ADVERTISED BID

CITY OF ST. LOUIS

OFFICE OF THE SUPPLY COMMISSIONER
1200 MARKET ST RM 324
ST LOUIS MO 63103-2842

... We agree to furnish the following articles to the City of St. Louis, free of any extra charges, in the quantity named and at the prices respectively stated:

REQUEST FOR QUOTE	PAGE
41513Q1123	1

ADDRESS CORRESPONDENCE TO

TO

SHIP TO

PUB. UTILITIES-WATER DIVISION
CHAIN OF ROCKS WATER PLANT
CONSTRUCTION & MAINT. SECTION
10450 RIVERVIEW BLVD
ST LOUIS MO
63137

SEE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTATION SHEET.

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/12				

REPLY DUE BY: 10/04/12 **12:00 O'CLOCK NOON**

NEEDED BY DATE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REQ LINE NUMBER : 0001					
	3	EACH	CITY	415CS40		
	CONSPEC SILANE 40, LIQUID PENETRATING SEALER					
	FOR CONCRETE SURFACES IN 55 GALLON DRUMS AS PER ATTACHED SPECIFICATIONS.					
	BUDGET ITEM REGULAR REQUISITION COST CENTER 4382 ITEM TO BE DELIVERED TO CHAIN OF ROCKS WATER TREATMENT PLANT, 10450 RIVERVIEW DR. ST. LOUIS, MO. 63137					
	QUESTIONS:CONTACT JOE GRAF @ 314-592-8297 DELIVERY TIMES:7:00AM-3:00PM MON.-FRI. EXCEPT HOLIDAYS COMPLETE ORDERS ONLY.					
	********** WEBSITE INFORMATION **********					
	* TO DOWNLOAD SUPPLY BIDS GO TO: *					
	* HTTP://STLOUIS-MO.GOV/SUPPLY/BID-NOTICES.CFM *					
	* CLICK ON BID NOTICES *					
	OR ACCEPTABLE EQUAL CLEARLY STATE MFG., NO. & BRAND					
	VENODR MUST SUBMIT DETAILED INFORMATION WITH BID ON PRODUCT OFFERED					
					TOTAL →	

NAME OF FIRM	STATE DELIVERY:	COMPTROLLER Date
ADDRESS	CALENDAR DAYS	
CITY STATE	SIGNED BY:	SUPPLY COMMISSIONER Date
PHONE Area Code ( )		

ADVERTISED BID

CITY OF ST. LOUIS

OFFICE OF THE SUPPLY COMMISSIONER
1200 MARKET ST RM 324
ST LOUIS MO 63103-2842

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09/21/12				

REPLY DUE BY: 10/04/12 **12:00 O'CLOCK NOON**

NEEDED BY DATE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	IF FREIGHT OR DELIVERY CHARGE TO BE BILLED, IT MUST BE INCLUDED IN THIS QUOTE OR IT WILL NOT BE PAID. ( ) FREIGHT IS INCLUDED IN THE QUOTED UNIT PRICE. ( ) WE WILL CHARGE FREIGHT/DELIVERY IN THE AMOUNT OF: $ ---------- IT IS THE POLICY OF THE SUPPLY DIVISION THAT ALL BIDS/ CONTRACTS AWARDED IN THE AMOUNT OF $500.00 AND ABOVE ADHERE TO THE MAYOR'S EXECUTIVE ORDER #28 WHICH REQUIRES MINIMUM UTILIZATION OF MINORITY OWNED BUSINESSES OF 25% AND WOMEN OWNED BUSINESSES OF 5%. ALL VENDORS MUST COMPLY WITH THIS POLICY AND ALL OTHER PROVISIONS OF EXECUTIVE ORDER NO. 28. IMPORTANT REQUIRED BID FORM(S) ATTACHED: VENDOR MUST COMPLETE, SIGN & RETURN THE ENCLOSED BUY AMERICAN FORM WITH THEIR BID. **BID REQUEST AND ATTACHED FORM/S MUST BE COMPLETELY FILLED OUT AND SIGNED.IF NOT, BID MAY BE REJECTED.** PLEASE QUOTE PRICES ON THIS FORM AND SIGN BID. * VENDORS SHOULD NOTE IF THEY ARE MINORITY OR WOMEN OWNED BUSINESS (CHECK) MBE ---------- WBE----------					
					TOTAL →	

