BILL NO.: 24-0602

ORDINANCE NO.: 24-

INTRODUCED BY: COUNCIL MEMBER (s) Tublock

1	AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND
2	SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE
3	RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR
4	PROPOSALS FOR EDC SIDING, WINDOWS, GUTTER AND SOFFITS 2024;
5	AND AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY
6	NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE
7	AWARD OF THE BIDS AND PROPOSALS.
8	WHEREAS, Jefferson County, Missouri, (hereafter, the "County") in response to
9	certain Invitations for Bids and Requests for Proposals issued by the County, received bids
10	and proposals for the following items or services:
11	BID NAME
12	EDC Siding, Windows, Gutter and Soffits 2024
13	NUMBER OF BIDS RECEIVED
14	1
15	DATE OF BID OPENING
16	5-28-24
17	WHEREAS, after reviewing the bids and proposals set forth above, the
18	Department of Public Works, Division of Facility Services has determined that certain bids

1	and proposals represent the lowest and best old for the respective items of services and met
2	the bid or proposal specifications issued by the County; and
3	WHEREAS, the Jefferson County, Missouri, Council finds it is in the best interest
4	of the County to award the bids and proposals to Boyer Building & Design, Inc., for a term
5	from date of approval to 6-9-25 upon approval for up to \$55,000.00 per term, for total
6	amount not to exceed \$55,000.00 for the term, subject to budgetary limitations.
7	BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,
8	AS FOLLOWS:
9	Section 1. The County awards the following bids and proposals which are
10	incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)
11	bidding for each respective item or service as follows:
12	BID NAME
13	EDC Siding, Windows, Gutter and Soffits 2024
14	<u>TERM</u>
15	date of approval to 6-9-25
16	<u>AMOUNT</u>
17	Up to \$55,000.00 per term,
18	for total amount not to exceed \$55,000.00 for the term,
19	subject to budgetary limitations
20	AWARDED BIDDER
21	Boyer Building & Design, Inc.

- Section 2. The Jefferson County, Missouri, Council hereby authorizes the
 County Executive to execute the agreement attached hereto and incorporated herein by
 Reference as Exhibit "A" and any agreements or contracts necessary to effectuate the
 award of the bids and proposals set forth in this Ordinance. The County Executive is
 further authorized to take any and all actions necessary to carry out the intent of this
 Ordinance.
- Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses thereto, and any contracts or agreements shall be maintained by the Department of the County Clerk consistent with the rules and procedures for the maintenance and retention of records as promulgated by the Secretary of State.
- 11 Section 4. This Ordinance shall be in full force and effect from and after its
 12 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
 13 shall not affect the remainder of this Ordinance.

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

Council Member District 1, Brian Haskins	yes		
Council Member District 2, Gene F. Barbagallo	yes		
Council Member District 3, Lori Arons	yes		
Council Member District 4, Charles Groeteke	yes_		
Council Member District 5, Scott Seek	yes_		
Council Member District 6, Daniel Stallman	<u>yes</u>		
Council Member District 7, Bob Tullock	<u> </u>		
THE ABOVE BILL ON THIS // DAY OF JUNE, 2024:			
PASSED	_ FAILED		
Charle Hut			
Charles Groeteke, Co	ounty Council Chair		
Cherlynn Boyer, Cour	Royer Assistant		

THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS DAY OF, 2024.
THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF, 2024.
Dennis J. Gannon, Jefferson County, Missouri, Executive
ATTEST:
Jeannie Goff, County Clerk
BY: Shelley Blankenship

First Reading: 06-10-2024



JEFFERSON COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES 729 MAPLE ST / PO BOX 100

729 MAPLE ST / PO BOX 100 HILLSBORO MO 63050 WWW.JEFFCOMO.ORG



24-0251

BID #: 24-0032

Invitation for Bid:

EDC SIDING, WINDOWS, GUTTER AND Date Issued: 04/25/2024

SOFFITS 2024

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, MAY 28, 2024, AT 2:00 P.M. LOCAL TIME.

