

REQUEST FOR BIDS

PROJECT NAME: 108 Granada & 3706 Santiago **Flooring and Trim Replacement**

Optional Pre-Bid Conference

Date: Thursday, January 25, 2024

Time: 9:30 AM

Location: Starting at 108 Granada Blvd, Columbia, MO 65203

Written Questions or Clarifications Regarding Bid Submission

Date: Monday, February 12, 2024

Time: 5:00 PM

Bid Submission Deadline

Date: Wednesday, February 21, 2024

Time: 2:30 PM

**All Submissions Must Be Received by BCFR at
2700 West Ash, Columbia Missouri 65203 or
Submitted Electronically to bids@bcfr.org prior to 2:30 PM on 2/21/2024**

Bid Opening

Date: Wednesday, February 21, 2024

Time: 2:30 PM

Location: **Boone County Family Resources, 2700 West Ash, Columbia MO 65203**

Agency's Representative

Kayla Grindstaff

bids@bcfr.org

2700 West Ash

Columbia, Missouri 65203

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INSTRUCTIONS AND TERMS AND CONDITIONS OF BIDDING

PROJECT TITLE: FLOORING AND TRIM PROJECT

SECTION 1: INSTRUCTIONS AND TERMS & CONDITIONS OF BIDDING

1. **Invitation:** The Agency invites responses that offer to provide goods and/or services identified on the title page and described in greater detail in Section II.
2. **Definitions:**
 - a. Bidder – Any business entity submitting a response to this Bid.
 - b. Contractor – The Bidder whose response to this bid is found by BCFR to meet the best interests of the Agency. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the bid.
 - c. Supplier – All businesses that may provide the subject goods and/or services.
 - d. Bid – This entire document, including attachments.
 - e. Response – The written, sealed document submitted according to the Bid instructions.
3. **Optional Pre-Bid Conference:** A optional pre-bid conference has been scheduled for **Thursday, January 25, 2024, at 9:30 AM at Boone County Family Resources, starting at 108 Granada Blvd, Columbia, Missouri.** The purpose is to visit the location where the installation and services will be provided and answer any questions. Pre-Bid Conference is Optional, however *Bidders are strongly encouraged to attend if measurements are necessary to provide accurate Bid Responses.* The Agency may be able to accommodate requests for on-site measuring at later dates but cannot guarantee Bidders will have the opportunity to schedule an on-site meeting at a later date.
4. **Bid Clarification:** Questions regarding this Bid should be directed in writing, by e-mail or fax, by **Wednesday, February, 21, 2024 at 2:30 PM** to the Agency Accountant, Kayla Grindstaff at bids@bcfr.org. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between Agency and Bidder are not.
5. **Bidder Responsibility:** The Bidder is expected to be thoroughly familiar with all specification and requirements of this Bid, including the location and physical nature of the property described and surface conditions of the property referenced in this Bid that may affect cost, progress, performance or furnishing of the work, the terrain to be encountered, the equipment required or necessary to perform such services, and all responses shall consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the Work. Bidder's failure or omission to examine any relevant form or property site will not relieve the Bidder from an obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions, and specifications of this Bid.
6. **Bid Amendment:** If it becomes evident that this Bid must be amended, the Agency Accountant will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
7. **Award:** Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the Agency from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed by the Agency to be in its best interest. The Agency will seek the least costly outcome that best meets the Agency's needs. The Agency will award this bid to one Contractor for all services and installation of materials described herein, but does require the Contractor to provide a detailed break-down of proposed costs for each aspect of the project. The Agency has the right to accept or reject any bid and to waive technicalities.
8. **Contract Execution:** This Bid and the Contractor's Response will be made part of the result Contract and will be incorporated in the Contract as set forth, verbatim.

9. **Bid Forms:** Bidders must use the bid forms provided by Agency to submit bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
10. **Precedence:** In the event of contradictions or conflicts between the provisions of the documents comprising the resulting contract with the successful Bidder, such conflicts will be resolved by giving precedence, in the following order to the provisions of the Contract, as amended; the provisions of the Bid; the provisions of the Bidder's Response.

SECTION II: PRIMARY SPECIFICATIONS

1. **Services:** Agency proposes to contract with an entity, hereinafter referred to as "Contractor" for services described herein.
2. **Award:** The Agency will make the award for services for all locations to one bidder.
3. **Contract Documents:** The successful Bidder(s) shall enter into a written contract with the Agency within sixty (60) days of award on contract forms provided by the Agency.
4. **Scope of Work:** This project is for carpet to be replaced by installation of Vinyl Plank, except on the stairs which will be replaced with carpet, and wood trim to be replaced with installation of cove base to match any existing cove base at two 8 plex residential apartment buildings owned by the Agency at 108 Granada and 3706 Santiago, Columbia, MO. The project is further described in the General Specifications below.

It shall be the responsibility of the Contractor to verify all measurements and physical nature of current surface conditions prior to bid submission, contract agreement and installation. Bidders will have the opportunity to view and measure the existing layout at the optional on-site pre-bid conference. Additionally, each bidder, upon request in advance, may be provided access to each site to conduct any necessary observations and/or testing of the surfaces as Bidder may deem necessary for the submission of the Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. In performing Work described in this Bid, Contractor will remove and properly dispose of all materials and dispose such materials off-site in compliance with all applicable laws. Contractor is responsible for keeping the premises free of debris at Contractor's cost. BCFR will provide a space adjacent to the building for a dumpster if Contractor chooses to obtain a dumpster. Any and all such anticipated disposal costs shall be included in the costs submitted by Bidder. Upon Acceptance of Bid and Notice to Proceed, the Contractor will be responsible for the scope of work at the referenced property. The commencement of the Scope of Work discussed herein shall occur at a mutually agreeable time communicated and agreed upon by Agency and Contractor. Work shall be performed in a manner that is consistent with the operation of existing facilities with minimal intrusion to tenants residing in such apartments, including the provision of notice of dates of anticipated work to be performed at each apartment and estimated duration for completion of Work at each apartment, with the completion of all Work to occur no later than June 15, 2024.

5. **General Specifications and Requirements:**
 - A. **Replace existing carpet flooring with vinyl plank flooring and wood trim with cove base trim in bedrooms, closets, storage rooms, bedrooms, foyers, hallways, ~~stairs~~, offices and apartments of the buildings located at 3706 Santiago Blvd and 108 Granada Blvd.**
 - B. **Replace existing carpet on stairs at 108 Granada Blvd with carpet and installing bull-nose anti-slip tread on each stair**

The Contractor shall, in contracting with Agency, guarantee that the ultimate installation of flooring achieves a level of evenness and smoothness sufficient to uphold the terms of any and all product warranties available to Agency. Bidders shall cautiously examine the current flooring to determine whether adverse subflooring or subsurface conditions are suspected. If repair work is needed to the floor to adequately prepare for the new installation of flooring in a manner consistent with industry standards, this additional cost will be addressed through a change order once the extent of the work needed is known. To assist the Agency in the analysis of Bid Responses, Bidders shall include the cost per square foot for flooring preparations, including but not limited to repairs of cracks, leveling, and other relevant subfloor preparations with the bid submittal in the relevant area on the bid form.

*Approximate Sq Ft of vinyl plank for 3706 Santiago	2,701
*Approximate Sq Ft of vinyl plank for 108 Granada	4,087

* Approximate square footage shall not be relied upon to the detriment of Agency. Bidders shall have the opportunity to independently measure relevant square footage at each location during the Optional Pre-Bid Conference and additional times may be available to potential Bidders, although Agency cannot guarantee availability of both or either sites at additional times. It is the responsibility of the Bidder to provide a Bid Response that contains independent measurements or a Bid Response that conveys to the Agency the cost per square foot that shall remain unchanged if final square footage contains minimal increases or decreases in measurement.

- a. All aspects of Bidder's plan and installation of such materials must meet City and County codes. Bidder will construct and install all materials in accordance with industry standards and shall perform all Work in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel in the highest standards of performance applicable to service providers in the industry for similar tasks and projects. Materials and products shall come with manufacturer's standard warranty.
- b. Provide estimated total cost of final project as well as detailed breakdown of costs associated with materials, labor, and other relevant considerations to this Project.
- c. Contractor will be required to complete their work between the hours of 8:00 am – 4:00 pm and if unable to compete a designated area by 4:00 pm, Contractor shall return the space to a habitable state before they leave at the end of each day to limit disruption to tenants.

