

ADVERTISED BID
CITY OF ST. LOUIS

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



REQUEST FOR QUOTE
 41514Q1064

PAGE
 1

ADDRESS CORRESPONDENCE TO

... 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:

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PUB UTILITIES/WATER DIVISION
 1640 S KINGSHIGHWAY
 ST LOUIS MO 63110

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

DATE PRINTED 10/03/13	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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REPLY DUE BY: 10/29/13 12:00 O'CLOCK NOON

NEEDED BY DATE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REQ LINE NUMBER : 0001					
	1	EACH	CITY 415LSS			
	AMSCO LAB SMALL SCIENTIFIC LABORATORY STEAM STRERILIZER 20"X20"X38". TO INCLUDE LOADING RACK AND TWO SHELVES, 20"X20"X38", SINGLE DOOR UNIT AND INSTALLATION. SEE ATTACHED SPECIFICATIONS.					
	BIDDING: -----					
	DEPT. CONTACT: JIM KOPP 314-469-1900 X223					
	SEE ATTACHED SPECIFICATIONS					
	OR ACCEPTABLE EQUAL CLEARLY STATE MFG., NO. & BRAND -----					
	VENODR MUST SUBMIT DETAILED INFORMATION WITH BID ON PRODUCT OFFERED					
	STATE BEST GUARANTEED DELIVERY:				A.R.O.	
	ALL ITEMS SHALL BE F.O.B. DESTINATION					
TOTAL →						

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

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<p>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.</p> <p>LIST ITEMS MANUFACTURED, ASSEMBLED OR PRODUCED IN A FOREIGN COUNTRY ON THIS FORM.</p> <p>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: \$ _____</p> <p>PLEASE TYPE NAME OF CONTACT PERSON FOR THIS BID: NAME: _____ FAX: _____ E-MAIL: _____</p> <p>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</p>						
					TOTAL →	

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

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NEEDED BY DATE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>----- SALES CALLS MADE WITHIN THE CITY LIMITS</p> <p>*** 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. ***</p> <p>+++++</p> <p>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: LYNN CRAWFORD, CPPB - CRAWFORDL@STLOUIS-MO.GOV FAX# 314-622-4141 PHONE# 314-622-4716</p> <p>+++++</p> <p>***** WEBSITE INFORMATION *****</p> <p>* * TO DOWNLOAD SUPPLY BIDS GO TO: * * HTTP://STLOUIS-MO.GOV/SUPPLY/BID-NOTICES.CFM * * CLICK ON BID NOTICES *****</p>						
TOTAL →						

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

TECHNICAL SPECIFICATIONS FOR:
AMSCO® LAB 250 Small Laboratory Sterilizer or equivalent
To replace existing Steris sterilizer

ITEM & DESCRIPTION

BIDDER'S DEVIATIONS

The following are the description and specifications for an AMSCO® LAB 250 Small Laboratory Steam Sterilizer to installed at the Howard Bend Laboratory.

FEATURES:

Controls:

Allen-Bradley MicroLogix™ control system with enhanced functionality and user-friendly A-B PanelView Plus™ 600 interface screen.

- Touch-sensitive screen with 18-bit color graphic display
- The display features 320 x 240 resolution color-active matrix (TFT)
- Display is designed with emphasis on human factors and user recognizable symbols
- 20 cycles may be individually selected and programmed
- Compact Flash (CF-Card) memory card slot on operator panel for memory backup/restore
- Help screens for control operation
- Service reprogrammable flash ROM memory
- Program is stored in flash for permanent storage
- Variables are stored in flash memory for permanent storage

Door:

Vertical sliding door with manual operation.

- Non-lubricated, steam activated door seal

Design:

Modularized vessel and piping for increased dependability and reduced servicing time.

- Reduced piping components increase reliability
- Vessel design allows higher operating temperature (141°C [285°F])
- Nonclogging chamber drain line prevents media from plugging drain line
- Emergency manual exhaust valve

Interior Chamber Dimensions: 20 x 20 x 38" (508 x 508 x 965 mm)

Round 20" chamber design provides superior heat distribution throughout the entire chamber over its rectangular counterpart. Round chamber design promotes the roll-off of condensation towards the chamber drain.

Supply Steam:

Building Supplied.

TECHNICAL SPECIFICATIONS FOR:
AMSCO® LAB 250 Small Laboratory Sterilizer or equivalent
To replace existing Steris sterilizer

ITEM & DESCRIPTION

BIDDER'S DEVIATIONS

CYCLE DESCRIPTIONS:

Sterilizer is factory-programmed with the following applicable sterilizing cycles:

- **Gravity Cycle**, for the sterilization of heat- and moisture-stable goods at 100°C to 141°C (212°F to 285°F), and decontamination of bagged non bio-hazardous laboratory wastes. Gravity cycle utilizes the gravity air displacement principle.
- **Liquid Cycle**, for the sterilization of liquids and media in vented borosilicate glass or metal containers at 100°C to 135°C (212°F to 275°F). Liquid cycle utilizes the optimal solution cooling feature, during exhaust (cooling) phase, to control the exhaust rate.

CONTROL SYSTEM:

Design Features

The Allen-Bradley MicroLogix™ 1200 PLC control and PanelView Plus™ 600 display monitor and control all sterilizer operations and functions. The control system is factory programmed with standard sterilizing cycles. Each cycle is adjustable to meet specific processing requirements. All control configuring is performed through the touch screen displays.

Cycle values and operating features may be adjusted and verified prior to cycle operation. Once cycle is started, cycles and cycle values cannot be changed until cycle is complete. On completion of cycle, timers reset to the previously selected values, eliminating the need to reset values between repeated cycles. If chamber temperature drops below the under temperature setting during the exposure phase, the timer can be set to stop and automatically reset or resume once normal operating temperature is reached.

Critical control system components are housed within a sealed compartment to protect the components from moisture and heat generated during the sterilization process. Operator interface control panel, consisting of a touch screen and impact printer, is located on the operating (load or nonsterile) end of the sterilizer. If sterilizer is equipped with double doors, an additional touch screen is provided on the sterilizer's non-operating (unload or sterile) end.

- **Touch-Sensitive Screen** features a color active matrix (TFT) 18-bit graphics display. All sterilizer functions, including cycle initiation and cycle configuration, are operated by pressing the touch-sensitive areas on the display, referred to as buttons. Display indicates appropriate control buttons,

TECHNICAL SPECIFICATIONS FOR:
AMSCO® LAB 250 Small Laboratory Sterilizer or equivalent
To replace existing Steris sterilizer

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BIDDER'S DEVIATIONS

operator prompts and status messages necessary to assist in sterilizer operation. All displayed messages are complete phrases with no codes to be cross-referenced. Display also indicates any abnormal conditions that may exist either in or out of a cycle.

- **Ink-On-Paper Impact Printer**, located above touch screen, provides an easy-to-read printed record of all pertinent cycle data on 2-1/4" wide paper. Data is automatically printed at the beginning and end of each cycle and at transition points during the cycle. A duplicate print can be obtained of the last cycle run. Printer take-up spool stores an entire roll of paper, providing cycle records which can be saved for future reference. Three paper tape rolls are furnished with each unit.

Cycle configuration is performed by accessing the **change values** menu. Utility shutdown parameters can only be changed on the OE display. In addition to adjustment of cycle values, the following operating parameters can also be changed through the change values menu:

- **Time Display and Printout Units** in standard AM/PM or 24- hour military (MIL) time.
- **Selectable Cycle Name** permits user to name each cycle with any combination of letters, numbers, blank spaces, and underscores, up to eight characters long.
- **Print Interval** permits adjustment of the time period between cycle-status printouts generated during the sterilize phase.
- **Security access code** is required to enter the operating mode (running cycles), supervisor mode (changing values), and service mode. Operating the sterilizer or accessing change values menu causes display to request the entry of an access code. If access code is not properly entered, display returns to the standby screen, denying user access to the sterilizer or programming. Access to the sterilizer can be limited to 12 operators, each with a different access code.
- **Buzzer** pulses on and off during alarm conditions. Buzzer pulses at a different rate for one minute at cycle completion.
- **Temperature Display and Printout Units** in Celsius (°C) or Fahrenheit (°F). Temperature is set, displayed, controlled, and printed to the nearest 0.1°. Recalibration is not required when changing temperature units from °C to °F and vice versa.
- **Pressure/Vacuum Display and Printout Units** in psig/In/Hg, Bar. Recalibration is not required when changing pressure units.
- **Compact flash port** is provided for downloading cycle information to a Customer-furnished Excel spreadsheet file. Approximately eight (one hour) cycles can be stored on the flash card before the card has to be downloaded to PC.

