, evaluation or recommendation of any Bid.

O. Bids shall be firm and fixed for acceptance within a minimum of (45) forty five days from the bid due date. Failure to provide the minimum quotation validity period may result in the Bidder’s proposal being non-responsive and forfeiture of submitted Bid Bonds.

P. A Bidder may, without prejudice to itself, modify or withdraw its bid from consideration if such a request is made in writing with the signature of the bidder and received by Boone County Family Resources prior to the due date and time for submission of bids stated in the Notice to Bidders.

Q. Agency shall have the right to reject any or all bids, to reject a bid not accompanied by data required by the Bid Documents, or to reject a bid which is in any way incomplete or irregular and to rebid the work at a later date if all bids are rejected. Agency also reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Response. Note: Written requirements in the Bid or Amendments are binding, but any oral communications between Agency and Bidder are not considered binding.

R. It is the intent of Agency to award the Contract to the lowest and best bidder; however Agency reserves the right to accept the bid which, in Agency’s judgment, is in the best interest of and most advantageous to the Agency.

S. The Agency maintains the following rights and considerations:
1. To reject any or all bids and, in particular, to reject a bid not accompanied by all the bid information required by the Bid Documents or a bid that is in any way incomplete or irregular.
2. To waive any minor informality or irregularity in any Bid received and to accept the bid or bids which, in its judgment is in the Agency’s best interest.
3. To award a Contract, based on the bids received, without any further discussion of such bids.
4. To determine whether the good and/or services offered are acceptable for Agency’s use.
T. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
U. The Contract shall be awarded within a reasonable length of time after opening of bids.
V. Bid evaluation will be based on quality, reliability, warranty, estimated delivery period, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.
W. Agency may by written notice terminate the Contract in whole or in part when in the best interest of Agency.
II. TECHNICAL SPECIFICATIONS

A. General – Bidder may propose any conforming manufacturer of workstations and may submit more than one brand of conforming workstation for the Agency’s consideration. The use of specific requirements/descriptions are not intended to preclude equivalent products, but are given to establish a standard of design and quality for materials, construction, and workmanship.

B. Bidder should provide the following information and materials:

- Manufacturer’s published specification sheets including but not limited to complete descriptive literature and detailed specifications, current catalog/price lists, finish/fabric charts and delivery schedules
- Warranty information
- Estimated delivery date subsequent to placed order
- Estimated time required for assembly and installation of all work stations onsite following delivery
- Cost of materials, delivery, assembly, and installation charges should all be included in bid price
- Indicate availability of rebates, discounts, incentives or other benefits
- Instructions, including tools needed, to re-configure, disassemble and reassemble workstations
- Instructions for purchase and expected availability of future workstations – Agency may add approximately 35 additional workstations, a few at a time, over the course of ten years
- Length of time Bidder will honor prices quoted in this bid
- If requested by Agency, Bidder will be required to provide within seven (7) days, complete technical specifications and actual standard finish/fabric samples for the projects quoted.

C. For all bid responses, if any manufactured good or commodities proposed with Response/bid are manufactured or produced outside the United States, this must be noted on the Bidder Response Form

Bidder may be required to submit samples/mock-ups of the furniture quoted for evaluation, but should not do so unless specifically requested by the Agency. If requested, bidder must deliver and set-up all required samples in the area designated by the Agency. All related costs for furnishing the required samples shall be the sole responsibility of the bidder. The Agency reserves the right to examine such samples in any way it may see fit to determine whether they meet the specifications.

The Contractor shall provide and maintain (update), without cost to the Agency, current catalogs, brochures and finish samples for purchasing in the quantity and format requested by the Agency.