NAME OF FIRM	**STATE DELIVERY:**	COMPTROLLER Date
ADDRESS	CALENDAR DAYS	
CITY STATE	SIGNED BY:	SUPPLY COMMISSIONER Date
PHONE Area Code ( )		

ADVERTISED BID

CITY OF ST. LOUIS

OFFICE OF THE SUPPLY COMMISSIONER
1200 MARKET ST RM 324
ST LOUIS MO 63103-2842

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10450 RIVERVIEW BLVD
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/12				

REPLY DUE BY: 10/04/12 **12:00 O'CLOCK NOON**

NEEDED BY DATE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

ALL BIDS MUST INCLUDE COMPLETED "BUY AMERICAN" AND "MINORITY/WOMEN UTILIZATION STATEMENT" FORMS, AND ANY SUPPLEMENTAL INFORMATION REQUIRED. ANY QUESTIONS SHOULD BE DIRECTED TO THE BUYER.

*** BID RESULTS MAY BE AVAILABLE 30 DAYS AFTER OPENING DATE. IF YOU DESIRE BID RESULTS, PLEASE INCLUDE A SELF ADDRESSED STAMPED ENVELOPE WITH YOUR BID. ***

NOTICE RE: ORDINANCE #60643

A CITY OF ST. LOUIS BUSINESS LICENSE IS REQUIRED IF YOU MEET ANY OF THE FOLLOWING (CHECK AS APPROPRIATE):
----- BUSINESS IS LOCATED WITHIN THE CITY LIMITS
----- DELIVERY WITHIN CITY LIMITS IS BY COMPANY TRUCK
----- SALES CALLS MADE WITHIN THE CITY LIMITS

PLEASE TYPE NAME OF CONTACT PERSON FOR THIS BID:
NAME: _____
FAX: _____
E-MAIL: _____

::
BIDS WILL BE AWARDED BASED ON OFFICIAL SPECIFICATIONS PROVIDED BY SUPPLY DIVISION ONLY & ANY RELATED ADDENDA. ALL INQUIRIES MUST BE IN WRITING (LETTER/E-MAIL/FAX) TO THE FOLLOWING BUYER:
BILL FULKERSON - FULKERSONB@STLOUIS-MO.GOV
FAX# 314-622-4141 PHONE# 314-622-4250
::

TOTAL →

NAME OF FIRM	STATE DELIVERY:	COMPTROLLER Date
ADDRESS	CALENDAR DAYS	
CITY STATE	SIGNED BY:	SUPPLY COMMISSIONER Date
PHONE Area Code ( )		

T E C H N I C A L D A T A

Conspec Silane 40

Liquid Penetrating Sealer for Concrete Surfaces

Description

Conspec Silane 40 is a non-water base deep penetrating sealer designed to protect concrete and masonry surfaces, decks, pavements, parking structures, ramps, bridges, marine platforms, etc.. Conspec Silane 40 protects against the corrosive effects of de-icing salts (chloride screen) moisture and weathering, to prevent the spalling and deterioration of concrete structures. V.O.C. compliant.

Manufacturer

Conspec
4226 Kansas Avenue
Kansas City, Kansas 66106
Customer Service (800) 348-7351
Technical Service (877) CONSPEC

Use

- Any Concrete Structures
- Parking Structures
- Lane Barriers
- Bridges
- Ramps
- Marine Platforms
- Masonry structures

Benefits

- Provides excellent chloride screen
- Extremely high alkali resistance
- Dries tack-free and skid-resistant
- Long lasting protection for new as well as old concrete surfaces
- Reduces the effects of freeze-thaw chlorides and weathering on concrete structures
- V.O.C. compliant

Architectural Specifications

Protective Silane Sealer: All concrete surfaces exposed to moisture, freeze-thaw, and/or deicing salts shall be protected by a (40%) solids silane. Material shall have a minimum chloride screen of (98%) when tested in accordance with NCHRP #244. Approved Products: Conspec Silane 40 or approved equivalent.

Application

New Concrete

Surface should be well cured (28 day minimum) using water, wet burlap, polyethylene curing paper, or dissipating resin based curing compound. Surface should be free of all dust, debris, oil and other contaminates. All joint sealant and caulks and patching should be in place before applying Conspec Silane 40 .

