



**MISSOURI DEPARTMENT OF TRANSPORTATION
 BID GUIDELINES AND DOCUMENTATION**

THIS IS NOT AN ORDER

REQUEST FOR BID

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: NOVEMBER 8, 2012	PROPOSAL DUE BY (DATE AND TIME): DECEMBER 4, 2012 @ 10:00 AM LOCAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
CONTRACT PERIOD: JANUARY 1, 2013 THROUGH DECEMBER 31, 2013 WITH THE OPTION FOR TWO 1-YEAR EXTENSIONS, PROVIDED ALL PARTIES ARE IN AGREEMENT.	RFB #: SL13-061-RW THIS RFB # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: TERESA, (TERRI) MOUNT SR. PROCUREMENT AGENT TERESA.MOUNT@MODOT.MO.GOV BUYER TELEPHONE: 314-301-1431 BUYER FAX: 573-526-0016
District Mailing Address: MISSOURI DEPT. OF TRANSPORTATION DISTRICT 6 PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021		MoDOT Pickup Locations: (SEE DELIVERY LOCATIONS BELOW- this list is subject to change).

VENDOR TO PROVIDE OPEN TOP ROLL-OFF TRASH CONTAINERS WITH DISPOSAL SERVICE FOR THE ST. LOUIS DISTRICT COMPRISED OF THE COUNTIES OF: ST. LOUIS, ST. LOUIS CITY, ST. CHARLES, JEFFERSON, AND FRANKLIN.
 (See attached pages)

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.

- Each location on the attachment is to be considered a separate bid. It is not necessary to bid all locations.
- Bids with a rental fee shown separately will not be considered.
- Prices to remain firm from January 1, 2013 through December 31, 2013
- Prices bid shall be lump sum total per load and include ALL applicable costs such as, but not limited to, rental fees, Missouri landfill taxes, etc.
- Vendor will be given a 24-hour notification by MoDOT when the container is ready to be picked up. An empty container will be supplied, if necessary, on the day of pick-up
- Submit net bid, as cash discounts will not be considered.

TIME REQUIRED FOR DELIVERY:

On or after January 2, 2013

The Missouri Highway Transportation Commission wishes to enter into an agreement that will allow the option to extend any contract awarded hereunder for a period of one or two additional years from the date of expiration. Please note and fill out attached "Renewal Option" page.

Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to

waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. No bids by telephone, telegram, or telefax, will be accepted.

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, 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.

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned offer and agrees to furnish and deliver any or all the items on which prices were quoted within 20 days after receipt of notification.

Date: _____ Firm Name: _____
 Telephone Number: _____ Responsible Officer Title: _____
 Firm Address: _____ Signature: _____
 Federal ID Number: _____ Email: _____

VENDOR INFORMATION

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #:									
Printed Name and Title of Responsible Officer or Employee:	Signature:									
Is your company registered/certified with the State of Missouri as a (please circle): <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">MINORITY BUSINESS ENTERPRISE (MBE) ?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td style="text-align: center;">WOMEN BUSINESS ENTERPRISE (WBE) ?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td style="text-align: center;">Would your company like information on becoming a registered/certified MBE/WBE vendor?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table>		MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO	Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES	NO
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO								
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO								
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES	NO								

BID SUBMITTAL INSTRUCTIONS

BID SUBMITTAL:

Your written bid must be mailed in *a sealed* envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be *received on or before the date and time specified on the front page of this bid document*, at the office of:

Ms. Teresa (Terri) Mount
Missouri Department of Transportation
General Services - Procurement
2309 Barrett Station Rd.
Ballwin, MO. 63021

All documents must be sealed and the outmost wrapping should be clearly marked "SL13-061-RW" **Bid for Roll Off Trash Container Service**".

The specified for the returning of bids is a firm dealine and all bids must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting bids. All bids arriving at the designated office after the dealine specified will be rejected.

PRICES:

Prices MUST remain firm for the entire contract period stated herein.

COMPLIANCE WITH BID REQUIREMENTS:

Failure to comply with the requirements published in this bid may result in the bid being subject to rejection. Product that does not meet specifications will cause all of the shipments to be returned at the bidders expense.

NON-EXCLUSIVITY:

The Missouri Department of Transportation reserves the right to obtain like or similar products of this or other manufacturers when use of such products is deemed in the best interest of MoDOT.

VENDOR NAME REGISTRATION:

On all bid documents, the bidder must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State.

HB600 COMPLIANCE:

The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of HB600. If necessary a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this documentation will result in hers/her bid being rejected.