It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated herein, or identify any deviations. Failure to properly identify deviations may render the bidder’s proposal non-responsible and not capable of consideration of award. The Agency reserves the right to reject all submitted bids and choose government pricing available from a vendor. The Agency reserves the right to obtain “like or similar” products of the chosen manufacturer when use of such products is deemed to be in the best interest of the Agency.
Scope of Work

Workstation Specifications

SINGLE WORKSTATIONS – will need 64 single workstations measuring 8’ square, with walls shared as indicated in the attached drawings

For all sides except the side with the door
One of these
Bottom panel, cloth: 54h x 48w
Middle panel, cloth: 18h x 48w
Top panel, clear glass: 18h x 48w
and
One of these
Bottom panel, cloth: 54h x 48w
Middle panel, cloth: 18h x 48w
Top panel, clear glass: 12h x 48w

For the door side:
One frosted glass door, 78h x 36w
and
On one side of the door:
Bottom panel, cloth: 54h x 36w
Middle panel, cloth: 18h x 36w
Top panel, clear glass: 18h x 36w
and
On the other side of the door:
Bottom panel, cloth: 54h x 24w
Middle panel, cloth: 18h x 24w
Top panel, clear glass: 18h x 24w

Inside every workstation:
- Curved corner desk for computer and monitor with electric lift option
- 3-circuit receptacle
- Work surfaces on both sides of corner desk, non-lifting
- Two-drawer file cabinet to fit under work surface, key locked
- Coat closet (approx. 9”) with attached exterior shelving and file drawers, key locked – it is imperative the open shelving face toward the curved corner desk
- All keyed items in an individual workstation should use the same key

Alternative bid items:
- Monitor arms
- Organizer trays that connect to walls
- Shelves that connect to walls or mount in between panels
- Keyboard trays – undermount
- Two-drawer file cabinet with wheels and soft seating surface, to fit under work surface, key locked (this would be instead of, not in addition to, the two-drawer file cabinet listed above in the “Inside every workstation” section)
Single Workstation - NOT TO SCALE

- curved table with hydraulic lift
- straight table top
- computer monitor will go here (fyi only)
- straight table top
- two-drawer file cabinet on wheels to fit under tabletop; cloth seating surface as alternate bid
- door
- coat closet with open shelving facing toward inside of workstation

Example of coat closet with shelves and its desired orientation.

We would like differing heights of upper glass panels as indicated in scope of work.
DOUBLE WORKSTATIONS – will need 4 of these 8’ x 16’, with one side attached to walls as indicated in attached drawings

For the two 8’ sides of each workstation
One of these
Bottom panel, cloth: 54h x 48w
Middle panel, cloth: 18h x 48w
Top panel, clear glass: 18h x 48w
and
One of these
Bottom panel, cloth: 54h x 48w
Middle panel, cloth: 18h x 48w
Top panel, clear glass: 12h x 48w

For the 16’ side:
One frosted glass door, 78h x 36w

and
Two of these
Bottom panel, cloth: 54h x 48w
Middle panel, cloth: 18h x 48w
Top panel, clear glass: 18h x 48w
and
One of these
Bottom panel, cloth: 54h x 24w
Middle panel, cloth: 18h x 24w
Top panel, clear glass: 18h x 24w
and
One of these
Bottom panel, cloth: 54h x 36w
Middle panel, cloth: 18h x 36w
Top panel, clear glass: 18h x 36w

Inside on side of each double workstation:
One half to remain completely open with no work surfaces nor shelving
The other side to be outfitted identically to the single workstations:
X = SINGLE WORKSTATIONS
29 NEEDED ON MAIN FLOOR
O = FUTURE PROJECTIONS, WORK STATIONS NOT NEEDED PRESENTLY
X = SINGLE WORK STATIONS, 35 NEEDED ON UPPER FLOOR
O = FUTURE PROJECTIONS, WORK STATIONS NOT NEEDED PRESENTLY
= DOUBLE SIZED WORK STATIONS WITHOUT CENTER WALL, 4 NEEDED
III. CONTRACTUAL AND PERFORMANCE REQUIREMENTS OF THE CONTRACTOR

A. Independent Contractor – The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that Contractor has the skills that qualify Contractor to perform the Work in accordance with the Contract. Contractor shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

B. LABOR AND MATERIAL PAYMENT BOND – Contractor shall provide Owner with a Payment Bond in a form acceptable to Owner. Contractor shall provide the Payment Bond at time of contract execution and prior to commencement of any work.

C. PERMITS, FEES AND NOTICES – Contractor shall secure and pay the cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract, and the total amount of such costs will be included in the total cost of the work. Note: All permits for work shall be obtained from the Boone County Resource Management Office and NOT the City of Columbia, unless otherwise directed by the Boone County Resource Management Office.

D. COMPLIANCE WITH LAW, REGULATIONS, RULES AND ORDINANCES – Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations of the public authority with jurisdiction over the performance of the Work. If Contractor observes that any of the Contract Documents are at variance therewith, he/she shall promptly notify Owner in writing and any necessary changes shall be adjusted by appropriate Modification. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without notice to Owner, Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

E. INSURANCE REQUIREMENTS

1. The Contractor shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by Boone County Family Resources, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to Boone County Family Resources which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the Agency.

2. Employee’s Liability and Worker’s Compensation Insurance - The Contractor shall take out and maintain during the life of this contract:

   i. **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employer’s liability limits shall be $500,000 each employee; $500,000 each accident; and $500,000 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.

   ii. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance
shall be not less than $2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

iii. Commercial Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than $2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

iv. Proof of Carriage of Insurance - The Contractor shall furnish Boone County Family Resources with Certificate(s) of Insurance before commencing any of the Work which names Boone County Family Resources as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as Boone County Family Resources has made final acceptance of the service contracted.

v. Owners Contingent or Protective Liability and Property Damage – The Contractor shall provide the Agency with proof of Owner’s Protective Liability and Property Damage Insurance, which shall protect the Agency against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of the contract during the life of the contract. The minimum amounts of such insurance will be $1,000,000 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

3. Indemnity Agreement - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Boone County Family Resources, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, or any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend Boone County Family Resources from its own negligence.

F. SALES TAX EXEMPTION – Boone County Family Resources will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County Family Resources and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County Family Resources and contain the project identification assigned by Boone County Family Resources for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that Boone County Family Resources pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or the certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of Section 144.062 RSMo not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to
indemnify and hold Boone County Family Resources harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

G. SUBCONTRACTORS, SUPPLIERS and OTHERS – Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner as indicated below), whether initially or as a substitute, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection. If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner’s acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner to reject defective Work.

H. INDEPENDENT CONTRACTOR – Nothing in the Contract Documents shall create any contractual relation between the Owner and any Subcontractor or Sub-subcontractor.

I. SATISFACTION OF AGENCY – The work shall be done to complete satisfaction of the Agency, and in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency. Approval prior to the time of final acceptance shall not preclude rejection of delivered items which do not satisfy these specifications.

J. DELIVERY – all orders shall be shipped FOB destination with all transportation and delivery charges fully prepaid and allowed. The seller pays and bears freight charges.
1. Packing list to be enclosed for each shipment.
2. The Agency will refuse shipments received with visible damage. The Agency will report shipments received with concealed damage to the carrier within fifteen (15) business days. The inspection report and delivery receipt will then be forwarded to the contractor. Replacement and repair of all damaged items shall be handled on an immediate turnaround basis by the Contractor.
3. Title to and risk of loss or damage as to all items of furniture shall remain in and be the responsibility of the Contractor prior to delivery/installation and acceptance by the Agency.

A. SITE PREPARATION AND MAINTENANCE – All site preparations and daily clean up, including any related costs such as rental of dumpsters or parking, shall be the responsibility of Contractor. Contractor shall at all times keep the premises free from debris caused by his operations. Contractor shall participate in meetings with Owner as requested to coordinate the work and administer the project. Contractor shall employ storm water management practices appropriate to the project as required by Owner (if applicable).

B. INSTALLATION – Installation shall be coordination in advance with the Agency. Contractor shall be responsible for providing all labor and materials necessary to complete the installation, which shall include delivery of items to installation site, unpacking, inspection for damage, assembly as shown on installation drawings, setting workstations in place and removal of packing material from the premises.
1. All workstations shall be in a clean and operating condition, with no scratches, dents or damage, before acceptancy by the Agency.
2. The Agency will not be responsible for receiving or storing furniture destined for installation unless prior arrangements are made and agreed to in writing.
3. Subcontracting the installation is permissible; Contractor shall be responsible to the Agency for all acts, defaults, and omission of his/her subcontractors.

