

DETAILED SPECIFICATIONS
CONTRACT DOCUMENTS
&
BIDDING DOCUMENTS
FOR

MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT
ARPA LOCAL TOURISM ASSET DEVELOPMENT GRANT
PROJECT NO. SLFRP4542

SIKESON REGIONAL CHAMBER OF COMMERCE, INC.
SIKESTON VISITORS CENTER & RODEO MUSEUM

Prepared By:

Sikeston Regional Chamber of Commerce, Inc.
Sikeston, Missouri

December 13, 2023

SIKESTON REGIONAL CHAMBER OF COMMERCE, INC.
BID PACKET FOR CONSTRUCTION & RENOVATION OF 215 N. NEW MADRID, SIKESTON, MO

- Advertisement for Bids
- Information to Bidders
- Title VI of the Civil Rights Act of 1964, as amended (Nondiscrimination in Federally Assisted Programs)
- Executive Order 13166 Improving Access to services for Persons with Limited English Proficiency
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)
- Section 504 of the Rehabilitation Act of 1973
- Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (all services, programs, and activities provided or made available by public entities)
- Equal Employment Opportunity
- Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms – 2 CFR 200.321; E.O. 11625 and 12138:
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- Debarment and Suspension (Federal and State)
- Businesses Registered to Do Business in Missouri and in Good Standing
- Prohibition on Employment of Unauthorized Aliens/E-Verify Participation Requirement (§§ 285.525 – 285.550, RSMo)
- Access to Records and Record Retention
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- Text Messaging while Driving
- Contract
- Site Work and General Requirements

Exhibit A: Sikeston Regional Chamber Conflict of Interest Policy for reference

Exhibit B: Sikeston Regional Chamber Procurement Policy for reference

ADVERTISEMENT FOR BIDS

Project No. SLFRP4542

Sikeston Regional Chamber of Commerce, Inc.
(owner)

Separate sealed bids for renovation of a historic building to become the new Sikeston Visitors Center & Rodeo Museum will be received by the Sikeston Regional Chamber of Commerce at the office of the Sikeston Regional Chamber until 12:00 P.M. CST, January 12, 2024, and then will be publicly opened and read aloud.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Forms of Bid Bond, Performance and Payment Bond, and other contract documents may be examined at the following:

Sikeston Regional Chamber of Commerce, Inc. located at 128 N. New Madrid Street in Sikeston, Missouri.

Digital or printed copies may be obtained at the office of the Sikeston Regional Chamber of Commerce, Inc. located at 128 N. New Madrid Street in Sikeston, Missouri upon payment of \$25 for each set. The plans and drawings are in digital format on a USB drive and included with the bid packet. Any unsuccessful bidder, upon returning such set promptly and in good condition, will be refunded his payment, and any non-bidder upon so returning such a set will be refunded \$0.

The owner reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit with his bid security in the amount, form and subject to the conditions provided in the Information for Bidders.

Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed. Segregated Facility, Section 109, and E. O. 11246. MBE, WBE and Small Enterprise bidders are encouraged to bid.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

December 13, 2023
(Date)

“EQUAL OPPORTUNITY EMPLOYER”

- **Information For Bidders**

A. Receipt and Opening of Bids

The Sikeston Regional Chamber (herein called the "Owner"), invites bids on the form attached here to, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of Sikeston Regional Chamber, until 4:00 P.M. CST, January 11, 2024, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Sikeston Regional Chamber, Attn: Marcie Lawson at 128 N. New Madrid St., Sikeston, MO 63801, and designated as bid for 215 N. New Madrid St. Building. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reason why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

B. Preparation of Bid: Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity and Affidavits regarding E-Verify. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

C. Qualifications of Bidder: The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

D. Method of Award - Lowest bidder that is most responsive and most responsible: If at the time this contract is to be awarded, the lowest base bid submitted by a bidder that is most responsive and most responsible does not exceed the amount of funds then estimated by the Owner as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in the numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds. All alternates, both additive and deductive, must be taken in the numerical order in which they are listed in the Form of Bid.

- **Title VI of the Civil Rights Act of 1964, as amended (Nondiscrimination in Federally Assisted Programs)
Language required under the Missouri-Treasury SFRF Grant Agreement:**

The contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 CFR part 22, and herein incorporated by reference and made a part of this agreement.

- **Executive Order 13166 Improving Access to services for Persons with Limited English Proficiency**

Contractor acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Contractor must initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor's programs, services, and activities.

- **Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)**

Contractor will comply with all relevant requirements of Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601-19, known as the Fair Housing Act), and implementing regulations, which provide that no person shall, on the basis of race, color, religion, sex, familial status, national origin, or disability, be discriminated against in the sale, rental, and financing of dwellings, and in other housing-related transactions.

- **Section 504 of the Rehabilitation Act of 1973**

Contractor will comply with all relevant requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and implementing regulations, which provide that no otherwise qualified person shall, solely by reason of his or her disability, be subjected to discrimination in any program or activity receiving federal financial assistance.

- **Age Discrimination Act of 1975**

Contractor will comply with all relevant requirements of the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 – 6107), and implementing regulations, which provide that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- **Title II of the Americans with Disabilities Act (all services, programs, and activities provided or made available by public entities)**

Contractor will comply with all relevant requirements of Title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and implementing regulations, which prohibits discrimination on the basis of disability in services, programs, and activities provided or made available by state or local governments or instrumentalities or agencies thereto.

- **60-1.4(b) Equal Employment Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against an employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of

September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- **Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms – 2 CFR 200.321; E.O. 11625 and 12138:**

Prior to awarding contracts, the ARPA subrecipient and any contractor awarding subcontracts must take the following affirmative steps in accordance with 2 CFR 200.321: September 27, 2023

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration

- **New Restrictions on Lobbying (contracts exceeding \$100,000)**

The contractor certifies, to the best of its knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- iii. Contractor must require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- **Bonding Requirements (Construction or facility improvement contracts \$250,000 or greater)**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, this _____ day of _____, 20 _____. The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

_____.

NOW, THEREFORE,

- 1. If said Bid shall be rejected, or in the alternate,
- 2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by the extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

SEAL

By: _____

BID FOR LUMP SUM CONTRACTS

Place _____

Date _____

Project No. _____

Proposal of _____ (hereinafter called "Bidder") * a corporation, organized and existing under the laws of the State of _____, * a partnership, or an individual doing business as _____.

To the _____ (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a _____ having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice of Proceed" of the Owner and to fully complete the project within _____ consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$_____ for each consecutive calendar day thereafter as hereinafter provided in Paragraph 15 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

*Insert corporation, partnership, or individual as applicable.

BASE PROPOSAL: Bidder agrees to perform all of the _____

_____ work described in the specifications and shown on the plans for the sum of _____ (\$ _____)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words will govern).

Alternates, both additive and deductive, must be taken in the numerical order in which they are listed.

ALTERNATE PROPOSALS:

Alternate No. 1: _____

Deduct the sum of _____ (\$ _____)

Alternate No. 2: _____

Deduct the sum of _____ (\$ _____)

Alternate No. 3: _____

Deduct the sum of _____ (\$ _____)

Alternate No. 4: _____

Deduct the sum of _____ (\$ _____)

UNIT PRICES:

Bidder agrees to perform all the _____ work described in the specifications and shown on the plans, for the following unit price:

<u>Item No.</u>	<u>Est. Qty.</u>	<u>Description</u>	<u>Unit Price (Each)</u>	<u>Total</u>
1	_____	_____	_____ Dollars & Cents (\$_____)	_____ Dollars & Cents (\$_____)
2	_____	_____	_____ Dollars & Cents (\$_____)	_____ Dollars & Cents (\$_____)
3	_____	_____	_____ Dollars & Cents (\$_____)	_____ Dollars & Cents (\$_____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Paragraph 13 of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of ____ calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 15 days and deliver a Surety Bond or Bonds as required by Paragraph 22 of the General Conditions. The bid security attached in the sum of _____ (\$ _____) is to become, in the event the contract and bond are not executed within the time above set forth, as liquidates damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

(SEAL – if bid is by a corporation)

By: _____

Signature

Title

Business Address and ZIP Code

BIDDER QUALIFICATIONS

Firm Name: _____
(Company Name)

(Address) (City, State, Zip Code)

(Phone Number) (Fax Number) (E-mail)

Date: _____

Construction Capabilities: (Check all that apply)

- | | | |
|--|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> General Contracting | <input type="checkbox"/> Electrical | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Demolition | <input type="checkbox"/> Earthmoving |
| <input type="checkbox"/> Asbestos Abatement | <input type="checkbox"/> Other: _____ | |

For Corporations Only:

Federal ID Number: _____

Name of State(s) in which incorporated: _____

Date(s) of incorporation: _____

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri

2. Certificate Number: _____ Date: _____

(President's Name) (Vice-President's Name)

(Secretary's Name) (Treasurer's Name)

For Partnerships Only: Date of Organization: _____

Type of Partnership: General Limited Association

Names and Addresses of all partners: (use additional sheet if necessary)

1. _____
(Name) (Address) (City, State, Zip Code)

2. _____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: _____ or SSN: _____

Percent of work done by Contractor: _____ Number of Permanent Employees: _____

Number of years in business: _____

Geographical limits of operation: _____

If you have done business under a different name, please give name and location: _____

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

Date: Dated this _____ day of _____, 20____.

Signatures:

Individual Partnership Joint Venture Corporation

Business Name: _____

Address: _____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ Social Security Number: _____

Incorporated under the laws of the State of: _____

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

(Bidder's Signature)

(Corporate Secretary's Signature and Seal)

(Typed or Printed Name of Signor)

SEAL

(Partner/Joint Venture Signature)

(Typed or Printed Name of Signor)

• **Non-Kickback and Non-Collusion Affidavit**

I, being of lawful age and a duly authorized agent for _____, regarding the attached bid, proposal, or contract with the Sikeston Regional Chamber of Commerce, Inc. (SRC) _____, do hereby swear/affirm that this affidavit is true and correct.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other employer for whom I am an authorized agent in this matter, has been a party to any collusion, among bidders or other competitors in restraint of freedom of competition by causing or contributing to cause anyone to refrain from bidding, or by being a party to any agreement or understanding among or between any persons, firms, or corporations to bid at a fixed or determinable price.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other employer for whom I am an authorized agent have been a party to any collusion with any official or employee of the SRC as to quantity, quality, or price in this prospective bid, contract or proposal; or any other terms of said undertaking; nor have I or we been a party to any discussion between other competitors and any official of the SRC concerning the exchange of money or other things of value for special consideration in the letting of this bid, proposal, or contract.

I do hereby swear/affirm that the work, contractual undertaking, services, or materials as described by this invoice or other billing claim has been delivered, completed, or supplied in accordance with the specifications, orders, bids, requests, or contract furnished and executed by the SRC, Missouri for the above-mentioned bid. Furthermore, no consideration, either directly or indirectly, has or will be made to any elected official, officer, or employee of the SRC or any other person, firm, or corporation to obtain payment of the claim or to procure the contract or purchase order pursuant to which this claim is made.

Bidder's Signature

Please type or print the name and address of bidder.

Phone Number _____

STATE OF _____)

) SS

COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the forgoing instrument and acknowledged that they executed the same as their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ County, _____, the day and year first above written.

Signature Notary Public

My Commission expires: _____

- **Contract Work Hours and Safety Standards Act (contracts exceeding \$100,000 that involve the employment of mechanics or laborers)**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- **Rights and Remedies for Breach, Penalties and Sanctions (contracts exceeding \$250,000)**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C.1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- **Termination for Cause and for Convenience (contracts exceeding \$10,000)**

Termination for Convenience

The Sikeston Regional Chamber of Commerce, Inc. (SRC) reserves the right to terminate the contract at any time, for the convenience of the SRC, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall, at the option of the SRC, become the property of the [government entity]. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the SRC pursuant to the contract prior to the effective date of termination.

Termination for Cause

a. In the event of material breach of the contractual obligations by the contractor, SRC may cancel the contract. At its sole discretion, SRC may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide [government entity] within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, SRC will issue a notice of cancellation terminating the contract immediately. If it is determined SRC improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

c. If SRC cancels the contract for breach, SRC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as SRC deems appropriate and charge the contractor for any additional costs incurred thereby.

- **Clean Air Act and Clean Water Act (contracts exceeding \$150,000)**

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Clean Water Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

(a) A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA).

(b) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 7413) and Section 308 of the Clean Water Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

(d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

- **Debarment and Suspension (Federal and State)**

Contractor certifies that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal or State of Missouri assistance programs or activities. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

- **Businesses Registered to Do Business in Missouri and in Good Standing**

The Contractor must provide proof that they are registered to Do Business in Missouri and a copy of a Certificate of Good Standing with the State of Missouri to ensure that its vendors, contractors, or subcontractors are registered and in good standing with the State of Missouri.

- **Prohibition on Employment of Unauthorized Aliens/E-Verify Participation Requirement (§§ 285.525 – 285.550, RSMo)**

Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully authorized to work in the United States.

Pursuant to section 285.530, RSMo, for contracts in excess of \$5,000, Contractor affirms its enrollment and participation in a federal work authorization program (as of the date hereof, the Employment Eligibility Verification Program (E-Verify) authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended).

In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- a. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- b. The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

- **Access to Records and Record Retention**

Contractor shall maintain records in accordance with requirements prescribed by Treasury, the State of Missouri, with respect to all matters covered by this contract. Such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract. If, however, any litigation, claim or audit is started before the expiration of the five-year period, then records must be retained for five years after the litigation claim or audit is resolved.

All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

Contractor must give the State, DED, Treasury, Treasury's Office of the Inspector General, the Government Accountability Office, the Missouri State Auditor, and their authorized representatives, access to any records (electronic and otherwise) of Contractor related to this Subaward in order to conduct inspections, audits, or other investigations. Contractor must also give timely and reasonable access to its personnel for the purpose of interview and discussion related to such records.

- **General Reporting Obligations**

The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required by Treasury, the State of Missouri or the local government entity. The Contractor further agrees to require any subcontractors to submit reports that may be required and to incorporate such language in its agreements.

- **Domestic preferences for procurements (goods, products, materials)**

Buy American Preference. Recipients of ARPA funds are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under this Award.

- **Anti-Discrimination against Israel Act (§ 34.600, RSMo, passed in 2020)**

Contractor certifies that it is not currently, and will not for the duration of the contract, engage in a boycott of goods or services from: (a) the State of Israel; (b) companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or (c) persons or entities doing business in the State of Israel, and agrees to not engage in these activities for the duration of this contract.

- **Text Messaging while Driving**

Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

- **Contract**

The Contract shall be in substantially the form of AIA A105, Standard Short Form of Agreement between Owner and Contractor. It shall include the terms required by the ARPA grant funds used to fund a portion of this project. Those terms are substantially set forth in this Bid Packet.

- **Description of Work**

The General Contractor will perform all items of work and all contracts for the Project to renovate the first floor, second floor and some exterior work of 215 N. New Madrid as described below and in the attached architectural and engineering drawings provided by Levine Associates.

Main level:

- Demolition of existing interior walls and ceilings, etc.
- Wood framed walls with drywall, finished and taped, vinyl floor base
- Restriping and installation of new parking bumpers in south parking area, including an ADA parking space
- Reworking the south stairs to include a ramp and new ADA compliant guard and handrail
- New ADA restroom
- New flooring throughout such as LVT or carpet, with tile in the restrooms
- New acoustic ceiling tile, replacing existing fluorescent lights with LED lay-in lights
- Using the existing HVAC system and reworking the ductwork to accommodate the new layout
- Re-roofing the building including both the flat roof and shingled roof portions, adding new sloped insulation to increase roof drainage

Second floor:

- Remove and replace all flooring with LVT or carpet
- Replace door hardware with accessible/lever hardware
- Replace fluorescent lights with LED lights, and replace 8-fuse panel with new breaker panel
- Repaint walls, trim and ceilings
- Add toilet partition around toilet, replace existing restroom fixtures
- Replace (2) RTUs using existing ductwork, install new exhaust

EXHIBIT A

Sikeston Regional Chamber Conflict of Interest Policy

The Sikeston Regional Chamber of Commerce, Inc. (Chamber) will follow these guidelines which are consistent with the Federal Conflict of Interest Policy (2 CFR 200.318).

The following standards of conduct covering conflicts of interest shall apply to all employees, officers, or agents of the Chamber.

- No employee, officer, or agent of the Chamber may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- The agents, officers and employees of the Chamber are expressly prohibited from accepting directly, or indirectly, from any person, company, firm, or corporation to which any purchase order or contract is, or might be awarded, any rebate, gift, money, or anything of value whatsoever, except when given for the use and benefit of the Sikeston Chamber.
- Any employee, officer or agent of the organization who violates the provisions of this policy shall be subject to the appropriate disciplinary actions of the Chamber President/CEO and/or Board of Directors, and prosecution if appropriate, and upon conviction may be punished accordingly.

EXHIBIT B

Sikeston Regional Chamber Procurement Policy

The Sikeston Regional Chamber of Commerce, Inc. (Chamber) will follow the Federal General Procurement standards identified in 2 CFR 200.317 through 200.327 when the source of funds for the procurement at issue is via grant or public funds.

Purpose: This purchasing manual has been prepared to formalize in writing the purchasing policies and procedures of the Chamber. This manual provides policies and procedures designed to improve organizational efficiency and provide well-defined procedures.

Responsibility: It is the responsibility of each employee to become and remain knowledgeable of and comply with the provisions of this manual. Compliance with the provisions of the manual is considered a condition of employment.

Limits: Nothing contained in any policy or procedure herein is, nor shall be construed to mean or confer to any employee or group of employees, any privilege, benefit, or consideration, greater or lesser, than those provided by law and sound management practices as determined by the Chamber.

Managements Role: The President functions as the Chief Executive Officer and is the administrative head of the Chamber. The President, along with the Chamber Executive Board is responsible for exercising management control over all Chamber departments, divisions, and employees, specifically: to make all appointments to offices and positions; to see that the policies and guidelines are enforced.

Definitions: Purchasing Agent -The President, Vice President, Chamber Director, Administrative Director, or their designee serves as the Purchasing Agent, or Agent. The Administrative Director serves as the Treasurer, or their appointee as approved by the President/CEO.

Contractual Services: Contractual Services means and includes any service provided to the Chamber as evidenced by a properly approved and executed contract for service in writing. The term shall not include professional and other contractual services which are unique in nature.

Conflict of Interest: No employee, officer, or agent of the Chamber may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Gifts and Rebates: The agent, and every officer and employee of the Chamber is prohibited from accepting directly, or indirectly, from any person, company, firm, or corporation to which any purchase order or contract is, or might be awarded, any rebate, gift, money, or anything of value whatsoever, except when given for the use and benefit of the Chamber.

Penalties: Any person who violates the provisions of these guidelines shall be subject to the disciplinary actions of the Chamber's personnel policy.

Competitive Bidding: All purchases of, and contracts for supplies and contractual services shall be based wherever possible on competitive quotes and/or bidding.

Emergency Purchases: In case of an apparent emergency which requires immediate purchase of supplies, or contractual services, the President/CEO shall be empowered to authorize the agent to secure at the lowest obtainable price, any supplies, or contractual services regardless of the amount of the expenditure.

Local Vendor Preference: The President/CEO may develop a local vendor preference schedule to be applied to bids received from any vendor maintaining a currently operating business located within the region as they see fit.

Standard of Conduct: The Chamber is prohibited from doing business with any suspended or debarred parties. The President/CEO or his/her designee will check with the Missouri Secretary of State's office to ensure that any contractor or subcontractor doing business with the Chamber is in good standing with the State of Missouri.

Buy American Policy: The Chamber shall purchase goods manufactured, assembled, or produced in the United States when possible unless the purchase of American goods would increase the cost by more than ten percent (10%).

Minority Policy: Minority, woman owned firms and small businesses shall be solicited whenever they are a potential source.

PURCHASES LESS THAN OR EQUAL TO \$10,0000

The Chamber shall utilize informal procurement methods as described in 2 C.F.R. 200.320(a)(1)

The Chamber may award such purchases without soliciting competitive price or rate quotations if the Chamber considers the price to be reasonable based on the purchasing agent's research, experience, purchase history or other information.

The Purchasing Agent shall document the file with the research or other knowledge used to determine the reasonability of the price.

To the maximum extent possible, the Chamber will distribute micro-purchases equitably among qualified suppliers.

PURCHASES AND/OR PROFESSIONAL SERVICES \$10,001 TO \$250,000

The Chamber shall obtain price or rate quotations from at least three (3) qualified sources, if possible.

Minority, woman owned firms and small businesses will be solicited whenever they are a potential source.

The Chamber Purchasing Committee shall review each of the price or rate quotations obtained and determine the lowest and best price or rate quotation. The committee will then refer this quote to the President/CEO or the designated purchasing agent to award the purchase and complete any necessary contracts.

The Chamber Professional Services Committee will review the services quotes obtained and determine the lowest and best price or rate quotation. The committee will then refer this quote or rate to the President/CEO or the designated purchasing agent to award the services purchase and complete any necessary contracts.

PURCHASES AND/OR PROFESSIONAL SERVICES \$250,001 OR HIGHER

Formal procurement methods as described in 2 C.F.R. 200.320(b) shall be used.

Sealed bids shall be required for purchases of \$250,001 and higher when feasible. Sealed bids are feasible when:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsive bidders are willing and able to compete effectively for the business, and
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If Sealed bids are used, the following conditions apply:

- Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening bids.
- The Invitation for Bid (IFB) will be publicly advertised.
- The IFB will include any specifications and pertinent attachments and must define the items or services so that the bidder can properly respond
- All bids will be opened at the time and place prescribed in the IFB
- All bids will be opened publicly
- A firm fixed price contract award will be entered into in writing to the lowest and best bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- Any or all bids may be rejected for a sound documented reason, such as failure to comply with the IFB requirements and specifications.
- Minority, woman owned firms and small businesses shall be solicited whenever they are a potential source.