The right is reserved by the Missouri Department of Transportation to reject any or all bids and no award is final until formally approved by the department.

The Bidder understands that this agreement involves state funds and the bidder awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order

stipulates that there shall be no discriminatory employment practices by the contractor or his subcontractors, if any, based on race, color, religion, creed, national origin, sex or age. The contractor or his subcontractors , if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

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

MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT) St. Louis
SL13-061-RW ROLL OFF TRASH CONTAINER PRICING PAGE

Please quote on this form your lowest prices covering the estimated monthly pickups in compliance with the stipulations on the bid form. **ALL DELIVERY COST TO THE NOTED POINT OF DELIVERY ARE TO BE INCLUDED IN THE QUOTED PRICE.**

Building / Address	Dumpster Size & QTY	Winter	Summer	Price Per Load
Ballas Maintenance Building 12001 North Forty Drive St. Louis, MO 63141	40 C.Y.	3	4	\$
Beaufort Maintenance Building Route 185 South of Route 50 Beaufort, MO 63103	40 C.Y.	1	2	\$
Bellefontaine Maintenance Building 11601 Benham Lane St. Louis, MO 63138	40 C.Y.	1	1	\$
Broadway Maintenance Building 1200 South Broadway St. Louis, MO 63104	40 C.Y.	WEEKLY	WEEKLY	\$
DeSoto Maintenance Building Route 110, East of Route 21 DeSoto, MO 63020	40 C.Y.	1	1	\$
Eureka Maintenance Building 615 Viola Lane Eureka, MO 63025	40 C.Y.	1	2	\$
Festus Maintenance Building Festus Airport Road, East of Route 61 Festus, MO 63028	40 C.Y.	2	3	\$
Gray Summit Maintenance Building Business Route 44, East of Route 100 (E) Gray Summit, MO 63039	40 C.Y.	2	1	\$
Hampton Maintenance Building 6138 Wilson St. Louis, MO 63139	40 C.Y.	2	2	\$
Cedar Hill House Springs Maintenance Building Local Hillsboro Road, South of Route 30	40 C.Y.	1	2	\$

Cedar Hill, MO 63016				
District Signal Shop 2309 Barrett Station Rd St. Louis, MO 63021	40 C.Y.	2	1	\$
Lemay Maintenance Building 4185 Hoffmeister St. Louis, MO 63125	40 C.Y.	1	2	\$
Normandy Maintenance Building 1005 Bermuda Avenue St. Louis, MO 63121	40 C.Y.	2	2	\$
St. Clair Maintenance Building I-44 NOR, West of Route 47 St. Clair, MO 63077	40 C.Y.	1	1	\$
St. Charles Maintenance Building 2360 Old Highway 94 South St. Charles, MO 63303	2-40 C. Y. 1-20 C.Y.*	3	3	\$
Sunset Hills Maintenance Building 10220 Rahning Rd. Sunset Hills, MO 63127	40 C.Y.	1	2	\$
Wentzville Maintenance Building 1211 Granville Wentzville, MO 63385	40 C.Y. 20 C.Y.*	1	2	\$

The above list is based on estimates; actual requirements may vary. No guarantee is made regarding the total number of pickups annually.

***NOTE: The 20 C.Y. containers at these locations are utilized for dead animals which are covered with saw dust. Vendor for these locations should be aware of this and must be taken to an approved landfill for disposal.**

SIGNATURE: _____ DATE _____

COMPANY: _____

RENEWAL OPTION

The Missouri Highway Transportation Commission wishes to enter into a contractual agreement that will allow the option to extend any contract awarded hereunder for a period of one or two additional years from the date of expiration, under the same terms and conditions, subject only to price changes which can be justified by increases in vendors costs but not to exceed the percentage stated below. Option(s) granted will not be considered in awarding contracts.

_____ Option granted for one additional year at a price increase not to exceed _____%.
(YES or NO)

_____ Option granted for second additional year at a price increase not to exceed _____%.
(YES or NO)

It is agreed that if any renewal option granted herein is exercised, the Missouri Highway Transportation Commission will notify the contractor prior to the expiration date. **Escalating factors in options will not be automatically granted. Any request for an increase in price must be substantiated by corresponding increase in vendor costs, and submitted, in writing to the Missouri Highway Transportation Commission buyer or record.** No increase will be granted without prior approval of the Missouri Highway Transportation Commission or it's assigned representative.

Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

- **No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.**
- In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

Company Name

Signature

Title

Date

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

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

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

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.

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

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.

- 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

In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same 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 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.

SPECIAL TERMS AND CONDITIONS

Tax Exempt

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 Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. 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
- d. 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**.
- e. 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