



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 14-052**

For

Native Missouri Seed

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Native Missouri Seed**. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving ninety (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

BID INSTRUCTIONS

One [1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**14-052 Native Missouri Seed**” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in **blue** ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 02/07/2014 at 10:00 am in Room 523 of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Department at purchasing@sccmo.org, **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

For questions or inquiries concerning the specifications please contact:

Ben Grossman, Forestry Supervisor
St Charles County Government
Parks & Recreation Department
Quail Ridge Park
5501 Quail Ridge Parkway
Wentzville, MO 63385
Fax: (636)327-7507
bgrossman@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 pm on 01/31/14**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County’s website <http://finance.sccmo.org/finance>. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Bid Inquiries”, concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County. Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The electronic version of this bid is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.

- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and “Void” and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered including geographic location. When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer’s hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

***Acceptable enrollment and participation documentation consists of a valid copy of the signature page Of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division
The online address to enroll in the E-verify program is:***

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Open Records

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

**St. Charles County Parks and Recreation Department
Request for Bids
Native Missouri Wildflower Seed**

Specifications:

- All seed shall be native Missouri Ecotype Seed source and identified on the seed tag for each species.
- All quantities are Pure Live Seed
- No varieties or cultivars shall be accepted
- Substitutions may be accepted and should be cleared noted on the bid sheet.
- Unit prices shall be provided for each species in dollars per ounce as well as total bid price
- Seed shall be mixed according to the mixes listed below.
- Seed shall be packaged per the amount required for each Park.
- **Price shall include delivery to:**

Quail Ridge Park
5501 Quail Ridge Parkway
Wentzville, MO 63385

Species and quantities are listed below.

Forbs

		Broemmelsiek Park	Towne Park	Total	Total Price
Botanical Name	Common Name	PLS OZ	PLS OZ	PLS OZ	
<i>Amorpha canescens</i>	Lead plant	36	18	54	
<i>Asclepias hirtella</i>	Tall green milkweed		36	36	
<i>Asclepias purpurascens</i>	Purple milkweed		61	61	
<i>Asclepias sullivantii</i>	Prairie milkweed		30	30	
<i>Asclepias tuberosa</i>	Butterfly weed		90	90	
<i>Aster laevis</i>	Smooth blue aster		10	10	
<i>Aster sericeus</i>	Silky aster		8	8	
<i>Baptisia australis</i>	Blue wild indigo		196	196	
<i>Baptisia leucophaea</i>	Cream wild indigo		184	184	
<i>Carex muhlenbergii</i>	Sand bracted sedge		26	26	
<i>Carex pennsylvanica</i>	Common oak sedge		11	11	
<i>Cassia fasciculata</i>	Partridge Pea	160		160	
<i>Coreopsis lanceolata</i>	Sand coreopsis	49	50	99	
<i>Coreopsis palmata</i>	Prairie coreopsis		40	40	
<i>Crotalaria sagittalis</i>	Rattlebox		35	35	
<i>Dalea purpurea</i>	Purple prairie clover	33		33	
<i>Desmanthus illinoensis</i>	Illinois bundle flower	125		125	
<i>Desmodium canadense</i>	Showy tick trefoil	136		136	
<i>Desmodium illinoense</i>	Illinois tick trefoil		37	37	
<i>Desmodium sessilifolium</i>	Sessile-leaved tick trefoil		31	31	
<i>Dodecatheon meadia</i>	Shooting star		2	2	
<i>Echinacea pallida</i>	Pale purple coneflower	49	63	112	
<i>Echinacea purpurea</i>	Purple coneflower	92	48	140	

<i>Euphorbia corollata</i>	Flowering spurge		16	16	
<i>Geum triflorum</i>	Prairie smoke		10	10	
<i>Juncus tenuis</i>	Path rush		3	3	
<i>Lespedeza capitata</i>	Round-headed bush clover		31	31	
<i>Liatris aspera</i>	Rough blazing star		24	24	
<i>Liatris cylindracea</i>	Cylindrical blazing star		24	24	
<i>Liatris scariosa nieuwlandii</i>	Savanna blazing star		24	24	
<i>Lupinus perennis occidentalis</i>	Wild lupine		314	314	
<i>Mimosa Microphylla</i>	Sensitive Briar	51		51	
<i>Monarda punctata</i>	Horse mint		5	5	
<i>Parthenium integrifolium</i>	Wild quinine		46	46	
<i>Penstemon hirsutus</i>	Hairy beard tongue		3	3	
<i>Petalostemum candidum</i>	White prairie clover		12	12	
<i>Petalostemum purpureum</i>	Purple prairie clover		16	16	
<i>Potentilla arguta</i>	Prairie cinquefoil		2	2	
<i>Ratibida pinnate</i>	Gray-headed coneflower	14		14	
<i>Rudbeckia hirta</i>	Black-eyed susan	7	3	10	
<i>Rudbeckia triloba</i>	Brown-eyed susan		10	10	
<i>Silene regia</i>	Royal catchfly		14	14	
<i>Silene stellata</i>	Starry campion		10	10	
<i>Silphium integrifolium</i>	Rosin weed		39	39	
<i>Silphium laciniatum</i>	Compass plant		121	121	
<i>Silphium terebinthinaceum</i>	Prairie dock		71	71	
<i>Solidago juncea</i>	Early goldenrod		1	1	
<i>Solidago rigida</i>	Stiff goldenrod		7	7	
<i>Solidago speciosa</i>	Showy goldenrod		1	1	
<i>Tephrosia virginiana</i>	Goat's rue		125	125	
<i>Verbena stricta</i>	Hoary vervain		10	10	
TOTAL PRICE					\$

Grasses

		Broemmelsiek Park	Towne Park	Total	Total Price
Botanical Name	Common Name	PLS OZ	PLS OZ	PLS OZ	
<i>Andropogon gerardii</i>	Big bluestem grass	74	38	112	
<i>Bouteloua curtipendula</i>	Side-oats grama	104	268	372	
<i>Elymus canadensis</i>	Canada wild rye	286	884	1170	
<i>Elymus virginicus</i>	Virgina wild rye	279		279	
<i>Koeleria cristata</i>	June grass		21	21	
<i>Schizachyrium scoparius</i>	Little bluestem grass	139	428	567	
<i>Sporobolus heterolepis</i>	Prairie dropseed		224	227	
<i>Stipa spartea</i>	Porcupine grass		2767	2767	
<i>Tridens flavus</i>	Purpletop	42		42	
TOTAL PRICE					\$

Proposal Response from (please complete)

Name of Company or individual

Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

Proposal Response from (please complete)

Name of Company or individual

Bid Form 15-052

Native Missouri Seed

(Bidder name)

Submits the following bid for this project:

Total price for Forbes \$ _____

Total Price for Grasses \$ _____

Total Bid Price for Native Missouri Seed Delivered \$ _____

Authorized signature

Date _____

Proposal Response from (please complete)

Name of Company or individual

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____
(Indicates acceptance of all bid terms and conditions)

Date: _____

AFFIDAVIT OF WORK AUTHORIZATION

The proposer/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative)
as _____ (Position/Title) first being duly sworn on my oath, affirm
_____ (Business Entity Name) is
enrolled and will continue to participate in the E-Verify federal work authorization program with
respect to employees hired after enrollment in the program who are proposed to work in
connection with the services related to contract(s) with the County for the duration of the
contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm
that _____ (Business Entity Name) does not and
will not knowingly employ a person who is an unauthorized alien in connection with the
contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT A

**ST. CHARLES COUNTY
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME