

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES- PROCUREMENT  
DISTRICT 6, 2309 BARRETT STATION RD,  
BALLWIN, MO 63021**

REQUEST NO.	SL14-052-RW
DATE	October 30, 2013
PAGE NO.	1
NO. OF PAGES	28

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

**1:00 p.m., Local Time, November 19, 2013**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

**BUYER:** Teresa(Terri) Mount  
**BUYER EMAIL:**  
Teresa.Mount@modot.mo.gov

**BUYER TELEPHONE:** 314-301-1431  
**BUYER FAX:**  
**573-526-0016**

**SUPPLIES OR SERVICES**

**St. Louis County**

**Snow and Ice Removal at District Offices:**

**District Office**  
**1590 Woodlake, Chesterfield, MO. 63017**

**Traffic Management Center (TMC)**  
**14301 South Outer Forty, Chesterfield, MO. 63017**

**Pre- Bid Meeting: November 12, 2013- Room 207 12:30 p.m. to 1:30 p.m Local Time**  
**Traffic Management Center**  
**14301 South Outer Road. Chesterfield. MO. 63017**

**Components of Agreement:** The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, Exhibit A (Project Details) defining the contract limits, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

**Return sealed bid to the address shown at the top of this page.**

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal I.D. No.** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_

**Is your firm MBE certified?** ☐ Yes ☐ No

**Title:** \_\_\_\_\_  
**Is your firm WBE certified?** ☐ Yes ☐ No

## **1.0 Introduction and General Information**

### **1.1 Introduction:**

- 1.1.1 This Request For Bid seeks bids from qualified organizations to provide snow and ice removal per areas as defined by the attached contract limits and location sketch (Exhibit A ) and as defined below:
- Missouri Department of Transportation, District Office: 1590 Woodlake, Chesterfield, MO. 63017
  - Missouri Department of Transportation Traffic Management Center (TMC) : 14301 South Outer Forty, Chesterfield, MO. 63017
- 1.1.2 Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.
- 1.1.3 Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.
- 1.1.4 Each Offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site(s) condition, and/or any other existing condition, factor, or item that may affect or impact on the performance of service described and required by the Contractual Requirements. The Offeror shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to (1) the Offeror's failure to observe existing conditions, etc.
- 1.1.4 Each bid must be mailed or hand delivered in a sealed envelope to Ms Teresa (Terri) Mount, Procurement Unit, Operations Complex, 2309 Barrett Station Rd., Ballwin, Mo. 63021.
- 1.1.5 Pre Bid Meeting will take place on November 12, 2013 from 12:30 to 1:30 p.m., local time at the MoDOT Traffic Management Center located at 14301 South Outer Forty, Chesterfield, MO. 63017, in Room 207. The meeting will be followed by a site visit to the District Office if requested.

All questions regarding the RFB shall be submitted to Ms. Teresa (Terri) Mount. Bids must be returned to the office of Ms Mount no later **than 10:00 a.m., Local Time, November 19, 2013.**

### **RFB Coordinator:**

**Ms. Teresa (Terri) Mount (Title) Sr. General Services Specialist  
Missouri Department of Transportation  
2309 Barrett Station Road, Ballwin, MO. 63021**

**PHONE: 314-301-1431  
FAX: 573-522-0016  
EMAIL: Teresa.Mount@modot.mo.gov**

## **1.2 General Information:**

This document constitutes an invitation for competitive, sealed bids for the procurement of snow and ice removal services as designated in the St. Louis Metro District.

### **1.2.1 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:**

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Pricing Page
- 4) Bid Submission
- 5) Exhibit(s)
- 6) Terms and Conditions

### **1.2.2 Fiscal Year: The fiscal year runs from July 1-June 30, period of service will be from November 1, 2013 to April 1, 2014, with the option to extend the contract for up to two (2) one (1) year periods, at the sole discretion of the Missouri Department of Transportation.**

### **1.2.3 This document contains requirements related to the newly revised statute.**

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

**MoDOT SL14-052-RW**  
**ST. LOUIS METRO Snow and Ice Removal-**  
**2013-14 CONTRACT PROVISIONS**

**A. NON-PREVAILING WAGES**

**1.0** This contract involves only maintenance of the District Office locations with no construction work being performed. Therefore under Missouri Statutes this contract does not require payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract.

**B. CONTRACT TERM AND EXTENSION**

**1.0** The contract term shall be for the period listed in the project details. Any work ordered prior to the termination date shall be completed in accordance with the contract.

**2.0** The contract may be extended under the original contract specifications and contract prices for up to two (2) additional contract terms. If the Commission desires to extend the contract, the contractor will be given written notification of the offer to extend no later than August 1 of the current contract year. The contractor shall provide written notification of acceptance or rejection of the contract extension offer no later than September 1 of the current contract year. The extended contract term shall be for the period listed in the project details.

**3.0** In the event that MHTC exercises its options to renew the contract for two (2) additional one-year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

**First Renewal Period**                      \_\_\_\_\_ % Increase

   \_\_\_\_\_ % decrease

**Second Renewal Period**                      \_\_\_\_\_ % Increase

   \_\_\_\_\_ % decrease

**4.0** If the contract is extended, the contractor shall furnish satisfactory evidence of continued bond and insurance coverage for the extended contract term.

**C. CONTRACT LIMITS**

**1.0 Contract Limits.** The contract limits are shown in the project details along with a written description of the limits. Excluded areas located within the contract limits are listed in the project details.

**2.0 On-Site Review.** It shall be conclusively presumed that all bidders have made an on-site review of the contract limits and all bidders have a clear understanding of the areas included in this contract and the scope of work required.

**3.0 Contract Limit Changes.** If the engineer determines that it is necessary to make an addition or deletion to the contract limits, the change will be handled in accordance with Section D of these provisions.

#### **D. CHANGES IN THE WORK**

**1.0** When necessary to satisfactorily complete the project, the Missouri Department of Transportation (MoDOT) reserves the right to change quantities or make other changes for which there are no provisions included in the contract.

**2.0** If the work does not involve a significant change in the quantity (either up or down) of an established contract item, then the contractor shall complete the work as necessary and payment will be made at the established contract unit prices.

**3.0** The optional snow and ice removal will be paid for at the established contract unit prices. The quantity for the optional snow and ice removal shall be included as a significant change.

**4.0** A significant change is defined as an increase in excess of 125% or decrease below 75% of the original contract quantity on a major item of work. A major item of work is defined as any contract item with an original value in excess of 10% of the original contract amount.

**5.0** If the work involves a significant change in the quantity of a major item then an equitable adjustment may be made to that item's unit price. Either MoDOT or the contractor may request that such an adjustment be made and the contractor shall furnish such information needed to establish the equitable price adjustment. Such adjustment will be determined based on the contractor's actual costs to perform the work, excluding any anticipated profits from work not performed. This determination will be consistent with the contractor's other proven costs to perform the contract work, as shown in the contractor's bid computations and project cost records.

**6.0** If the change involves an item for which no price is established in the contract then an equitable adjustment will be agreed to by both MoDOT and the contractor prior to performance of the work. Such adjustment will be determined based on the contractor's actual costs to perform the work. If a basis cannot be agreed upon, then an adjustment will be made in such amount as MoDOT may determine to be fair and equitable.

#### **E. REQUIRED INSURANCE**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and

authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability:** Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability:** Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.**

**Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.**

#### **F. Scope of Work:**

1.0 It is the intention of these specifications that the Contractor hereunder shall provide snow removal, de-icing and melting/traction agent application services, including all labor, supervision, equipment and all fuel, lubricants, vital fluids, parts, maintenance repairs, and all items of cost needed to provide these services, covered by this agreement which the Department may require during the time period specified. The Department reserves the right to order such services as may be required during the contract period, and it also reserves the right not to order any services, if it is found that such services are not required by the Department during the period covered by this agreement.

Snow removal shall consist of pushing all snow off the surfaces of designated areas defined in this specification. Application of melting or traction agents shall involve the even distribution of those agents across the same surfaces being plowed.

If snow fall occurs after business hours, best efforts will be made to remove snow prior to the office opening for the next business day or upon notification and prioritization by the facilities supervisor. Once notified the Contractor has three (3) hours response time. The Contractor will not plow if the District Office will not be open the next day for service including legal Holidays.\* However, the Contractor will have the areas cleared in time for the District Office to open on the next regular business day.