Specification

MATT STINCHCOMB

Contact:

Department of Public Works- Division of Facility Services

636-797-5574

mstinchcomb@jeffcomo.org

Contract:

JACKIE DOYLE

Department of Administrative Services

636-797-5380

PENGAD 800-631-6368

SAMPLE ENVELOPE

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

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST/PO BOX 100 HILLSBORO MO 63050-0100

IIILLSDON

SEALED BID: (BID NAME)

Contract Term:

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

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one (1) additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Vendor Information:

Boyer Building & Design, Inc	Joshua B	Boyer
Company Name	Autho	orized Agent (Print)
1701 Towne View Dr		\
Address	1	Signature
DeSoto, MO 63020		President
City/State/Zip Code		Title
_636-337-9119	5/28/24	81-3952466
Telephone #	Date	Tax ID#
joshua@boyerbldg.com		
E-mail		Fax#

TABLE OF CONTENTS:

Legal Notice and Invitation for Bid	Page 1
Table of Contents	Page 2
Bid Requirements	Page 3
Bid Response and Contract	Page 5
Affidavit	Page 9
Certification for Debarment, Suspension or Exclusion	Page 11
Specifications	Page 12

REQUIRED DOCUMENTS

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.

(County must be added as additional insured if awarded)

2a. Proof that Bidder does not owe delinquent real or personal property tax in Jefferson County (tax receipts for past 3 years)

Obtain receipts at http://jeffersonmo.devnetwedge.com

Or

- 2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)
- 5. Cooperative Bid Form (last page)
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

*BIDS MAY BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY

1.0 BID REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER"S INITIALS: JWB"

1.1 BID SUBMISSION

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission deadline as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo. and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

1.2 BASIS OF BID AWARD:

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:

- 1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
- 2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
- 3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
- 4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
- 5. When specified, samples must be timely submitted and at no expense to the County.
- 6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

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

1.6 LATE BIDS:

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

1.7 BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

1.8 MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.11 ADDENDA:

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5380, or by reviewing the County Web Site. (www.ieffcomo.org).

1.12 INSURANCE:

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

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

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

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

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

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

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

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

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

Invitation for Bid 4 Bidders Initials JWB

1.14 BID OPENINGS

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

1.15 BID TABULATIONS

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

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2 TAXES

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

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

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

2.4 PRICE (Public Works Agreements Only):

The price(s) specified in this bid shall be firm through the first thirty (30) days following the date of approval of the Agreement by the County or if the Agreement will commence at a date later than its approval by the County then prices shall be firm through the first thirty (30) days following commencement of the Agreement. Thereafter, Bidder may submit, to the County's Director of Public Works, on a monthly basis, a list or schedule describing any price adjustments to the prices submitted as part of the response to the Invitation for Bid. The County's Director of Public Works, or his designee, may, upon receipt of any such list or schedule, terminate the Agreement, in whole or in part, when in the sole discretion of the Director or his designee, any such price adjustments are too great. Any such termination shall be subject to the thirty (30) day written notice provisions of Section 2.16.A of this Agreement. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly, this shall apply to original or later scheduled bid. Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENTACT:

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

2.6 NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

2.7 **DEFINITIONS:**

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract means Binding Agreement, Contract, Request for Purchase, Order.

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.9 WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

2.10 PAYMENT:

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

2.11 CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.12 DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

2.13 RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

2.14 SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

2.15 CHOICE OF LAW:

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

2.16 TERMINATION:

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
- D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - D-1. If supplier fails to deliver the items required by the contract within the time specified; or
 - D-2.If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - D-3.In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.17 NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

2.18 CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

2.19 COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

2.20 ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.21 SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.22 APPROVAL:

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

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate:	[] Individual: [J Partnership:	[X] Corporation.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of	`MO	