SECTION III: GENERAL CONTRACT CONDITIONS AND REQUIREMENTS

1. **Independent Contractor:** The Contractor, acting as an independent contractor, shall do everything everything required by the Contract Documents. Contractor affirms that it is an independent contractor and that in the performance of the services herein, the Contractor and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees, or agents of Agency. 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.
2. **Prevailing Wage.** The Annual Wage Order as established by the Missouri Department of Labor in effect at the time of the Bid Response shall be used for projects that meet the definition of a public works construction project pursuant to § 290.210 RSMo, and with a total cost of greater than \$75,000.
3. **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.**
4. **Compliance with law, regulations, rules and ordinances:** Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of the State and the public and/or local authority with jurisdiction over the performance of the Work. If Contractor observes that any of the Contract Documents are at variance therewith, they shall promptly notify Agency 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 Agency, Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.
5. **Insurance Requirements:** 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.

- a. **Compensation Insurance:** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of its 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 per RSMo 287.010 et seq. Employers' Liability limits shall be One Million Dollars and No Cents (\$1,000,000.00) each employee, One Million Dollars and No Cents (\$1,000,000.00) each accident, and One Million Dollars and No Cents (\$1,000,000.00) 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.
 - b. **Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect Contractor, Contractor's employees or agents, 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. Coverage shall include Premises, Operations, Products, and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage. The Contractor shall furnish the Agency with Certificate(s) of Insurance. Such coverage shall apply to bodily injury and property damage, including accidental death, on an "Occurrence Form Basis" with limits of at least Two Million Dollars and No Cents (\$2,000,000.00) for all claims arising out of a single accident or occurrence and at least Three Hundred Thousand Dollars and No Cents (\$300,000.00) with respect to injuries and/or death of any one person in a single accident or occurrence and shall remain in effect until such time as the Agency has made final acceptance of the project.
 - c. **Commercial Automobile Liability:** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than Two Million Dollars and No Cents (\$2,000,000.00) for all claims arising out of a single accident or occurrence and at least Three Hundred Thousand Dollars and No Cents (\$300,000.00) with respect to injuries and/or death of any one person in a single accident or occurrence. The automobile liability insurance shall cover both bodily injuries, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's owned automobiles or vehicles, non-owned automobiles or vehicles, teams and trucks; hired automobiles or vehicles, and both on and off the site of work.
 - d. **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.
6. **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, 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 providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend Boone County Family Resources from its own negligence.
7. **Sovereign Immunity:** Nothing in this Request for Bid or resulting contract with Contractor shall be construed as a waiver of any governmental immunity of the Agency, its officials, the Board of Directors,

nor any of its employees in the course of their official duties. Any subsequent agreement with Contractor and any use of Services therewith does not constitute, nor reflect an intent by Agency to waive or forego any of Agency's rights or defenses with respect to sovereign immunity, governmental immunity, official immunity, or any other protections afforded or available to Agency, its officials, the Board of Directors, or any of its employees by virtue of status as a political subdivision within the State of Missouri, whether based upon statute(s), common law or otherwise.

8. **Protection and Maintenance of Public and Private Property:** Contractor shall protect, shore, brace, support and maintain all underground pipes, walls, conduits, drains and other underground construction uncovered or otherwise affected by the construction work as described in this Bid. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences and other surface structures affected by construction operations in connection with the performance of the Contract, together with all sod and shrubs on private property and parking areas crossed by, or adjacent to, the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside of the Agency property.
9. **Sales Tax Exemption: Bidders shall not include sales or use taxes in their bid for materials Incorporated or used in the work or for rentals subject to sales tax as the Agency is exempt from sales and use taxes.** 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 sub-contractors 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 ensure 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 the project completion date or a 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.
10. **Subcontractors, Suppliers, and Others -** Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Agency as indicated below), whether initially or as a substitute, against whom Agency 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. In case any or all of this Work is sublet to other business or contractors, the Contractor shall require the subcontractor to procure and maintain all insurance as required in Paragraph D. Insurance Requirements and in like amounts. Contractor shall require any and all subcontractor with whom it enters into a contract to perform work on this project to protect Boone County Family Resources against applicable hazards or risks to the greatest extent possible (Boone County Family Resources shall not be named as an additional insured), and any and all subcontractors shall hold Boone County Family Resources harmless and defend Boone County Family Resources from claims as discussed in Paragraph E. Contractor shall, upon request by Boone County Family Resources, provide evidence of such insurance as described and required above.
11. **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. Contractor shall be responsible for any damage to Owner's property, such as buildings, ground lighting, watering systems, ruts in the ground, and trees or plantings that is directly caused by the Contractor during the time any of the services are performed.
12. **Billing and Payment:** All prices shall be as indicated on the Bid Response Form. Pricing shall include all charges for transporting of equipment and supplies, labor and debris removal. Contractor bears all insurance costs. Payment shall be made at the contract unit price for each of the items included in the Contract and will be considered full compensation for all labor, material, and equipment. Payment in full shall be made no later than 30 days after receipt of invoice from the Contractor and after final tests and acceptance of work by Agency.
13. **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, including such change orders, must be in writing and signed by an authorized representative of each Party.