4. Installers must be factory trained and approved for installation of quoted manufacturer’s products. Bidder may be required to submit installer(s) qualifications.

C. BILLING AND PAYMENTS – The successful Contractor will be allowed monthly progress payments in accordance with the following schedule:

1. No later than 30 days after receipt of invoice from the Contractor, Owner will make partial payment on the basis of percentage of completion of the work as of the end of the period covered by the invoice and estimate of the cost of materials delivered to the site.

2. Contractor shall pay for all materials, tools, and other expendable equipment to the extent of 95 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

3. Upon receipt of notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final application for Payment, the Owner will promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will make final payment to the Contractor in accordance with the Boone County Family Resources’ Contractor Agreement. If the Owner determines the work is not substantially completed and acceptable, Owner shall give written notice of explanation to Contractor as to why the work is not considered to be substantially completed and accepted within fourteen (14) days of such determination.

4. The final payment shall not become due until the Contractor submits to the Owner (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of the surety, if any, to final payment, (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner and (4) Prevailing Wage Affidavit if applicable to the Project. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner indemnifying the Owner against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. The acceptance of final payment shall constitute a satisfaction of all claims by the Contractor, except those previously made in writing and still unsettled.

M. ADDITIONAL WORK AND CHANGES – If any additional work is to be done or any change in the Contractor’s quote is deemed necessary, Agency may issue to Contractor a written change order directing that such additional work be done or that such change be made, and the Contract shall be modified accordingly. All Contract modifications must be in writing and signed by an authorized representative of each Party.

N. SAFETY OF PERSONS AND PROPERTY – Contractor shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent injury, damage or loss to all employees on the work site and all others who may be affected thereby; all the Work, materials and equipment to be incorporated therein, whether in storage on or on site, under the care, custody and control and Contractor or any Subcontractors; and other property at the site or adjacent thereto. Contractor shall erect and maintain all reasonable safeguards for safety and protection. All damage or loss to any property caused in whole or in part by the Contractor or any Subcontractors shall be remedied by Contractor.

O. OVERHEAD LINE PROTECTION – The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075
to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is its duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Boone County Family Resources, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against Boone County Family Resources on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

P. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY PROGRAM – Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all on-site employees, subcontractors, or others acting on behalf of Contractor on-site that meets the requirements of Section 292.675 RSMo.

1. Contractor shall require all of its Subcontractors to comply with the requirements of Section 292.675 RSMo. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.

2. Contractor shall forfeit to Owner as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is found to be employed in violation of 292.675 RSMo. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty shall be assessed, the Owner shall withhold and retain all sums and amounts due and owing as a result of any violation of the statute when making payments to Contractor under this Contract.

Q. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor agrees to comply with Section 285.530 RSMo, which requires that Contractor not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

A. As a condition for the award of this Contract, Contractor shall by sworn affidavit affirm its enrollment and participation in a federal work authorization program with respect to employee working in connection with the contracted services. The Contractor shall also sign an Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

B. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor’s employees are lawfully present in the United States.

V. WARRANTY & GUARANTEE – Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:
1. Correction or removal of defective work: If required by Owner, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Owner, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

2. One Year Correction Period: If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

W. DOMESTIC PRODUCTS – By submission of this Bid, Bidder certifies that it is in compliance with Section 23.242 and if applicable, Section 34.359 (Missouri Domestic Products Procurement Act) of the Revised Statutes of Missouri.
## BID RESPONSE FORM

The prices stated herein are firm and exclude Missouri Sales and Use Tax.

### WORKSTATIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total cost of 64 single and 4 double workstations including:</td>
<td>$ ________________</td>
</tr>
<tr>
<td>• Delivery and set up</td>
<td></td>
</tr>
<tr>
<td>• Curved corner desk for computer and monitor with electric lift option</td>
<td></td>
</tr>
<tr>
<td>• 3-circuit receptacle</td>
<td></td>
</tr>
<tr>
<td>• Work surfaces on both sides of corner desk, non-lifting</td>
<td></td>
</tr>
<tr>
<td>• Two-drawer file cabinet to fit under work surface, key locked</td>
<td></td>
</tr>
<tr>
<td>• Coat closet (approximately 9”) with attached exterior shelving and file drawers, key locked</td>
<td></td>
</tr>
</tbody>
</table>

### ALTERNATIVE BID ITEMS – please note cost for single of each item and note if discount available for purchase of multiples

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional single workstations including all specifications noted above</td>
<td>$______________ per workstation</td>
</tr>
<tr>
<td>Will be able to honor this price for ______________ (specify time period)</td>
<td></td>
</tr>
<tr>
<td>Computer monitor arm</td>
<td>$______________ per item</td>
</tr>
<tr>
<td></td>
<td>$______________ per item with purchase of _____ or more</td>
</tr>
<tr>
<td>Organizer trays that connect to workstation walls</td>
<td>$______________ per item</td>
</tr>
<tr>
<td></td>
<td>$______________ per item with purchase of _____ or more</td>
</tr>
<tr>
<td>Shelves that connect to workstation walls or mount in between panels</td>
<td>$______________ per item</td>
</tr>
<tr>
<td></td>
<td>$______________ per item with purchase of _____ or more</td>
</tr>
<tr>
<td>Under mount keyboard tray to connect under curved workstation table</td>
<td>$______________ per item</td>
</tr>
<tr>
<td></td>
<td>$______________ per item with purchase of _____ or more</td>
</tr>
<tr>
<td>Two-drawer file cabinet with wheels and soft seating atop, to fit under tabletop</td>
<td>$______________ per item</td>
</tr>
<tr>
<td></td>
<td>$______________ per item with purchase of _____ or more</td>
</tr>
</tbody>
</table>
Bidder agrees to hold open the Bid for forty-five (45) days from the date shown above.
Bidder agrees to accept and accomplish the Work in accordance with the Bid Documents, including the Specifications and any Addenda issued, receipt of which is hereby acknowledged.

Addendum #_________  Date ________________
Addendum #_________  Date ________________

**BID SUBMITTED BY:**

Firm Name: ____________________________________________

By: ____________________________________________
     (Signature)

                                  (Print or Type Name)

Title: ____________________________________________

Address: ____________________________________________

City, State, Zip: ____________________________________________

Phone: ____________________________________________

Fax: ____________________________________________

Date: ____________________________________________
STATEMENT OF BIDDER’S QUALIFICATIONS

Each bidder shall submit with the bid the data requested in the following schedule of information. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor’s proposal.

1. Name of Bidder: ____________________________________________

2. Business Address: __________________________________________

3. When Organized: ____________________________________________

4. When Incorporated: __________________________________________

5. If not incorporated, state type of business and provide your federal tax identification number: ______________________________________

6. Number of years engaged in contracting business under present firm name: ________________________________________________

7. If you have done business under a different name, please give name and location: ____________________________________________

8. Percent of work done by own staff: ________________________________

9. Have you ever failed to complete any work awarded to your company? If so, where and why?: ________________________________

10. Have you ever defaulted on a contract? ___________________________

11. List of contracts completed within the last four years, including value of each: ________________________________

12. List of projects currently in progress: ____________________________

* Attach additional sheets as necessary *

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner to verify the recitals comprising this Statement of Bidder’s Qualifications.

Name of Bidder ____________________________________________ Date __________________

By ____________________________________________ Title __________________

20
SUBCONTRACTOR APPROVAL FORM

This form must accompany and be part of the sealed bid proposal.

Name of Bidder

The above named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc, in the following manner:

<table>
<thead>
<tr>
<th>Names and Addresses of Subcontractor the Contractor Anticipates Utilizing on this Project:</th>
<th>Nature of Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
</tbody>
</table>

Subcontractor Utilization as a % of Total Bid Amount

Printed Name – Authorized Officer of Bidder

Signature – Officer of Bidder

Date
ANTI-COLLUSION STATEMENT

STATE OF MISSOURI
COUNTY OF BOONE

_________________________________________________, being first duly sworn, deposes and states:

That in connection with this procurement:

1. The bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

2. Bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

The undersigned further states that:

1. He/she is the person in the bidder’s organization responsible within that organization for the decision as to the prices being bid herein and that he/she has not participated and will not participate in any action contrary to the statements set forth above; OR

2. He/she is not the person in the bidder’s organization responsible for the decision as to the prices being bid herein but that he/she has been authorized in writing to act as agent for the person responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to the above statements.