2.25 LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

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

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo. definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Joshua Boyer	(Name of Business Entity Authorized Representative) as
President	(Position/Title) first being duly sworn on my oath, affirm
Boyer Building & Design, Inc	
	n program with respect to employees hired after enrollment in the program
	ection with the services related to EDC Siding, Windows, Gutters & Soffit
	contract) for the duration of the grant, subgrant, contractor, or subcontractor,
	section 2 of section 285.530, RSMo. I also affirm that
	(Business Entity Name) does not and will not knowingly employ a person
	nnection with the contracted services related to
	Goffit (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of
the grant, subgrant, contract, or sub	contract, if awarded.
In Affirmation thereof the facts sta	ted above are true and correct. (The undersigned understands that false
	ubject to the penalties provided under section 575.040, RSMo.)
	abject to the penalties provided under section 3/2.010, 100110.)
	Joshua Boyer
Authorized Representative's Signat	ture Printed Name
/	
l.	
President	5/28/2024
Title	Date
Subscribed and sworn to before me	this 28th of May 2024 I am
Subscribed and sworm to before me	this 28th of May 2024 . I am (DAY) (MONTH, YEAR)
	(MOIVIII, I LIM)
commissioned as a notary public w	ithin the County of Jefferson , State of
	(NAME OF COUNTY)
a	nd my commission expires on 1/20/25.
(NAME OF STATE)	(DATE)
() 1 M/	$\langle \cdot \rangle$
Stornania III of it	5/20/2024
Signatura of Notary	5/28/2024 Data
Signalure of Notary	Date
7	
	PHANIE M. FURTADO
Jefferson	y Public - Notary Seal County - State of Missouri
Commis My Commi	ssion Number 12733343 ssion Expires Jan 20, 2025
The state of the s	

<u>AFFIDAVIT OF WORK AUTHORIZATION</u> (Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that <u>Boyer Building & Design, Inc</u> (Business Entity Name) <u>MEETS</u> the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.		
		Authorized Business Entity Representative's Signature
	Boyer Building & Design, Inc Business Entity Name	5/28/2024 Date
As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:		
	Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/e-verify ; Phone: 888-464-4218: Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND	
	Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontrator's name, then no additional pages of the MOU must be submitted).	

Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion

Contractor Covered Transactions

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

CONTRACTOR: Boyer Building & Design, Inc
By:
Signature Recipient's Name
Name and Title Division Contract Number
1701 Towne View Dr
Street Address
DeSoto, MO 63020
City, State, Zip
5/28/2024
Date
DUNS number
Cage Code

****UNIQUE ENTITY ID: S4V8KZKFFV21

SIDING, WINDOWS, GUTTERS, AND SOFFIT EDC - 5217 HWY. B HILLBORO MO 63050

Jefferson County, Missouri is looking to have the siding, gutters, soffit, and windows removed and replaced. Bidders are to submit their warranty and specification with their bid submission for County review.

Specification:

BASE:

- 1. The cedar siding is to be removed.
- 2. Replace siding with new vinyl siding. (10 Year warranty on new siding)

OPTIONS:

- 1. All old windows to be replaced with new double pane vinyl windows (At least 10-year warranty.)
- 2. Remove old gutters and down spots and replace with new 4 in gutters and down spots.
- 3. Install new soffit and repair boards as needed.
- **4.** Repair damage under siding per square-foot.

Bid Price Per Options:

- 1. \$ 30,418.00 *see notes below
 2. \$ 1,725.00
 3. \$ 21,936.00 *see notes below
- 4. \$ 8.00 sf

Base Price: \$ 41,789.00

Option 1 includes: Install wood trim around new windows interior

New construction low-E single hung windows Replace basement windows, trim to match existing Provide new wood framing, trim for sunroom windows

Option 3 includes: Back overhang to receive new metal soffit

Replace all existing gutter boards with new wood

In Witness thereof, the partie of this 28th day ofMay	s hereto have executed this Agreement, in triplicate, as2024:
Boyer Building & Design, Inc Company Name Signature	County of Jefferson, State of Missouri Dennis J. Gannon County Executive
Joshua Boyer Print	
Company Address:	
1701 Towne View Dr	
	· •
Phone: 636-337-9119	-
unencumbered, to the credit of the apprand a cash balance otherwise unencur payment is to be made, each sufficient have been authorized by vote of the pe	0.660 RSMo., there is either: (1) a balance of funds, otherwise ropriation to which the obligation contained herein is chargeable, mbered, in the treasury, to the credit of the funds from which it to meet the obligation contained herein; or (2) bonds or taxes ople and there is a sufficient unencumbered amount of the bonds d yet to be collected to meet the obligation in case there is not a in the treasury.
County/Auditor	on U
APPROVED AS TO FORM	
Stat the	