Old Concrete

Remove dirt, dust, tar, oil, etc. with pressure wash and Conspec Solvent 101. Membrane of any kind should be removed.

Application

Equipment

Roller, brush or low pressure sprayer.

Horizontal Surfaces

Flood surface using low pressure sprayer (airless sprayer 10 psi to 20 psi), roller, brush or broom. Broom or squeegee Conspec Silane 40 around for even distribution. Let the surface

Technical Data

Meets the following specifications:

1. Federal Specifications SS-W-110C
2. Alberta Transportation and Utility procedure (ATST2a)

Type	Organofunctional siloxane and silane
Shelf Life	12 months
Solvent	Solvent-based
Active Solids	40%

Data	Value	Test Method
Chloride Screened	98%	NCHRP #244 Test Method On application 100 sq.ft./gal.
Repellency Factor	98.6%	NCHRP #244 Test Method
Water Absorption	0.364%	ASTM C-642 24 Hours
Scaling Resistance	No Scaling	ASTM C-672 50 cycles & 125 cycles

absorb the Conspec Silane 40 solution and follow-up immediately with a second application before the surface dries "wet on wet" method. Redistribute any puddles or free standing material.

Vertical Surfaces

Apply by sprayer, roller or brush in two applications from bottom up. Be sure to apply "wet on wet" method as described for horizontal surface. For vertical surfaces let the material run down 5 to 20 inches saturating the surface from contact point of spray. Follow up with second application before surface dries.

Clean Up

Use Conspec Solvent 101 to clean tools and equipment.

Composition

Conspec Silane 40 is composed of organofunctional Alkyl Alkoxy Silane in suitable petroleum hydrocarbon solvent.

Packaging

55 gallon drums
5 gallon pails
1 gallon cans (6 to a case)

Limitations/Precautions

Keep out of reach of children. Do not take internally. Avoid prolonged contact with skin. If swallowed, do not induce vomiting - call physician. If splashed in eyes, wash repeatedly with clean water and call physician. Keep away from heat, sparks and open flame.

Recommended Safety Equipment: Rubber gloves, goggles and provide adequate ventilation if applied in areas of poor or inadequate ventilation, use mine safety appliances, mask and canister:

Organic Vapor Mask
(No. 457081)
Organic Vapor Canister
(No. 77705GAM)

Avoid hazards by following all precautions found in the Material Safety Data Sheet (MSDS), product labels and technical literature. Please read this information prior to using the product.

Not suitable for asphaltic surfaces. Use only in well ventilated areas. Protect glass, metal and other non-masonry surfaces from over spray. Do not use at temperature below 40°F (4°c). Do not use over curing membrane. Apply to surfaces with "properly designed" concrete mixes. Conspec Silane 40 initial cure will be in 16 to 24 hours. Maximum cure will require up to 7 days.

V.O.C. Content

Less than 600 g/l. Complies with Federal V.O.C. standards for Water Repellent Sealers. Do not thin or dilute.

Coverage Rate	
Exact coverage will depend upon the porosity of surface and density	
Concrete (broom finish)	100 sq. ft./gallon
Concrete (smooth)	125-175 sq. ft./gallon
Concrete (steel trowel finish)	150-200 sq. ft./gallon
Stucco	100-150 sq. ft./gallon
Exposed Aggregate	100-150 sq. ft./gallon
Concrete Block	75 sq. ft./gallon

Warranty

Conspec warrants, for 12 months from the date of manufacture or for the duration of the published product shelf life, whichever is less, that at the time of shipment by Conspec, the product is free of manufacturing defects and conforms to Conspec's published specifications in force on the date of acceptance by Conspec of the order. Conspec shall only be liable under this warranty if the material has been applied, used, and stored in accordance with Conspec's instructions in this technical data sheet. The purchaser must examine the product when received and promptly notify Conspec in writing of any non-conformity before the product is used, or no later than 30 days after such non-conformity is first discovered. If Conspec, in its sole discretion, determines that the product breached the above warranty, it will, in its sole discretion, replace the non-conforming product, refund the purchase price or issue a credit in the amount of the purchase price. This is the sole and exclusive remedy for breach of this warranty. Only a Conspec officer is authorized to modify this warranty. The sales information on the Conspec website and received by the customer during the sales process does not supersede this warranty and the specifications of the product in force on the date of sale. THE FOREGOING WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OTHERWISE ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM, TRADE OR OTHERWISE.