It is expressly understood that the foregoing statements and representations are made as a condition to the right of the bidder to receive payment under any award made hereunder.

Name of Firm

________________________________________________________

Signature of Bidder

________________________________________________________

Title of Bidder

________________________________________________________

Subscribed and sworn to before me this _______ day of ______________, 20______.

Notary Public:  ________________________________________________________________________

22
SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

( ) sole individual  ( ) partnership  ( ) joint venture
( ) corporation, incorporated under laws of the state of

Dated ____________________, 20___

Name of individual, all partners, or joint venturers: 

__________________________________________

__________________________________________

__________________________________________

__________________________________________

doing business under the name of:

________________________________________________________________________

Address of each:

__________________________________________

__________________________________________

__________________________________________

__________________________________________

Address of principal place of business in Missouri:

________________________________________________________________________

(If using a fictitious name, show this name above in addition to legal names.)

________________________________________________________________________

(If a corporation - show its name above)

__________________________________________

ATTEST:

__________________________________________  _________________________________

(Secretary)  (Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RSMo. shall be included. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RSMo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Owner.
BIDDER’S ACKNOWLEDGMENT

(Completely fill out all parts applicable, and strike out all parts not applicable.)

State of

County of

On this ______________ day of __________________________, 20 ______

before me appeared ________________________________ to me personally known, who,
being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its
terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those
of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are
true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and
deed of, all said partners or joint ventures.

(if a corporation) that he is the ________________________________ President or other agent

of ________________________________ ; that the above Proposal was signed and sealed
on behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and
deed of said corporation.

Witness my hand and seal at __________________________, __________________________ the day and year first above written.

_____________________________ Notary Public

My Commission expires __________________________, 20 ______. 
AFFIDAVIT OF COMPLIANCE WITH CONSTRUCTION SAFETY TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo

County of __________ )
 )ss
State of __________ )

I, __________________________________________________, the legally authorized agent of __________________________________________________(Contractor/Subcontractor), hereby make the following statements under oath:

-- I am aware of Missouri law, Section 292.675, relating to construction training of all on-site employees of contractors and subcontractors on public works projects. I understand that Boone County Family Resources is considered a public body.

-- All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required safety training for all those who performed services on this public works contract for Boone County Family Resources.

-- Any and all subcontractors working on this project shall provide a similar affidavit to the contractor or subcontractor.

NAME OF PROJECT _________________________________________________________________

_________________________ ____________________________
Affiant Signature Date

_________________________________________________________
Printed Name

Subscribed and sworn to before me this ___ day of ____________, 20__.

_________________________________________________________ My commission expires ____________
Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

August 2009
INSTRUCTIONS FOR COMPLIANCE WITH VERIFICATION OF EMPLOYMENT ELIGIBILITY

Missouri law requires that Boone County Family Resources (BCFR) verify that a contractor of the agency has a program to verify the lawful presence of its employees when the contract exceeds $5,000, and to verify the lawful presence in the U.S. of individuals when contracting for work/services. BCFR is required to obtain a sworn affidavit and documentation affirming the contractor’s enrollment and participation in a federal work authorization program. To obtain additional information on the Department of Homeland Security’s E-Verify program, go to:

http://www.uscis.gov/e-verify

If you are a business entity as defined in Section 285.525 RSMo, please complete and return form Affidavit of Participation in Work Authorization Program and Verification of Employment Eligibility Pursuant to 285.530 RSMo if your contract amount is in excess of $5,000.