COOPERATIVE BID FORM

Bid Name: EDC Siding, Windows Gutter & Soffit

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes X No

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: \$0	
BY	
TITLE: President	
COMPANY: Boyer Building & Design, Inc	
CONTACT INFORMATION FOR COOPERATIVE AGREEMENT	7
Phone 636-337-9119 E-mail_joshua@boyerbldg.com	

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

Joshua Boyer, President 1701 Towne View Dr. DeSoto, MO 63020



Office: 636-337-9119 Cell:

314-809-9961

Email: joshua@boyerbldg.com

Affidavit of Real Estate Property

I, Joshua Boyer, President of Boyer Building & Design, Inc. does hereby solemnly swear that Boyer Bldg & Design, Inc does not own any real estate property in Jefferson county/nor owe any delinquent taxes on any personal property owned.

Joshua Boyer

Subscribed and worn to me this 28^{th} of Mag

County of Jefferson

State of Missouri

STEPHANIE M. FURTADO Notary Public - Notary Seal Jefferson County - State of Missouri Commission Number 12733343 My Commission Expires Jan 20, 2025

2021 PERSONAL PROPERTY

			TAX DISTRICT	TAX
ACCT# 605850	1		CITY OF DESOTO	161.52
VALUE	18,660		DESOTO SCHOOL	818.30
TAX RT 6.39120			HEALTH UNIT TAX	18.72
1700 101 0.55120	50		JC DEV DISABILITIES	15.99
BOYER BUILDING	& DESIGN INC		JEFFERSON COLLEGE	58.07
1701 TOWNE VIEW			MENTAL HEALTH TAX	15.99
DE SOTO, MO 630			PARK TAX	4.78
			ROAD & BRIDGE TAX	42.13
			STATE TAX	5.60
W.		** DATE DAID 42/47/2024 **	VALLE AMBULANCE	51.50
		** DATE PAID 12/17/2021 **	TOTAL TAXES	1,192.60
			TOTAL PAID	1,192.60

JEFFERSON COUNTY, MISSOURI

PAID

2022 PERSONAL PROPERTY

				TAX DISTRICT	TAX
ACCT# 605850				CITY OF DESOTO	147.15
VALUE	17,000			DESOTO SCHOOL	748.46
TAX RT 6.399600	17,000			HEALTH UNIT TAX	17.05
1AA K1 0.399000				JC DEV DISABILITIES	14.57
BOYER BUILDING & D	DESIGNING			JEFFERSON COLLEGE	52.90
1701 TOWNE VIEW D				MENTAL HEALTH TAX	14.57
DE SOTO, MO 63020		*		PARK TAX	4.35
DE 0010, WO 00020				ROAD & BRIDGE TAX	38.39
				STATE TAX	5.10
	*			VALLE AMBULANCE	45.39
	I - SE PACE	** DATE PAID	12/14/2022 **	TOTAL TAXES	1,087.93
				TOTAL PAID	1,087.93

JEFFERSON COUNTY, MISSOURI

PAID

2023 PERSONAL PROPERTY

TAX	TAX DISTRICT				
313.78	CITY OF DESOTO			605850	ACCT#
1,597.27	DESOTO SCHOOL		36,250		VALUE
36.36	HEALTH UNIT TAX		30,230	0.200200	
31.07	JC DEV DISABILITIES			6.398200	TAX RT
112.81	JEFFERSON COLLEGE		DESIGN INC	IIII DING & I	ROVER R
31.07	MENTAL HEALTH TAX			VNE VIEW D	
9.28	PARK TAX			, MO 63020	
81.85	ROAD & BRIDGE TAX		,	, IVIO 03020	DE 3010
10.88	STATE TAX				
94.98	VALLE AMBULANCE				
2,319.35	TOTAL TAXES	** DATE PAID 12/19/2023 **			
2 310 35	TOTAL PAID		11.4.2 4.1		