Limitation of Liability

Conspec shall not be liable in contract or in tort (including, without limitation, negligence, strict liability or otherwise) for loss of sales, revenues or profits; cost of capital or funds; business interruption or cost of downtime, loss of use, damage to or loss of use of other property (real or personal); failure to realize expected savings; frustration of economic or business expectations; claims by third parties (other than for bodily injury), or economic losses of any kind; or for any special, incidental, indirect, consequential, punitive or exemplary damages arising in any way out of the performance of, or failure to perform, this Agreement, even if Conspec could foresee or has been advised of the possibility of such damages. The Parties expressly agree that these limitations on damages are allocations of risk constituting, in part, the consideration for this agreement, and also that such limitations shall survive the determination of any court of competent jurisdiction that any remedy provided in these terms or available at law fails of its essential purpose.

Storage

Conspec Silane 40 should be stored in tightly sealed original factory containers. Store in a horizontal position to prevent moisture accumulation on the drum head. Do not allow to freeze.

Technical Services

Complete technical and specification services are available from the manufacturer and their authorized representatives and distributors.

001000070002

CITY OF ST. LOUIS
DEPARTMENT OF FINANCE
OFFICE OF THE SUPPLY COMMISSIONER

FREDDIE L. DUNLAP
SUPPLY COMMISSIONER

FRANCIS G. SLAY
MAYOR

1200 MARKET STREET
ROOM 324
ST LOUIS, MO 63103-2819
(T): (314) 622-4580
(F): (314) 622-4141

ATTENTION BIDDERS

Please carefully review all information requested in this bid package.

Failure to submit requested samples, literature or any other requested information may result in disqualification of your bid or any portion of your bid.

Also the reasons indicated below may disqualify your bid. If you have any questions, call the buyer indicated in this bid package.

This form must be returned with your bid.

- Two or more bids submitted for one item, unless instructed to do so. (item rejected)
- Signature missing on bid or any required form.
- Buy American Form not completed or returned. (may be rejected)
- M/WBE Form not completed or returned. (may be rejected)
- Altered or erased unit prices must be initialed.
- Faxed bid, unless specifically requested (will be rejected).
- FOR CONTRACTS ONLY: Please provide your DUNS # _____
- FOR CONTRACTS ONLY: Failure to submit required Bond by the date indicated.

I certify that I have read and understand the information above.

_____ Manual Signature

_____ Date

ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT

The City of St. Louis has enacted an ordinance relating to the purchase of domestic products by City government, with penalty provisions. The ordinance amends Section 5.58.010 Revised Code of the City of St. Louis, 1986, as amended by adding thereto new subsections dealing with the requirement that the Supply Commissioner or his designee give preference to goods or commodities manufactured in the United States of America, stating exceptions to said policy. Sections one through six are reprinted below.

Section One. Section 5.58.010 Revised Code of the City of St. Louis is hereby amended by adding the following language: Each solicitation to bid and the method of describing the items to be bid upon of any goods or commodities sought to be purchased by the Office of Supply Commissioner, and any contract entered into by and on behalf of the City of St. Louis and executed by the Mayor and/or the Comptroller of the City of St. Louis wherein the construction, alteration, repair or maintenance of any public works is the subject of the contract so executed, shall contain a provision that the goods or commodities furnished or used in the furtherance of said project by any contractor or subcontractor, manufacturer or supplier as the case may be, shall be manufactured, assembled or produced in the United States, and said requirement as defined above shall be stated in said bid.

Section Two. The provision of Section One of this Ordinance shall not apply in the following instances:

(i) Where the item purchased as the contract entered into for repairs or renovation is less than One Thousand ($1,000.00) Dollars.

(ii) Where no line of a particular good or product is manufactured, assembled or produced in the United States.

(iii) Where the acquisition of United States manufactured or produced goods would increase the cost by more than (10%) percent.

Section Three. The certificate required by this section shall specify the nature of the contract, the product being purchased or leased, the names and addresses of the United States manufacturers and producers contracted by the Commissioner or the project architect or engineer, and an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten percent.