TECHNICAL SPECIFICATIONS FOR:
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- **Flash memory** permanently backs up all cycle memory. If a power failure occurs during a cycle, proper cycle completion occurs once power is restored. When power is lost, the cycle is held in phase until power is restored, exceeding the minimum government specification of one minute. Once power returns, the event is recorded on the printout and the cycle automatically resumes or restarts, depending on what phase the cycle was in at the time of power loss. If necessary, the operator can manually abort the cycle.

SAFETY FEATURES:

Control lockout switch (equipped on chamber door) senses when door seal is energized and tight against the door. Control prevents cycle from starting until the limit switch signal is received. If control loses appropriate signal during cycle, alarm activates, cycle aborts, and chamber safely vents with a controlled exhaust.

Chamber float switch activates alarm, aborts cycle, and safely vents chamber with a controlled exhaust if excessive condensate is detected in the vessel chamber.

Pressure relief valve limits the amount of pressure buildup so that the rated pressure in the vessel is not exceeded.

CONSTRUCTION:

Shell Assembly

Two fabricated Type 316L stainless-steel shells, welded one within the other, form the sterilizer vessel. Type 316L stainless steel end frame(s) is welded to door end. On single door units, back of chamber is fitted with welded, 316L stainless-steel formed head.

Sterilizer vessel is ASME rated at 50 psig (3.2 Bar) and insulated. Vessel (20 x 20" [508 x 508 mm] units only) includes one 1.0" (25 mm) NPT welded chamber bushing for Customer use.

Steam-supply opening inside the chamber is shielded by a Type 316L stainless-steel baffle.

Chamber Door(s)

Door is constructed of a single formed piece of Type 316L stainless steel. Door is insulated to reduce the surface temperature of the stainless-steel door cover. During cycle operation, door is sealed by a steam-activated door seal. Door seal is constructed of a special long-life rubber compound. When sterilizer cycle is complete, the seal retracts under vacuum into a machined groove in the sterilizer's end frame. Door seal can be manually retracted to open the door and remove critical load in an emergency situation (if loss of vacuum or loss of power occurs). Door is suspended by cables attached to a counterweight.

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Chamber door is opened (lowered) and closed (raised) manually with a conveniently located door handle. In case of a power or mechanical failure, door can be operated manually. Manual door is provided on all sterilizers with optional Bio-Seal.

A long-life proximity switch is used by the control to determine if the door is closed. An additional seal pressure switch prevents inadvertent cycle initiation if door is not sealed.

The door assembly is equipped with a mechanical locking mechanism that ensures the door cannot be opened, as long as the seal is intact and energized, and more than 2.0 psi pressure is in the chamber. Door interlocks on double door sterilizers can be programmed to prevent inadvertent opening of door(s). Access code is required to override door interlocks.

Chamber Drain System:

Drain system is designed to prevent pollutants from entering into the water-supply system and sterilizer. Water supply shutoff valve is located behind the front cabinet service panel under the chamber.

Steam Source:

Sterilizer shall be piped, valved, and trapped to receive building supplied steam delivered at 50 to 80 psig (344.7 to 551.6 kPa) dynamic. Steam feeds from the jacket to the chamber. A check valve is added between the jacket and chamber on sterilizers with decontamination cycle option.

Piping:

All piping connections terminate within the confines of the sterilizer and are accessible from the front and side of sterilizer.

- **Solenoid Valves** in manifold with DIN connectors simplify sterilizer piping and can be serviced individually.
- **Manual Shutoff Valves** are pressure rated at 125 psig (862 kPa) for saturated steam. Valve handles are low-heat conducting.