**A. \* Exception: The Traffic Management Center ( TMC) is a 24/7 operation. This location shall be plowed and/or treated as to maintain safe and clear surfaces regardless of holidays or the day of the week.**

**1. Both locations should be treated simultaneously or as soon as practical, the facilities supervisor will determine the location priority.**

**B. The Contractor must not place snow where it will become an obstruction to roadways, driveways, sidewalks, or pedestrian access to parking lots, sidewalks, or parked cars.**

**C. The Contractor must not plow snow or ice on landscaping or along the curb lines of landscaped areas.**

**D. The Contractor will plow and pile snow in such a manner as to reduce thawing and refreezing of the parking lots.**

Areas to be plowed include all parking, sidewalk, dumpster and fire hydrant areas. Contractor will be responsible to plow these areas after 1" or greater snowfall. Snow is to be plowed to an area designated by the Department. Drift-ins and continuous snowfalls will be serviced as much as possible to keep these areas clear. In some cases it may be necessary to wait until it stops snowing before the area can be cleared and snow piles removed. The removal of the snow piles will be at the request of the Department and not required on every plowing occasion.

Workmanship will consist of the Contractor performing this service to the highest professional standards. The Contractor will take all possible precautions to protect people from injury and create as little disturbance and inconvenience as possible. Contractor will carry the required insurance to cover any accidents that they may be responsible for.

**A. Trucks or any snow related vehicle must have operational lights with amber lenses mounted during snow removal operations.**

Contractor will not be responsible for plowing areas that have not been adequately cleared of cars or other debris.

The Contractor will not be held liable for any damage caused to landscaping, curbs, and sprinklers that are hidden by snowfall or piles of snow as long as reasonable care and caution has been used to prevent such damage from occurring.

Damage caused to buildings, posts, fences, automobiles or any other such readily visible objects will be repaired as soon as practical at the Contractors expense. In the event repairs are not made in a timely manner, and after seven (7) days written notice, the Department will have the right to have repairs made or to make repairs with the full cost reimbursed by the Contractor.

**Traffic Management Center- Operational 24/7**  
**14301 South Outer Forty, Chesterfield, MO. 63017**

	Depth of Snow Fall		
Snow Plowing Lump Sum Fee Schedule: Lump sum price per occasion.	1/2 to 4 Inches	5 to 8 Inches	8 Plus Inches
<b>A.</b> Snow plowing and melting/traction agents applications cost per occasion.	\$	\$	\$
<b>B.</b> Snow removal and melting/traction agents applications for Sidewalks, Walk Ways, Steps, cost per occasion.	\$	\$	\$
	<b>PRE-TREATMENT LUMP SUM</b>		
<b>C.</b> Ice or frozen precipitation requiring pretreatment or after treatment application of melting/traction agents applications cost per occasion for parking areas.	\$		
<b>D.</b> Ice or frozen precipitation requiring pretreatment or after treatment application of melting/traction agents for Sidewalks, Walkways, Steps, cost per occasion.	\$		
<b>E.</b> Hourly Rate for special trips for plowing.	\$ per hour.		
<b>F.</b> Snow Pile Removal Cost per hour, with 1 hour minimum.			
1. Loader only with operator	\$ per hour.		
2. Loader & dump truck with operators	\$ per hour.		
3. Dump Fee Cost per dump truck load with operators and disposal fees.	\$ per load.		

**ALL SERVICES REQUIRE AUTHORIZATION OF FACILITY SUPERVISOR**

DATE: \_\_\_\_\_ COMPANY: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_



**District Office Location: Operational Normal Business Hours- 7:00 a.m.- 5:00 p.m**  
**1590 Woodlake, Chesterfield, MO. 63017**

Snow Plowing Lump Sum Fee Schedule: Lump Sum price per occasion.	Depth of Snow Fall		
	1/2 to 5 Inches	5 to 8 Inches	8 Plus Inches
A. Snow plowing and melting/traction agents applications cost per occasion.	\$	\$	\$
B. Snow removal and melting/traction agents applications for Sidewalks, Walk Ways, Steps, cost per occasion.	\$	\$	\$
	PRE-TREATMENT LUMP SUM		
C. Ice or frozen precipitation requiring pretreatment or after treatment application of melting/traction agents applications cost per occasion	\$		
D. Ice or frozen precipitation requiring pretreatment or after treatment application of melting/traction agents for Sidewalks, Walkways, Steps, cost per occasion.	\$		
E. Hourly Rate for special trips for plowing.		\$ per hour.	
F. Snow Pile Removal Cost per hour, with 1 hour minimum.			
1. Loader only with operator		\$ per hour.	
2. Loader & dump truck with operators		\$ per hour.	
3. Dump Fee Cost per dump truck load with operators and disposal fees.		\$ per load.	