14. **Default.** In the case of default by Contractor, Agency will procure the articles or services from other sources and hold Contractor responsible for any excess cost occasioned thereby.
15. **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. Contractor shall take such steps to protect occupants and pedestrians including but not limited to providing signage, tape, or barriers as needed to direct pedestrians and visitors around construction areas. Pedestrian protection required by this section shall be maintained in place and maintained in good order for the entire length of the time pedestrians may be endangered. Upon completion of the construction activity, Contractor shall immediately remove signage, tape, barriers, scaffolding, debris and other obstruction leave property in as good a condition as it was before work began. Contractor shall ensure property is safe and secure at conclusion of work performed each day including the storage of construction equipment and materials in a manner as to not to endanger the public, workers, or the adjoining property for the duration of the construction project. All damage or loss to any property caused in whole or in part by the Contractor or any Subcontractors shall be remedied by Contractor.
16. **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. 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.** Contractor shall forfeit to Agency 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 Agency 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.
17. **Legal Requirements of §285.530 RSMo:** 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. 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. 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.
18. **Warranty & Guarantee:** Contractor warrants and guarantees to Agency 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 upon Agency awareness of such defects. All defective work, whether or not in place, may be rejected, corrected, or accepted as determined by Agency as follows:
 - Correction or removal of defective work: If required by Agency, 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 Agency, 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).
 - One Year Correction Period: If within one year after the date of Substantial Completion of the Work 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 Agency and in accordance with Agency's written instructions, either correct such defective Work, or if it has been rejected by Agency, 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, Agency 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.

19. **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.
20. **Conflict of Interest:** Contractor affirms that to the best of their knowledge that no actual or potential conflict exists between Contractor's family, business or financial interests and their services under this Contract and they will inform Agency should any potential conflict arise during the term of this Contract.

SECTION IV: RESPONSE PRESENTATION AND REVIEW

1. Bidder's Representations

- a. 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 they have 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.
 3. Bidder has visited and carefully examined the sites and is familiar with all local conditions, including the nature, amount and location of the work, the general and local conditions and regulations, labor relations, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment, the kind and character of soil and terrain to be encountered and all other matters which might in any way affect or have a bearing on the work or its cost; and that their information was procured by personal investigation and research and not from any estimates of Agency, and that Bidder will make no claims against the Agency by reason of estimates, or representation of any agent of the Agency. Bidder acknowledges that all work performed pursuant to this Bid shall be conducted in a manner consistent with the operation of existing facilities including the provision of notice of dates of anticipated work to be performed and estimated duration at each apartment.
 4. Bidder agrees to waive any claim it has or may have against Agency, its Board of Directors, and its respect employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any Bid.

2. Submittal of Responses: Responses must be received by the date and time noted on the title page.

- a. **Bid Opening:** On the date and time and at the location specified on the title page, all Responses will be opened in public. If you have special needs addressed by the Americans with Disabilities Act, please contact the Agency's Representative, at 573-874-1995, or through Missouri Relay System by dialing "711" and asking the communications assistant to dial Boone County Family Resources at 573-874-1995, at least five (5) working days prior to the bid opening.
- b. **Response Clarification:** The Agency reserves the right to request additional written or oral information from Bidders in order to obtain clarification of Responses.
- c. **Rejection or Correction of Responses:** The Agency reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response that are immaterial or inconsequential in nature, and are neither effected by law nor at substantial variance with Bid conditions, may be waived at Agency discretion. In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.
- d. **Preference for Missouri Businesses:** A preference will be given to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.

- e. **Open Records:** Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the Bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

3. Bidding Modifications or Withdrawal

- a. Bids shall be firm for acceptance within a minimum of **(60) sixty** 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 Bonds, if any.
- b. 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.