Section Four. No public agency may authorize, provide for, or make any payment to any vendor or contractor upon any contract in violation of section 2 of this act. Prior to the awarding of the bid and before any public agency authorizes, provides, or makes payment to any vendor or contractor upon any contract to which section 2 or 6 of this act applies, the vendor or contractor shall provide proof of compliance with section 2, and, if applicable, section 6 of this act. Any vendor or contractor who knowingly misrepresents any material fact to the public agency concerning the origin of any manufactured goods or commodities shall be guilty of a Class A misdemeanor.

Section Five. Sections 1 to 6 of this act shall apply only to contracts and subcontracts entered into after the effective date of this act, and shall not limit the use or supply of manufactured goods or commodities purchased or leased prior to the effective date of this act.

Section Six. Nothing in sections 1 or 6 of this act is intended to contravene any existing treaty, law, agreement, or regulation of the United States. All contracts under section 1 or 6 of this act shall be entered into in accordance with existing treaty, law, agreement, or regulation of the United States including all treaties entered into between foreign countries and the United States regarding export-import restrictions and international trade and shall not be in violation of sections 1 to 6 of this act to the extent of such accordance.

Interpretations and Guidelines

Section One: "Shall be manufactured" is interpreted to mean to make or process a raw material into a finished product or to turn-out in a mechanical manner. "Assembled" is interpreted to mean to fit or to join together the parts, gather, or to congregate in a manufacturing environment. "Produced" is interpreted to mean to create by manual or physical effort, to make or yield to customary product or products.

Section Two (I) This is interpreted to mean less than one thousand dollars in aggregate (total purchases).

(III) When applying this subsection, multiply the cost of the foreign product by ten percent and compare the cost to the American product. If the American product cost is less than the sum of the cost of the foreign product plus ten percent, the award will be made to the vendor bidding the American product. The price paid by the City of St. Louis will be the actual price bid by the winning bidder.

Section Three: "Could not supply sufficient quantities" is interpreted to mean in order to meet the using agency's delivery schedule and in quantity specified.

Section Four: The vendor's authorized representative must complete a self-certification form, as required by the existing procedures previously indicated. These certification forms will be used to determine whether the manufacturer or producers could, or could not supply sufficient quantities, or the cost of the products would increase the contract by more than ten percent.

Prior to the City awarding the bid, the vendor shall provide certification that the product being bid is manufactured, assembled or produced in the United States or there is an existing treaty, law or regulation whereby the product bid shall be treated the same as product manufactured, assembled or produced in the United States. The procuring agency shall accept the self certification in order to apply the percentage differential that is applicable under this law. Failure to provide certification shall cause the city to presume that such product is not American made and preference shall not be considered for that product.

CERTIFICATION FORM
ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT
(BUY AMERICAN)

Bidders are advised of legislation enacted by the City of St. Louis which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured, assembled or produced in the United States, unless obtaining American made products would increase the cost of this contract by more than ten percent.

Section Four requires the vendor or contractor to certify his compliance with this legislation and if applicable, Section Six, if preference is claimed.

This legislation does not apply if the total bid is less than one thousand dollars ($1,000.00).

Bids received will be evaluated on the basis of this legislation. Certificates of compliance must be completed and returned to be considered for preference. Failure to provide certification shall cause the City to presume that such product is not American made.

☐ **CERTIFICATION**
If **all** the specified goods or products are manufactured, assembled or produced in the United States, check box at left and complete certification at the bottom of this form.

☐ **SECTION SIX CERTIFICATION**
If any or all of the specified goods or products are manufactured, assembled or produced in a country other than the "United States", and exemption is requested because such product is Fair Trade Product: (a) list the country, other than the United States, where each good or product you propose to furnish is manufactured, assembled or produced; (b) check box at left of this paragraph and list corresponding commodities and (c) complete Section Six Documentation portion below.

Item Number(s)	Location Where Item Manufactured, Assembled or Produced

☐ **SECTION SIX DOCUMENTATION**
The specified goods or products are treated as manufactured, assembled or produced in the United States under an existing treaty, law, agreement or regulation of the United States regarding export-import restrictions and international trade. List item Number(s) and Treaties covering item below.

_____

_____

_____

DEFINITIONS

MANUFACTURED - to make or process a raw material into a finished product; create, or to produce or to turn-out in a mechanical manner.
ASSEMBLED - to fit or join together the parts in a manufacturing environment.
PRODUCED - create by manual or physical effort, to make or yield the customary product or products.

