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
5161400046	1

ADDRESS CORRESPONDENCE TO

TO

SHIP TO

CITY OF ST LOUIS
REFUSE-DEPARTMENT #516
1900 HAMPTON AVENUE
ST LOUIS, MO
63139

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/12/13				

REPLY DUE BY: 10/15/13 **12:00 O'CLOCK NOON**

NEEDED BY DATE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REQ LINE NUMBER : 0001					
	200	EA	STRT	96GAL CONTAINER		
	96 GAL CONTAINER					
	BID PURCHASE PER GRANT #2013022 PER ATTACHED SPECIFICATIONS BIDDERS MUST COMPLETE AND RETURN THE PROVIDED SPECIFICATION SHEETS FOR CONSIDERATION DELIVERY: NOTICE OF 24HRS MUST BE GIVEN ATTN: SUPPLY DEPT: BEFORE BID IS AWARDED (PER GRANT CONDITIONS) PLEASE CONTACT RANDY BREITENFELD AT REFUSE DIV 353-8900 X34 AND CONTACT JAY SWOBODA WITH ECOURBAN 231-0400 X14; EMAIL: JAY@ECOURBANSTL.COM ALSO PLEASE SEND THEM A LIST OF VENDORS THAT ARE SENT COPY OF BIDS, AND SEND COPIES OF VENDORS RESPONSES- BIDS-CORRESPONDENCE DELIVERY LOCATION: REFUSE DEPARTMENT 4100 SOUTH 1ST STREET; 63118					
	********** WEBSITE INFORMATION ********** * * TO DOWNLOAD SUPPLY BIDS GO TO: * * HTTP://STLOUIS-MO.GOV/SUPPLY/BID-NOTICES.CFM * * CLICK ON BID NOTICES **********					
					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
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REPLY DUE BY: 10/15/13 **12:00 O'CLOCK NOON**

NEEDED BY DATE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	OR ACCEPTABLE EQUAL CLEARLY STATE MFG., NO. & BRAND ---------- VENODR MUST SUBMIT DETAILED INFORMATION WITH BID ON PRODUCT OFFERED 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. LIST ITEMS MANUFACTURED, ASSEMBLED OR PRODUCED IN A FOREIGN COUNTRY ON THIS FORM. **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.					
					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

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09/12/13				

REPLY DUE BY: 10/15/13 **12:00 O'CLOCK NOON**

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

VENDORS SHOULD NOTE IF THEY ARE MINORITY OR WOMEN OWNED BUSINESS (CHECK)

MBE ---------- WBE----------

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:

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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REQUEST FOR QUOTE	PAGE
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1900 HAMPTON AVENUE
ST LOUIS, MO
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09/12/13				

REPLY DUE BY: 10/15/13 **12:00 O'CLOCK NOON**

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

::
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 ( )		

ROTATIONALLY MOLDED PLASTIC 96 GALLON RECYCLING ROLLCARTS BID SPECIFICATIONS

The container shall be durable, with a life expectancy of not less than ten years. Through this ten year period, the container and its components parts shall maintain their original shape and general appearance, be resistant to blows, kicks, etc., remain serviceable, require no routine maintenance, and in general be maintenance free. The container and its component parts shall not warp, crack, rust, discolor, or otherwise deteriorate through ten years of normal use. All containers shall be fully warranted against defects including but not limited to cracking, chipping, peeling, distortion, failures at attachments, points for lids, hinges, wheels, pick-up mechanisms, and other points of attachment, weathering, degradation, defective or insufficient material, workmanship on the part of manufacturer, and lowered ultraviolet resistance due to aging in the process of normal operational use. Any cost incurred due to defective containers (to include freight) shall be borne by the seller. Containers shall be new, standard production units. Any portion of the container subject to wear in the normal dumping process shall be designed to prevent failure through a ten (10) year period. The exterior surface shall be smooth and uniform in appearance, and be free from sharp corners, edges, points or other structures that could present a hazard or nuisance. The bottom of the container shall remain impervious to damage through the warranty period and shall be designed to withstand abrasion and wear resulting from contact with asphalt, cement and other rough surfaces during normal use. The container shall withstand wear in the intended application, including bottom wear and permanent deformation, from loading and unloading of recyclables. The bottom shall be protected from damage through the warranty period by wear pads or strips or other means designed to withstand abrasion and wear resulting from contact with asphalt, cement and other rough surfaces.