JDEAN



CERTIFICATE OF LIABILITY INSURANCE

9/28/2023

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

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

	ins certificate does not comer rights	to the	e cer	uncate noider in neu of st).			
PRODUCER JD Kutter Charles L. Crane Agency					CONTACT NAME: PHONE (A/C, No, Ext): (314) 444-4949 FAX (A/C, No): (314) 444-4900					
100 N Broadway, Ste 900				E-MAIL ADDRESS: certificates@jdkutter.com						
Saint Louis, MÓ 63102					7,22,1,2			RDING COVERAGE		NAIC#
					INSLIDE			nce Company		10677
INS	URED							ers Mutual Ins.		10191
	Boyer Building & Design, II	10			INSURE		winproye	TO Marada Mo		10101
	1701 Towne View Dr.	ic.			INSURE					
	DeSoto, MO 63020				INSURE					
					INSURE					
CC	VERAGES CER	TIFI	CATI	E NUMBER:	INOUNE			REVISION NUMBER		
	HIS IS TO CERTIFY THAT THE POLICE				HAVE B	FEN ISSUED	TO THE INSU			ILICY PERIOD
II C	NDICATED. NOTWITHSTANDING ANY I ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	REQU PER	IREM TAIN	ENT, TERM OR CONDITION THE INSURANCE AFFORM	N OF A	NY CONTRA THE POLIC	CT OR OTHER	R DOCUMENT WITH RES BED HEREIN IS SUBJEC	SPECT TO	WHICH THIS
INSR		ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP		MITS	
Α	X COMMERCIAL GENERAL LIABILITY		1			,,,,,,,	(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR			ENP0632521 / EBA06325	21	10/18/2023	10/18/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO-							PRODUCTS - COMP/OP AC	G \$	2,000,000
Α	OTHER:	-						COMBINED SINGLE LIMIT	\$	1,000,000
^	AUTOMOBILE LIABILITY					10/10/0000	404040004	(Ea accident)	\$	1,000,000
	ANY AUTO OWNED SCHEDULED			ENP0632521 / EBA06325	21	10/18/2023	10/18/2024	BODILY INJURY (Per person		
	AUTOS ONLY AUTOS							BODILY INJURY (Per accide	nt) \$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
Λ		-							\$	1 000 000
Α	X UMBRELLA LIAB X OCCUR			ENDOCASESA / EDAOCASE	24	40/49/2022	40/40/2024	EACH OCCURRENCE	\$	1,000,000
	EXCESS LIAB CLAIMS-MADE	-		ENP0632521 / EBA06325	21	10/18/2023	10/18/2024	AGGREGATE	\$	1,000,000
-	DED X RETENTION\$ 0							V DEP LOTE	\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			B#E##202224007		10/18/2023	10/18/2024	X PER STATUTE OTHER	-	4 000 000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		MEM202321907		10/10/2023	10/10/2024	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOY	EE \$	1,000,000
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIM	IT \$	1,000,000
_										
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC ERAL INSURANCE REQUIREMENTS	LES (A	CORD	101, Additional Remarks Schedul	e, may be	e attached if mor	e space is requir	red)		
9214	ETAL MOOTANGE REGULATIO									
CEF	RTIFICATE HOLDER				CANC	ELLATION				
	TO WHOM IT MAY CONCER	N			THE	EXPIRATION	DATE TH	ESCRIBED POLICIES BE EREOF, NOTICE WILL Y PROVISIONS.		
				-	A117116	UZED DEDDECT	ALTA TIME			
					AUTHOR	RIZED REPRESEI	NIATIVE			
	1				1	1/2	7			





Company ID Number: 1213630

Approved by:

Employer	
Boyer Bldg & Design, Inc	
Name (Please Type or Print)	Title
Joshua Boyer	
Signature	Date
Electronically Signed	07/13/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	07/13/2017





Company ID Number: 1213630

Information Required for the E-Verify Program				
Information relating to your Company:				
Company Name	Boyer Bldg & Design, Inc			
Company Facility Address	1701 Towne View Dr DeStoto, MO 63020			
Company Alternate Address				
County or Parish	JEFFERSON			
Employer Identification Number	813952466			
North American Industry Classification Systems Code	236			
Parent Company				
Number of Employees	1 to 4			
Number of Sites Verified for	1			