MUST BE COMPLETED AND SIGNED

I hereby certify that the above information is true and correct and further certify that this statement complies with all provisions of Section 5.58.010 Revised Code of the City of St. Louis, 1985, as amended.

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY: _____
(SIGNATURE and TITLE)

CITY OF ST. LOUIS/SUPPLY DIVISION
MINORITY/WOMEN BUSINESS ENTERPRISES FORM
(M/WBE FORM)

A. Mayor's Executive Order #28, Section Six - Supply Contracts

1. The goal of the City of St. Louis is that 25% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Minority Business Enterprises (MBEs) and that 5% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Women's Business Enterprises (WBEs).
2. All contracts let by the Supply Division for the purchase or lease of materials, equipment, supplies, commodities or services, the estimated cost of which exceeds $500, shall be subject to this goal.
3. The methods by which the Supply Commissioner shall pursue this goal shall include but not be limited to the following:
   a. The Supply Commissioner shall solicit bids from minority business enterprises and women's business enterprises certified to supply the required materials, equipment, supplies or services;
   b. St. Louis Airport Authority (SLAA) shall provide the Supply Commissioner with a list of minority business enterprises and women's business enterprises qualified to provide each of those commodities that the Supply Commissioner indicates are required by the City;
   c. The Supply Commissioner shall notify SLAA prior to solicitation of bids whenever no such qualified businesses are available;
   d. SLAA shall attempt to identify such qualified businesses, and if successful, shall notify the Supply Commissioner of their availability; and
   e. The Supply Commissioner shall provide such minority business enterprises and women's business enterprises every practical opportunity to submit bids.
4. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
5. Participation of MBE and WBE firms located outside the St. Louis Metropolitan Statistical Area (SMSA) shall not count toward the goals established in this order.

B. SUPPLY DIVISION POLICY

It is the policy of the Supply Division that all bids/contracts awarded adhere to the Mayor's Executive Order #28. All vendors are encouraged to comply with this policy and all other provisions of Executive Order #28. A copy of Executive Order #28 is available upon request. Each Vendor/ Contractor (bidder) must complete, sign and return this M/WBE Form. Failure to complete, sign and return the M/WBE Form will result in the bid being declared non responsive and your bid may be eliminated.

C. OBLIGATION

The bidder agrees to make a good faith effort to ensure that M/WBE businesses have an opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with City funds. The bidder will take all necessary and reasonable steps to ensure that said businesses have an opportunity to compete for and perform under this bid/contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award and performance of bids/contracts. The Directory of Disadvantaged, Minority and Women Owned Business Enterprises certified by the City of St. Louis, can be viewed at www.mwdbe.org.

CITY OF ST. LOUIS/SUPPLY DIVISION
MINORITY/WOMEN BUSINESS ENTERPRISES FORM
(M/WBE FORM)

D. BID/CONTRACT IDENTIFICATION

Bid #: _____ **or** **Contract Name:** _____

Opening Date: _____ **Your Bid Total: $** _____

If your bid is $500 or higher, please complete Section 'E". We are NOT requesting information on how your company currently supports M/WBE suppliers. We want to know if there are opportunities you might consider to work with M/WBE suppliers for THIS SPECIFIC bid/contract.

E. ASSURANCE

MBE/WBE Goal: 25% MBE and 5% WBE (Minimum Participation)

I, acting in my capacity as an officer of the undersigned bidder(s) if a joint venture, hereby assure the City of St. Louis that on this bid/contract my company **will**: **(CHECK ONLY ONE)**

☐ **Meet or exceed the M/WBE goal with: _____% MBE and _____% WBE Participation**

Proposed MBE Vendor Name: _____ Amount $ _____

Item or materials to be supplied by MBE Vendor: _____

Proposed WBE Vendor Name: _____ Amount$ _____

Item or materials to be supplied by WBE Vendor: _____

☐ **Fail to meet the M/WBE goal, but made a good faith effort to meet the goals as follows:**

_____%MBE and _____% WBE Participation (Enter Proposed Vendor information above.)

☐ **Not meet the M/WBE goal for the following reasons(s):(Check All That Apply)**

	Our Company is an MBE certified by the State of:
	Our Company is a WBE certified by the State of:
	We have contacted suppliers listed in the SLAA Directory but have received no reply
	There are no subcontracting opportunities for this bid/contract
	We are a Dealer and the order will be drop-shipped from the manufacturer to the user
	We are the manufacturer and the order will be drop-shipped from the factory to the user
	A letter of explanation is attached
	Other reason: _____