Containers will be evaluated based upon:

1. Design and compatibility with existing automated truck lift mechanism
2. Warranty of the container
3. Unit Cost
4. Material and manufacturing process
5. History of existing installations
6. Overall evaluation of containers
7. Delivery
8. ANSI test results
9. Parts price list
10. Maintenance Contract Terms

BIDDERS ARE TO COMPLETE AND RETURN WITH THEIR BID

Bidders must list any deviations from the following specifications:

Item / Specifications	Meets Specs Yes	Meets Specs No	Deviations
Capacity			
96-120 U.S. Liquid gallons, water tight			
Load			
Container must hold and dump up to 325 lbs. without permanent damage or deformation			
Color			
Medium/Royal Blue (color to match St. Louis City existing blue) (Black is not acceptable)			

ROTATIONALLY MOLDED PLASTIC 96 GALLON RECYCLING ROLLCARTS BID SPECIFICATIONS

Item / Specifications Continued	Meets Specs Yes	Meets Specs No	Deviations
Finish			
Interior and exterior shall be smooth and continuous and free from crevices, recesses or projections where recyclables could become lodged and prevent complete dumping			
Weight			
Not less than 34 lbs			
Resin Weight			
Not less than 30 lbs			
Standards			
Rollcarts shall meet ANSI standards for safety and for compatibility			
Bidders must submit copies of all ANSI test results with their proposal			
Width			
Thirty inches maximum (deviation not allowed)			
Dimensions			
Approximately 30" diameter (round body style), 43" height			
Material			
Cross-linked polyethylene or proved equivalent rotationally molded, capable of withstanding ambient of -30°F to 120°F without failure in normal use. The body and lid of the container shall each be formed as one piece, respectively, from first quality medium density polyethylene from a nationally recognized brand supplier (e.g., Phillips, Dow, DuPont, etc.) All plastic materials must be 100% recyclable. **Post-consumer recycled content is required.** Bidder will state minimum-to-maximum percentage of post consumer recycled plastic that can be included in container body and lid for a positive environmental impact. **To be filled in by bidder: The percentage ranges from _____%.** All bids must include a response to this section. If the container contains no post-consumer recycled content, enter "0" (zero). Resin must contain an ultraviolet stabilizer, consisting of a minimum of .40%. This stabilizer must be hot melt compounded into the resin. The resin must meet the following minimum specifications.			
Resin Properties			
Melt Index, not to exceed 3.5g/10 minutes (Test method D 1238)			
Melt Flow, minimum 70g/10 minutes (Test method D 1238)			
Density, .930 to .950 g/cc (Test method D 1505)			
Nestability			
Rollcarts shall be nestable when full assembled. Minimum 6:1. Bidder must state if nestable with or without wheels and lids attached.			
Molded Properties			
Tensile Strength, minimum 2,600 psi (Test method D 638)			
Ultimate Elongation, minimum 600 % (Test method D 638)			
Secant Modulus, minimum 80,000 psi (Test method D 638)			