MOUNTING ARRANGEMENT:

Sterilizer will be freestanding installation. Sterilizer will be equipped with a height-adjustable, steel floor stand. Sterilizer subframe is equipped with a synthetic rubber gasket to ensure tight fit between the cabinet panels on freestanding unit. Stainless-steel side panels enclose the sterilizer body and piping. Hinged front cabinet panel opens entirely for convenient access to the sterilizer piping and control system housing.

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Warranty:

1 year Parts and Labor warranty, 2 year Door Seal warranty, 15 year Pressure Vessel warranty, provides added insurance of years of reliable sterilizing. A service contract will be available after the expiration of the initial warranty.

Installation:

All bids must include installation of new unit and removal and disposal of existing Steris Eagle 3000 Stage 2 Gravity Sterilizer.

The sterilizer will come equipped with shelves, loading racks, and paraphernalia necessary for normal day to day operation.

The sterilizer will come with all necessary literature including operating instructions, installation, and engineering specifications.

NOTE: ALL BIDS MUST COME WITH SPECIFICATION FOR THE STERILIZER BEING BID. ANY BID RECEIVED WITHOUT SUCH SPECIFICATIONS WILL NOT BE CONSIDERED.



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

CAROL L. SHEPARD, CPA
SUPPLY COMMISSIONER

FRANCIS G. SLAY
MAYOR

1200 MARKET ST RM 324
SAINT LOUIS MO 63103
PHONE 314-622-4580
FAX 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.

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 Twoq. 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: _____

ORDINANCE #69431
Board Bill No. 295
Committee Substitute
As Amended

An Ordinance repealing Section One, part 86.040 of Ordinance 56716, pertaining to the opening of bids, codified as Section 5.58.040 of the Revised Code of the City of St. Louis, and enacting a new provision on the same subject matter which allows a local bidder to match the lowest bid when the lowest bid is from a non-local bidder; enacting a new provision on the same subject matter; containing severability clause.

WHEREAS, local businesses which seek to enter into contracts with the City of St. Louis are at a competitive disadvantage with businesses from other areas because of the higher administrative costs of doing business in the City;

WHEREAS, the City of St. Louis desires to encourage businesses to remain in the City and to relocate to the City;

WHEREAS, by enacting a local preference law that allows a local firm to match the lowest bid when its bid is within 2% percent of the lowest bid, the City hopes to encourage and stimulate local business.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. Section One, part 86.040, Ordinance 56716 is hereby repealed.

SECTION TWO. Enacted in lieu thereof is the following new section.

5.58.040 - Opening of bids.

A. Proposals shall be opened at the time and place fixed by the advertisement, in the presence of such bidders as desire to be present, and shall be open to the inspection of bidders.

B. The bids shall not be materially modified or amended as to price, specification or otherwise, nor substitutions placed thereon, after opening except when the lowest bid is from a non-local bidder. When the lowest bid is from a non-local bidder, any local bidder within two percent of the lowest bid may match the lowest bid. If a local bidder matches the lowest bid, then the Supply Commissioner may select the bid from the local bidder. If more than one local bidder is within two percent of the lowest bid, then only the lowest local bidder may match the bid. In all other circumstances, modification, supplementation or amendment shall cause rejection of the bid. For purposes of this chapter, local bidder means a bidder whose principal place of business is within the City of St. Louis, has had a valid business license for at least one year, and is current in payment of local taxes. Principal place of business shall be defined as the business's physical office, plant, or site where a majority (51%) of the full-time employees, chief officer, and managers of the business regularly work and conduct business, or where the plant or office and equipment required for the furnishing of the goods or performance of the services provided to the City, as required by the contract, are physically located in the City of St. Louis for at least one taxable year immediately prior to the date of the bid.

C. Bids may be for one or more or all the articles advertised for, but there shall be a specific bid on each article. The award may be made to the lowest bidder for any article, or to the lowest bidder for the entire requisition or any part thereof, but the Board of Standardization may reject any or all bids or any part of any bid.

SECTION THREE. Severability.

The provisions of this section are severable. If any provision of this ordinance is declared invalid, that invalidity shall not affect other provisions of the ordinance which can be given effect without the invalid provision.

Approved: April 29, 2013

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