If you are a self-employed individual with no employees, please complete Certification of Individual Bidder/Contractor and Affidavit. A parent or guardian applying for a public benefit on behalf of a child who is a citizen or permanent resident need not comply.
AFFIDAVIT OF PARTICIPATION IN WORK AUTHORIZATION PROGRAM AND VERIFICATION OF EMPLOYMENT ELIGIBILITY PURSUANT TO 285.530.2 RSMo
(FOR CONTRACTS IN EXCESS OF $5,000.00)

County of __________________________ )
                                      )ss
State of __________________________ )

Now on this _____ day of ______________, 20____ the undersigned, being first duly sworn, hereby makes the following statements under oath:

- I am more than 18 years of age.
- I make this Affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate of LLC office or Human Relations Director of ________________________________ (name of corporation, LLC, sole proprietorship or partnership).
- I state and affirm that ________________________________ (name of business entity, same as above) is enrolled and participates in E-Verify, a federal work authorization program or another equivalent electronic verification or work authorization program operated by the U.S. Department of Homeland Security for all employees working in conjunction with the contracted services provided to Boone County Family Resources. Documentation of participation in a federal work authorization program is attached hereto.
- Further, ________________________________ (name of business entity, same as above) does not knowingly employ any person that is an unauthorized alien in conjunction with the contracted services being provided.
- Any and all subcontractors working on this contract shall be required to provide a similar affidavit to the contractor or subcontractor at the time the subcontractor is hired. The term “subcontractor” does not include a business entity that merely supplies goods or materials to a contractor or subcontractor hired by the contractor to perform services to perform a contract with Boone County Family Resources.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

________________________________________   ________________________________
Authorized Agent, Partner, Owner, Officer or Human Relations Director   Date

________________________________________
Printed Name

Subscribed and sworn to before me this _________ day of ______________________, 20______.

________________________________________   My commission expires: _________
Notary Public

Attach to this form the E-verify Memorandum of Understanding (or the first and last page) that you completed when enrolling that verifies proof of enrollment.
CERTIFICATION OF INDIVIDUAL BIDDER/CONTRACTOR

Pursuant to Section 208.009 RSMo, any person applying for or receiving any contract for services who is over 18 must verify their lawful presence in the United States. Please indicate compliance below.

_____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents.)

_____ 2. I do not have the above documents, but provide an affidavit (below) that may allow for temporary 90 day qualification. (If this option is chosen, you must complete the Affidavit below.)

_____ 3. I have provided a completed application for a birth certificate pending in the State of _______________. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen. (If this option is chosen, you must complete the Affidavit below.)

________________________________________  __________________________________________  __________________________________________
Applicant                              Date                                Printed Name

AFFIDAVIT
(Please complete for Options #2 and #3 above)

State of Missouri
County of ______________

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence. I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement, fraudulent representation, or willful concealment shall be guilty of the crime of stealing pursuant to section 570.030 RSMo.

________________________________________  ________________
Signature                              Print Name

Social Security Number or Other Federal ID Number  ________________

On the date above written, ______________________ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

________________________________________  My Commission expires: ________________.
Notary Public

Revised January 2019
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

as Principal, hereinafter called Contractor, and

a Corporation, organized under the laws of the State of

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are

held and firmly bound unto the Boone County Family Resources, as Obligee, hereinafter called Owner, in

the amount of

($ ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated

entered into

a Contract with Owner for:

Modular Workstations

in accordance with drawing and specifications prepared by Boone County Family Resources, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant’s work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contract with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic’s Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these presents to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

__________________________________________

, on this __________ day of __________, 20 __________.

CONTRACTOR: ________________________________ (Seal)

BY: ________________________________

SURETY COMPANY ________________________________

BY: ________________________________ (Attorney-in-Fact)

BY: ________________________________ (Missouri Representative)

(Accompany this bond with Attorney-In-Fact’s authority from the Surety Company certified to include the date of this bond).

SURETY CONTACT INFORMATION
(address and phone number):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of ________________

State of ________________, personally came and appeared (name and title)

__________________________________________________ of the (name of company)

_______________________________________________ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO.____________ issued by the Division of Labor Standards on the __________ day of __________ 20__, in carrying out the Contract and work in connection with

(name of project)______________________________ located at

(name of institution) _______________________ in __________________________ County,

Missouri and completed on the ________________day of ______________ , 20______.

_____________________________________________

Signature

Subscribed and sworn to me this ________________ day of ______________, 20______.

My commission expires ________________________________, 20______.

_____________________________________________

Notary Public