ROTATIONALLY MOLDED PLASTIC 96 GALLON RECYCLING ROLLCARTS BID SPECIFICATIONS

Item / Specifications Continued	Meets Specs Yes	Meets Specs No	Deviations
Molded Properties continued			
Tear Resistance, minimum 900 lbs/in (Test method D 624)			
Flexural Strength, minimum 3,050 psi (Test method D 790)			
Flexural Modulus, minimum 100,000 psi (Test method D 790)			
Vicat Softening Temp., minimum 240°F (Test method D 1525)			
Environmental Stress Crack Resistance (Method B, Test 1693):			
Condition A: 100% Igepal, F_{50}, > 1,000 hrs			
Condition B: 10% Igepal, F_{50}, > 1,000 hrs			
Falling Dart Impact @ -40°C, minimum 55 ft-lbs (Test method ARM)			
Bidder must substantiate compliance with specifications above by attaching a copy of the actual resin manufacturer's published specification sheet. Material shall not support combustion. The minimum top, side, bottom and corner wall thickness shall be smooth, uniform in appearance, and free of foreign substances, shrink holes, cracks, blow holes, webs, and other superficial or structural defects that could adversely affect either the appearance or the performance of the container.			
Wheels			
10" x 1.75" (nominal), Knobby treads, extra high molecular weight polyethylene, rated 200 pounds per wheel. Sunburst Knobby one-piece plastic wheel (currently used by the City) or an acceptable equivalent product.			
Axle			
5/8" minimum, zinc chromate plated high strength steel or acceptable equal			
Hardware			
All metal fasteners (i.e.: bolts, nuts, washers, rivets, etc.) shall be designed to maintain their original appearance, free of rust, through the warranty period. All nuts shall be the capped type to minimize the possibility of personal injury and to assure the free flow of recyclables from the container. All capped nuts shall be self-locking and be designed so that they cannot be easily removed if bolts are used to attach the container body to the frame or to the lifting or locking bars, washers with minimum 1-1/2 inch diameter shall be used to prevent the bolts from pulling through the plastic body. One (1") inch diameter washers are not acceptable.			
Lids			
Lids shall be designed so as to prevent distortion and warping. The lid shall be not less than 0.125 inches in thickness. Lids must overlap the sides of the body and be water tight. Metal hinges and associated hardware shall be designed to remain free of rust and corrosion through a ten (10) year period and be galvanized or approved equivalent. The hinge assembly shall be easily replaceable in the event of damage to or failure of the hinge, the container body or the lid. The design of the lid and the container body shall prevent the lid from opening during windy conditions. The lid shall remain closed when the container is loaded.			

ROTATIONALLY MOLDED PLASTIC 96 GALLON RECYCLING ROLLCARTS BID SPECIFICATIONS

Item / Specifications Continued	Meets Specs Yes	Meets Specs No	Deviations
Warranty			
The Contractor shall guarantee, on a prorated basis, all materials and workmanship of the rollcarts, including lids, hardware and all component parts from failure in normal and regular use for a period of not less than ten (10) years after delivery. Any rollcarts, lids, hardware or component parts that do not conform to the standards set forth in the applicable sections of these specifications or that fail by reason of improper or inadequate materials, or defective workmanship, or insufficient resistance to weathering or from any cause other than negligent or abusive use, shall be replaced by the Contractor in accordance with the terms specified herein.			
Any rollcarts, including the lid, hardware, and all component parts, that through normal and regular use do not continuously perform in the designed and intended manner due to, but not limited to, the occurrence of one or more of the factors listed below, shall be considered to be defective in material and/or workmanship and shall be covered by the terms of this warranty:			
1. Failure of the lid to continuously overlap the rollcart body, as originally designed, and/or failure of the lid to prevent rainwater and rodents from entering the rollcart.			
2. Damage to the container body, the lid, or any component parts through opening or closing the lid.			
3. Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended positions when either opened or closed, or in any position between.			
4. Failure of any metal components to remain free of red rust and corrosion.			
5. Failure of the bottom of the rollcart body to remain impervious to damage after repeated contact with rough and abrasive surfaces.			
6. Failure of any plastic component to be resistant to damage in the event of contact with any common household or residential and special events products/chemicals other than those listed by the Contractor.			
7. Failure of the rubber tread on the semi-pneumatic wheels to remain in place and fully serviceable, as designed and intended.			
8. Failure of the rollcart body, lid, hardware or any component parts to maintain their original shape.			
9. Failure of the wheels to provide continuous, easy mobility, as originally designed or intended.			
10. Failure of any rollcart, rollcart body, lid, wheels or other component part to conform to the minimum standards specified herein.			
11. Damage or failure caused by incompatibility of the container and the City's automated or semi-automated recyclables trucks.			
Any replacements or repairs shall meet or exceed the specifications of the original rollcarts, lids, hardware, and component parts and shall be made with new, previously unused parts and materials.			