FIRM NAME: _____ FEDERAL ID NUMBER: _____

SIGNATURE: _____ FAX NUMBER: _____

PRINTED NAME: _____ DATE: _____

TITLE: _____ E-MAIL: _____

CITY OF ST LOUIS, MISSOURI
INSTRUCTION TO BIDDERS (for request for quotations - RFQs)

VENDORS SHOULD CAREFULLY READ THE FOLLOWING INSTRUCTIONS AND TERMS AND CONDITIONS, BEFORE SUBMITTING QUOTATION. **CAUTION: THIS IS NOT AN ORDER**

- Quotations will only be accepted on this form which must be returned in a **sealed envelope**. *The upper left corner of the envelope must include the following information: Vendor Name, Quotation Number and the Due By Date.* This information is also required on any mail delivered next day or overnight.
- Quotations should be typewritten or in ink. Altered or erased unit price(s) must be initialed. One copy of Quotation Sheet must be submitted, please retain a copy for your files.
- The Supply Commissioner reserves the right to reject any or all bids.
- The Supply Commissioner reserves the right to make awards on an item basis or on a total basis.
- Bidders must quote Unit Price(s) and Extension on each item. When an error appears on an extension, the Unit Price(s) will govern.
- When Quotation Sheet requests item(s) by brand name and your quote is for an alternate brand – show brand name(s) with model number(s) and attach full specifications.
- When Quotation Sheet has only a general description(s) of item(s) required – show brand name with model number(s) and attach full specifications.
- Suppliers shall not offer more than one bid on each item. Two or more quotations on the same item may cause a rejection of the bid. Suppliers must determine which one of their many styles or types fully meet the specification.
- Freight or delivery charges must be included in quote, or shown separately on quote, so bid can be evaluated.
- **Bids must arrive no later than NOON** on the date stated or will be rejected. Faxed or E-mailed bids are not accepted unless specifically requested.
- Bids will be publicly opened on the date specified beginning at NOON.
- Prices quoted will be considered firm.
- Bids having an acceptance limit of less than 30 days after opening date may be rejected.
- Time of proposed delivery must be stated in definite terms.
- Failure of Bidder to understand the item(s) requested or any part of the specifications will not be a valid reason for bidding on the wrong item(s). Any questions regarding description of item(s) requested should be cleared with the Buyer listed in the bid document.
- **Samples** when requested must be delivered before actual time of bid opening with each sample plainly tagged showing the name of Bidder, Quotation Number, Brand Name and lot number or quality. Submission of samples does not relieve bidder from meeting the specifications as outlined in the Bid Documents unless the bidder specifically states they are bidding on an alternate.
- All samples are to be submitted to the address listed below unless otherwise stated in Bid Documents.
- Deliveries must be accompanied by a packing slip or invoice, listing the Department, Quotation Number, and the exact quantities of each item included in the shipment.
- ONLY U.S.P., N.F., OR N.N.D. DRUGS ARE ACCEPTABLE. ALL DRUGS MUST COME IN MANUFACTURER'S ORIGINAL PACKAGES, PROPERLY SEALED.
- In the event the successful bidder fails to make delivery of any item or items that meet the conditions and requirements as outlined in this proposal within 7 days of time stated by bidder on face of this quotation sheet, the City reserves the right to purchase said item or items on the "OPEN MARKET" and charge any costs above the BID PRICE to the bidder.
- The laws of the State of Missouri provide that the City of St. Louis pay no State Sales or Use Tax or Federal Excise Taxes and these taxes should be excluded from your bid price. Federal Excise Tax Exemption Certificates will be furnished to successful bidder.
- Suppliers shall save harmless the City of St. Louis from the payment of any and all claims or demands arising out of any infringement, alleged infringement, or use of any patent or patented device, article, system, arrangement, material or process used by him in the execution of this contract.

- Supply Division hours are Monday through Friday – 8:00 A.M. to 5:00 P.M. Main Number: 314-622-4580.

All bids must be submitted in a SEALED ENVELOPE and mailed to:

SUPPLY COMMISSIONER
1200 MARKET ST RM 324
ST LOUIS MO 63103-2842