If sealed bids are not feasible, the Competitive Proposal method shall be used.

- The Request for Proposal (RFP) or Request for Qualifications (RFQ) must be publicized.
- The RFP or RFQ must identify all evaluation factors and their relative importance.
- All responses to the RFP or RFQ will be considered to the maximum extent practical;
- A written method for conducting the evaluation of the RFP or RFQ and selecting the winning RFP or RFQ will be utilized.
- The award will be made to a responsive offeror whose proposal is the most advantageous to the Chamber, with price and other factors considered.
- Minority, woman owned firms and small businesses should be solicited whenever they are a potential source.
- For architectural/engineering professional services ONLY, the Chamber may use competitive proposal procedures for qualifications based procurement. In this circumstance, the offeror's qualifications are evaluated and the most qualified offeror will be selected, subject to negotiation of fair and reasonable compensation.

Performance Bonds

The President/CEO shall have the authority to require a performance bond, before entering into a contract, in such amount as he/she finds reasonably necessary to protect the best interests of the Chamber.

General Notice of Inviting Bids Procedure

a. Notice inviting bids shall be published on the Chamber's website at www.sikeston.net at least five (5) days preceding the last day set for the receipt of proposals. The Chamber will advertise in a local newspaper or newspapers when required by law. The Chamber may also employ additional public notice methods including, when deemed advantageous, newspaper advertisement, social media postings, or direct contact with vendors.

b. The notice shall include all of the information required under either the sealed bid procedure or the competitive proposal method.

1. Sealed bids shall be submitted to the Chamber and the Chamber shall mark on the outer face of the envelopes the time and date received and secured at the Chamber office.

2. Bids shall be accepted until the specified date and time of the bid opening.

3. Late bids (any bid received after the specified bid opening date and time) shall not be accepted, unless approved otherwise by the President/CEO.

Bid Committee

The bid committee shall consist of the following: President/CEO, Chamber staff as designated by the President, and the Professional Services Committee when designated by the President.

Bid Evaluation

An evaluation committee shall be assigned by the Chair of the Bid Committee.

The committee shall:

- Follow the procedures for evaluation as set forth above for sealed bids or competitive proposals
- Analyze each return for completeness and compliance with specifications.
- Analyze which bid or bids are best in compliance with specifications.
- Apply "local vendor preference" modifier.
- Rank bids from one (1) most desired to (x) least desired.
- Return ranking and all bid material to purchasing representative.

Bid Award: The requesting Department Head shall recommend the most desired vendor, which shall in every case be the lowest and best bid, unless the competitive proposal method is employed for architectural/engineering services.

1. When the most desired vendor is not the lowest bidder, a detailed explanation of why the lowest bid was not recommended shall be documented.
2. The agent shall notify the President/CEO and shall forward the recommendation to the Board for approval or disapproval or other action which the Board may deem appropriate.
3. Upon award, the Chamber or its designee shall notify the successful bidder, prepare, and execute all contracts and arrange for delivery. (The original of all executed contracts shall be forwarded to the Administrator and Executive Vice President.)
4. All purchases requiring license and/or insurance shall be so covered prior to being placed in service.
5. No contract or purchase shall be subdivided to avoid the requirements of this article.

Rejection of Bids

The Chamber shall have the authority to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the Chamber's interest will be served thereby.

MAINTENANCE OF APPROVED GRANT FINANCIAL DOCUMENTATION

Generally: The Grant Project Manager and administrative office will maintain all original financial documents pertaining to any approved grant application, and all subsequent financial documentation pertaining to the grant activity and/or correspondence up to and through the closure of the grant. Administrative or compliance documentation will be maintained by the department/division initiating the grant.

Procedures

- a) Upon notice of a grant award the department/division responsible for initiating the grant application (Project Manager) will forward copies of all original working documents generated during the application process, with the Notice of Grant Award, to the Chamber Administrator.
- b) Copies of all subsequent financial documentation (change orders, budget amendments) relating to a specific grant will be forwarded to the Administrator for inclusion in the central grant working file.
- c) Checkbooks, bank statements, canceled checks, third party receipts and managerial documentation, including notification of closure, for all grants will be maintained in the central grant working file.
- d) All grant documentation will be current and available for review by appropriate staff members and by independent auditors.