ROTATIONALLY MOLDED PLASTIC 96 GALLON RECYCLING ROLLCARTS BID SPECIFICATIONS

Item / Specifications Continued	Meets Specs Yes	Meets Specs No	Deviations
This warranty shall be in effect for a period of ten (10) years beginning on the respective delivery date of each rollcart, as specified herein. **A copy of the warranty shall be included with the bid.**			
Serial Number			
Seven (7) digit number to be one (1) inch in height, white in color, hot stamped into the body sequentially numbered. "Property of the City of St. Louis" to be molded into the lid in two (2) inch letters. The serial number shall be preceded by a letter or number code which designates the year of manufacture.			
Logo			
The following recycling logos, white in color, shall be hot stamped into the body:			
* "Funding Provided By The St. Louis-Jefferson Solid Waste Management District" recycling logo (artwork to be provided by City). Preferred size is 8" diameter (must not be less than 4.5" in diameter).			
(AND)			
"Property Of The City Of St. Louis [Preferably City Seal] [Chasing Arrows Graphic] Recyclables Only."			
Stability			
Must be rated at 30 mph + wind test (empty)			
Miscellaneous			
If requested, the bidder shall ship a sample container to the City for approval. Container shall be constructed such that no recyclables shall remain in any corners or any part of the container after dumping. Containers shall be shipped with all necessary parts to completely assemble - no partial shipments. Bidders shall include a user list with their bids showing all municipalities and haulers currently using the rollcart as bid.			
Parts			
Any and all parts for repair of containers shall be readily available. The Contractor shall guarantee the continuous availability of a complete inventory of all replacement parts for a period of ten (10) years, beginning no later than the date of the delivery of the first containers. The bidder shall provide a listing of all replacement parts with his bid. This listing shall describe each part, indicate applicable part numbers, and quote respective prices. Upon submission of this information, the Contractor agrees to furnish such parts, whether under this contract or a separate agreement, at the above listed pricing for twelve months from date of the bid opening, and to limit price increases in subsequent years to a maximum of five (5) percent per year.			
Delivery			
Delivery of containers shall be completed within sixty (60) days after issuance of purchase order.			

ROTATIONALLY MOLDED PLASTIC 96 GALLON RECYCLING ROLLCARTS BID SPECIFICATIONS

Item / Specifications Continued	Meets Specs Yes	Meets Specs No	Deviations
Quantities			
During the period of the purchase contract, the City will buy only the actual quantity required, and it will neither be obligated to the purchase of nor limited to the quantities listed. These supplies will only be ordered as needed. The City reserves the right to reject any or all bids, and to accept the one deemed most advantageous to the City.			
Estimated Quantity Needed			
Use - City Government office buildings Recycling Rollcarts - 200 quantity Lids - Standard Locks - Not needed			
** WARRANTY			
Bidders shall submit with their proposal a copy of their warranty. They shall give the location and length of time where their containers are presently in use. The name, address and phone number of the user shall be provided.			
Technical data on plastic material to be submitted with the proposal.			
** SAMPLE ROLLCART			
Bidders may be asked to furnish a sample rollcart.			
** MUNICIPAL USERS			
Bidder to furnish a list of municipal clients that have purchased the rollcart specified and the quantities purchased. Please include clients from cold weather climates.			

ROTATIONALLY MOLDED PLASTIC 96 GALLON RECYCLING ROLLCARTS BID SPECIFICATIONS

BIDDER'S SPECIFICATIONS

** CONTAINER

Capacity in gallons: _____

Dimensions (diameter, height): _____

Weight of container: _____

Maximum live load (minimum 330 lbs): _____

Container material: _____

Wall thickness (minimum 0.170"): _____

Color: _____

Recommended dumping angle: _____

Force required to tilt into a rolling position when loaded with 100 lbs of recyclables: _____

Signage: _____

** LIDS

Lid material: _____

Lid thickness: _____

Type of hinge: _____

Color: _____

** WHEELS & AXLE

Wheel material: _____

Wheel dimensions: _____

Axle diameter: _____

CITY OF SAINT LOUIS
RECYCLE ST. LOUIS

FUNDING PROVIDED BY THE
ST. LOUIS - JEFFERSON SOLID WASTE MANAGEMENT DISTRICT

Recyclables Only

www.stlouis-mo.gov/recycle

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

FREDDIE L. DUNLAP
SUPPLY COMMISSIONER

FRANCIS G. SLAY
MAYOR

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

ATTENTION

Please carefully review all information requested in this bid package. Failure to submit required samples, literature, unit pricing, extended pricing, and any other requested information may result in disqualification of your bid or any portion of your bid.

- Two or more bids submitted for one item (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).
- Failure to submit required Bond (for Contracts only) by the date indicated.

The reasons indicated above may disqualify your bid. If you have any questions, call the buyer indicated on the RFQ.

This form must be returned with your bid. 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: _____

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