DATE: \_\_\_\_\_ COMPANY: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

### 3.0 BID SUBMISSION

#### 3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked “**SL14-052-RW “Snow and Ice Removal St. Louis County ”**”.

3.1.2 All bids must be received at the following address no later than **November 19, 2013 at 10:00 a.m., Local Time**.

The Missouri Department of Transportation  
Procurement Division  
Attn: Teresa (Terri Mount)  
2309 Barrett Station Rd.  
Ballwin, MO. 63021

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

#### 3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Pursuant to 285.530 RSMo, the bidder must affirm enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- a. Submitting a completed Signature and Identity of Bidder form, attached herein,
  - b. Submitting a completed, notarized copy of the applicable portion of Exhibit A, WORKER ELIGIBILITY VERIFICATION AFFIDAVIT **or** APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP, and
- 3.1.6 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.7 Cost Determination - The low bid shall be determined by adding all of the firm, fixed prices on the pricing page for the original contract period to obtain a total price.
- 3.1.8 Contract Award – The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid will be made on an “All Or Nothing” basis using the “lowest and best” principle of award.
- 3.1.9 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State’s “Certificate of Good Standing” prior to the issuance of any contract or initial purchase order by MoDOT.

**Attachment 1**

**PREFERENCE IN PURCHASING PRODUCTS**

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

## Attachment 2

### **MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- ☐ If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- ☐ If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- \_\_\_\_\_
- ☐ If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- ☐ The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_
- ☐ The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_

### **CERTIFICATION**

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

**The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.**

## Attachment 3

## 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 a 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 state of \_\_\_\_\_

Dated \_\_\_\_\_.

Name of individual, all partners,  
or joint ventures:

Address of each:

[illegible]

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: (SEAL)

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 ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. 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, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6.

Missouri Highways and Transportation Commission  
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

**Attachment 4**

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL  
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_,  
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who  
being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally  
certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job,  
task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not  
limited to all activities conducted by business entities:

I am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act  
officially and properly on behalf of this business entity. I hereby affirm and warrant that the aforementioned business entity is  
enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of  
newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in  
connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have  
attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work  
authorization program, as required by Section 285.530, RSMo. In addition, I hereby affirm and warrant that the aforementioned  
business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any  
alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the  
aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly  
employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

*[documentation of enrollment/participation in a federal work authorization program attached]*

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**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**

(a separate affidavit is required for each owner and general partner)( **if applicable**)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_,  
personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within  
instruments, who being by me duly sworn, deposed as follows:

***My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally  
certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the  
United States of America:***

☐ I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public  
owner or partner benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation  
Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT). I am  
classified by the United States of America as: (check the applicable box) a United States citizen. an alien  
lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or  
representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be  
guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500  
and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and  
560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less  
than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time  
as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove  
citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:



**Attachment 6**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either 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 or whenever competing bids, in their entirety, are comparable.

**Definitions:**

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

**Veteran Information**

**Business Information**

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

*Service-Disabled Veteran's Signature*

Missouri Address of Service-Disabled Veteran  
Business

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**6.0 TERMS AND CONDITIONS**

**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written

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notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

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**SPECIAL TERMS AND CONDITIONS**

**Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**Insurance:**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Bid Guaranty/Contract Bond**

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the bid submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

**Prohibition Of Employment Of Unauthorized Aliens:**

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall 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 any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
  - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
  - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit IV.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document,.

**Construction Safety Program**

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program,

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pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

**Permits, Licenses and Safety Issues**

*The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.*

**Delivery – Additional Requirements**

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- c. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

**Temporary Suspension of Work**

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

**Preferences**

- a. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
- 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- b. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either 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 or whenever competing bids, in their entirety, are comparable. 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.