4. Consideration of Bids

- a. 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 clarification of a response.
- b. Agency may make any investigation of a bidder as it deems necessary to determine the ability of a bidder to perform the work. The Agency reserves the right to reject any bid if the evidence submitted by, or other investigation of, the bidder fails to satisfy Agency that the bidder is qualified to perform in the work.
- c. It's the intent of the 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.

5. Agency Considerations The Agency maintains the following rights and considerations:

- a. To reject any or all bids and, in particular, 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.
- b. 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.
- c. To award all or part of a bid as well as the right to let other contracts in connection with the work.
- d. To award a Contract, based on the bids received, without any further discussion of such bids.
- e. To award individual contracts for the Contract work on the basis of each separate Base Bid amount as itemized on the Bid Form(s) or award a single contract to one Bidder on the basis of the combined Bid for all the Contract work.
- f. To determine whether the goods and/or services offered are acceptable for Agency's use.
- g. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

6. Evaluation Process

- a. The Agency's purpose in the evaluation process is to determine from among the Responses received the one best suited to meet the Agency's needs at lowest possible cost. Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

BIDDER RESPONSE FORM

Unless otherwise specifically stated, Bidder shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, delivery, installation, and other facilities and services necessary for the proper execution and completion of the Work. **The prices stated herein are firm and exclude Missouri Sales and Use Tax.**

1. **Company Name of Bidder:** _____
2. **Address:** _____
3. **City/Zip:** _____
4. **Phone Number:** _____ **Fax Number:** _____
5. **E-mail Address of Authorized Representative:** _____
6. **Federal Tax ID:** _____
7. ☐ **Corporation**
☐ **Partnership – Name** _____
☐ **Individual/Proprietorship – Individual Name** _____
☐ **Other (Specify)** _____

Costs

	108 Granada: Amount for all labor, equipment, materials, supplies, fees and incidentals to perform the work described in the Scope of Work of this Bid Document	3706 Santiago: Amount for all labor, equipment, materials, supplies, fees and incidentals to perform the work described in the Scope of Work of this Bid Document
Vinyl Plank Flooring & Cove Based Trim	\$	\$
Labor	\$	\$
Total Cost of All Material & Labor per Site *	\$	\$

Total Cost of the Entire Project	\$
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Cost per Square Foot of Flooring Concrete Repair/Preparation (Labor and Materials)	\$ /Sq Ft
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***Bidder shall provide a detailed breakdown of costs associated with materials, labor, and other relevant considerations to this Project**

The undersigned offers to furnish and deliver the services/work as specified at the prices and terms stated in this Bid and the Bid Response and in strict accordance with the specifications, instructions, legal requirements, and general conditions of bidding which have been read and understood, and all of which are made part hereof. Bidder agrees to enter into and execute an Agreement, if notified of acceptance of this Bid, on the basis of this Bid and to furnish required Bonds, if any, and to complete the Work in a time-sensitive manner.

Signature _____ **Date:** _____

Printed Name and Title of Authorized Representative:

Name: _____ **Title:** _____

Email/Phone if Different Than Above: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Bidder's proposal.

1. Name of Bidder _____
2. Business Address _____

3. Date Organized _____
4. Date Incorporated/Where Incorporated _____
5. Federal Tax ID Number _____
6. If not incorporated, state type of business and provide your federal tax ID number or social security number
Type of Business _____

Federal Tax ID or SSN _____
7. Number of years engaged in contracting business under present firm name? _____
8. If you have done business under a different name, please give name and location

9. Percent of work done by own staff _____
10. Have you ever failed to complete any work awarded to your entity? _____
11. If so, where and why? _____
12. Have you ever defaulted on a contract? _____
13. List a minimum of three contracts completed within the last two years for the same type of work described herein, including value of each. Include contact name, telephone number, location of work performed (Exhibit A may be used for this purpose *

14. List projects currently in progress. *Include same information as #11 above. _____

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* Attach additional sheets as necessary *

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:

Address of each:

Doing business under the name of:

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.

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*.

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.

Applicant

Date _____

Printed Name

AFFIDAVIT

State of Missouri)
SS.

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.

Signature

Print Name

Social Security Number or Other Federal ID Number

Date

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.

Notary Public

My Commission expires:_____.

Subscribed and sworn to before me this _____ day of _____, 20____.

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

(Please complete and return with Contract when Awarded)

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this Certificate, the participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneously by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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 and Title of Bidder

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

Notary Public:
