



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 14-120**

For

Pre-Engineered Fabric Structure for Salt Storage & Repairs for Existing Fabric Salt Storage Structure

For

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

St. Charles County is seeking bids for a **Pre-Engineered Fabric Structure for Salt Storage & Repairs for Existing Fabric Salt Storage Structure**. 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 (90) 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 “**14-120 Pre-Engineered Fabric Structure for Salt Storage & Repairs for Existing Fabric Salt Storage Structure**” 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 5/27/2014 at 10:00 AM , in **Room 431** 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 Manager 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

Any questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589
purchasing@sccmo.org

For questions or inquiries concerning the specifications please contact:

Jeff Spalding, Highway Superintendent
St. Charles County Government
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7307
jspalding@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 **05/21/2014**. 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/RFP 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 Federal, State or Local taxes, fees and 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 agency of St. Charles County Government 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.
- The Contractor must comply with all provisions of the Prevailing Wage Law under **Annual Wage Order #20 as amended 1/23/2014** for this project. The contractor will forfeit a **penalty** to the County of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor (see section 290.250, RSMo). **Certified payroll shall be submitted with request for payment.**

➤ **INSURANCE:**

The successful bidder must agree to provide and maintain during the life of the Contract the insurance(s) listed below, in the minimum amounts specified, with an insurance company licensed to do business in the State of Missouri. All policies must name the County as an additional insured and provide for thirty (30) days written notice prior to any material changes or cancellation.

Workers Compensation: Statutory limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.

Comprehensive General Liability (including automobile): Limits of no less than \$1,000,000/3,000,000/1,000,000 per occurrence or \$3,000,000 CSL.

➤ Bonds:

St Charles County requires the following bonds:

Performance Bond- A 100% Performance and Payment Bond in favor of the Owner. The Surety Co. representing Contractor must be authorized to do business in the State of Missouri and be approved by Owner.

Bid Bond- A 5% deposit of the bid total, presented in the form of a cashier's check, Certified check, or bid bond, made payable to St. Charles County.

➤ Reliance

Seller acknowledges that it is and that buyer relies upon seller as an expert, fully competent in all phases involved in producing, testing and developing, installing, modifying, altering, reconditioning, stocking, servicing and integrating the equipment and/or systems furnished hereunder, and in training of buyer personnel.

In this context, seller agrees that it will not deny any responsibility or obligation to buyer on the ground that any such phase was originated or accomplished by buyer. Seller shall be responsible for the equipment and/or systems furnished hereunder as though said phases as set forth above were originated and accomplished by it.

More specifically, and without limiting the above, buyer in originating, furnishing or approving any specification, drawing, plan, change, schedule or other document or part thereof, or any test report, or in accepting any systems, neither accepts responsibility for, nor relieves seller from the performance of all terms and conditions of the Request For Proposal, and any contract that may be awarded. Any such acts by buyer shall not modify, impair or abrogate any rights of buyer under this Request For Proposal and any subsequent contract.

Indicate acceptance of the all Bid Instructions,
Terms and Conditions

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.

Bid Specifications (New Structure at Weldon Springs Site)

St. Charles County is seeking bids for **one (1) Pre-engineered Fabric Structure** for a 3000 to 4000 ton capacity salt storage for the Highway Department. The successful bidder will erect a concrete block (Lego Style) wall three (3) blocks high on an asphalt pad using blocks supplied by owner. The successful bidder will supply and erect a pre-engineered Fabric Structure in accordance with the specifications contained herein on this wall. Reference Section 13120 included in this bid packet. The “LEGO” blocks and asphalt will be installed by the owner.

Unless otherwise specified, any manufacturers’ names, trade names, brand names, information and/or catalog numbers listed in this specification are descriptive, **not restrictive**. The bidder may offer any product that meets or exceeds the applicable specifications. The bidder must demonstrate comparability, by including appropriate catalog materials, literature, specifications, test data, etc. **The County shall determine in its sole discretion whether a product is acceptable as an equivalent.**

Item #	Feature Description	Proposed structure (check one)		
		Meets	Exceeds	Does not meet
1)	Size: nominal dimensions 60’ x 100’ x 25’			
2)	Fabric color: White (Fire Retardant)			
3)	Two End walls: w/18’x18’ Fabric Door in one end			
4)	Fixed Ventilation Louvers –Provide and install four (4) 36" Square +/- fixed aluminum louver on closed end equal to Graingers # 4FZG2 mounted side by side. Contractor must provide adequate blocking for louvers			
5)	The upper portion of the closed end shall be constructed of the same fabric as the cover as the main fabric			
6)	The upper portion of the closed end shall have steel or approved wood end support system			
7)	Set provided blocks three high and include attachment details of the structural hoops with mounting plate for mounting to corners, mid span, and butt joints of the LEGO wall			
8)	Provide stamped engineered drawings, preventive maintenance schedule, & instructions			
9)	Working hours –Contractor will only be able to work M-Th 6:00 to 4:30 and NO Holidays due to the site location and restricted County work hours			
10)	The Contractor must provide a one -year warranty for parts and labor on all building material, and equipment or a standard manufacturer's warranty whichever is greater. All warranties, including extended service agreements shall begin on the date of Final Acceptance of this project			
11)	Delivery–. Projected delivery date upon receipt of P.O. may be a determining factor of the award. Liquidated damages will be assessed at \$200.00/day as outlined in the attachments			

All responses of **Exceeds or does not meet** shall be explained on the *Exception Sheet* included in this packet. Additionally, any deviation from the specifications stated in Section 13120 must also be noted on the *Exception Sheet*. Cite the corresponding Item Number of the feature involved.

The bid must include design, delivery and assembly of one 3000 to 4000 ton capacity structure to the Weldon Spring Maintenance Facility at 7101 South Highway 94 St. Charles, Missouri, 63304.

Each bidder shall fully inform himself, prior to bidding, as to existing conditions and limitations under which the Work is to be performed and shall include in his bid a sum to cover the cost of items necessary to perform the Work. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.

The successful bidder shall deliver and erect the structure within 45 calendar days of the bid award date. If the successful bidder fails to deliver within the time specified, a sum of \$200.00 per day shall be forfeited to the County as liquidated damages.

The bids are scheduled to be awarded at the first County Council meeting in August. Please take this into consideration when submitting your bid.

Bid Specifications (Repairs to Existing Structure at Greensbottom Rd.)

St. Charles County is seeking bids for **repairs on an existing Clear Span Fabric Salt Storage Structure** for the Highway Department. The successful bidder will supply and install a new fabric roof and end wall and repair minor purlin damage on framework.

Unless otherwise specified, any manufacturers’ names, trade names, brand names, information and/or catalog numbers listed in this specification are descriptive, not restrictive. The bidder may offer any product that meets or exceeds the applicable specifications. The bidder must demonstrate comparability, by including appropriate catalog materials, literature, specifications, test data, etc. **The County shall determine in its sole discretion whether a product is acceptable as an equivalent.**

Item #	Feature Description	Proposed structure (check one)		
		Meets	Exceeds	Does not meet
12)	Clear Span Structure – Purchased 2011			
13)	Fabric color: White (Fire Retardant)			
14)	Approximate Size: 65’ x 180’			
15)	One (1) End Wall with No Doors			
16)	Complete Fabric replacement including end wall.			
17)	Minor structural damage - Purlin			
18)	Working hours –Contractor will only be able to work M-F 6:00 to 4:30 and NO Holidays due to the site location and restricted County work hours			
19)	The Contractor must provide a one -year warranty for parts and labor on all building material, and equipment or a standard manufacturer's warranty whichever is greater. All warranties, including extended service agreements shall begin on the date of Final Acceptance of this project			
20)	Delivery–. Projected delivery date upon receipt of P.O. may be a determining factor of the award. Liquidated damages will be assessed at \$200.00/day as outlined in the attachments			
21)	Please refer to Spec Sheet included in this bid for fabric specifications.			

All responses of **Exceeds or does not meet** shall be explained on the *Exception Sheet* included in this packet. Additionally, any deviation from the specifications stated in Section 13120 must also be noted on the *Exception Sheet*. Cite the corresponding Item Number of the feature involved.

The bid must include delivery and assembly of new fabric and purlin repairs to structure at the Sign Division Maintenance Facility, 3890 Greens Bottom Rd., St. Charles, Missouri, 63304.

Each bidder shall fully inform himself, prior to bidding, as to existing conditions and limitations under which the Work is to be performed and shall include in his bid a sum to cover the cost of items necessary to perform the Work. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.

The successful bidder shall be required to comply with the State Statutory Provisions concerning the payment of prevailing wages on public works, Section 290.210 through 290.340 R.S. MO 1959, as amended 1969 and shall pay to all workmen performing work under this contract not less than the prevailing hourly rate of wages determined by the Department of Labor and Industrial Relation of the State of Missouri. The wage rates applicable to this project have been predetermined as required by law and are set forth in this document.

The successful bidder shall deliver and repair the structure within 45 calendar days of the bid award date. If the successful bidder fails to deliver within the time specified, a sum of \$200.00 per day shall be forfeited to the County as liquidated damages.

The bids are scheduled to be awarded at the first County Council meeting in August. Please take this into consideration when submitting your bid.

PRE-ENGINEERED FABRIC STRUCTURE
SECTION 13120

PRE- ENGINEERED FABRIC STRUCTURE

PART 1-GENERAL

1.1 SECTION INCLUDES

- A. Pre-engineered, shop fabricated structural steel building frame.
- B. Doors and Louvers.

1.2 REFERENCES

- A. AISC -Specification for Structural Steel for Buildings -Allowable Stress Design and Plastic Design.
- B. ASTM A123 -Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- C. ASTM A325 / A325M -High Strength Bolts for Structural Steel Joints.
- D. ASTM A653 / A653M –Sheet Steel, Zinc -Coated (Galvanized) or Zinc Iron Alloy Coated (Galvannealed) by the Hot Dip Process.
- E. ASTM A501 -Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
- F. ASTM A550 –Structural Steel with 60ksi Minimum Yield Point.
- G. AWS A2.0 -Standard Welding Symbols.
- H. AWS D1. 1 -Structural Welding Code -Steel.

1.3 SYSTEM DESCRIPTION

- A. Clear span truss-arch buildings, sizes and configurations as shown on the plans.

1.4 DESIGN REQUIREMENTS

- A. Design members to withstand 20 psf nominal snow load, 12 psf live load and 3 psf collateral load (minimum) or as determined by the collaboration of equipment suppliers and 90 mph design loads due to pressure and suction of wind.
- B. Permit movement of components without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subject to temperature range of -15° to +115° F.
- C. No cable or building supports shall intrude in clear span area.
- D. Building plans to be sealed by a Professional Engineer, Licensed in the State of Missouri.
- E. At its sole discretion, the County may accept or reject any deviation of the specifications contained herein.

1.5 SUBMITTALS FOR REVIEW

- A. Submit to Building Department, 201 N Second Street, St Charles, MO 63301.
- B. Shop Drawings: Indicate assembly dimensions, locations of structural members, connections, attachments, and openings general construction details, anchorages and method of anchorage, method of installation framing anchor bolt settings, sizes and locations from datum and foundation loads indicate welded connections with AWS A2.0 welding symbols provide professional seal and signature.
- B. Samples: Submit two samples of fabric covering for each color selected, 6x6 inch in size illustrating color and texture of finish.
- D. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- E. Erector Qualifications: Company specializing in performing the work of this section with minimum 5 years documented experience or approved by manufacturer.
- F. Design structural components, develop shop drawings, and perform shop and site work under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State of Missouri.

1.6 PRE-INSTALLATION MEETING

- A. Coordination and Meetings: Pre -installation meeting.
- B. Convene one week before starting work of this section.

1.7 WARRANTY

- A. Provide Detailed Warranty Information on Fabric Cover.
- B. Provide detailed warranty information on steel framing.
- C. At its sole discretion, the County may reject bids that provide inferior warranties.

PART 2-PRODUCTS

2.1 FABRIC

- A. Minimum Exterior Fabric Material Cover including Fabric Doors:
 - 1. Fabric for entire building shall be furnished in white color
 - a. A minimum of 12.5 oz/square yard, with a Duraweave II double stack 16x16 weave with clear KDPE coating equivalent to 23 Mil thickness.
 - b. Nova-Thene RU88X-6 (4 mil) Fabric or equivalent
 - 3. UV protection with a minimum 4.0 mils average coating on interior and exterior side of fabric material cover.
 - 4. COLOR WHITE.
 - 5. Approved Manufacturers for fabric:
 - Winkler Canvas Ltd.
 - American Shelters
 - Shelter Structures, Inc.

Note: Other manufactures products may be approved at the sole discretion of the County.

6. The fabric cover shall utilize a winch tie-down system with a series of 10,000 lb. with lashing winches and zero -stretch belting.
7. Provide Detailed Warranty Information on Fabric Cover.

2.2 STEEL

A. Steel Framework:

1. The steel framework shall be fabricated of tubing manufactured from cold formed steel to meet ASTM A123. Inside and outside must be hot dipped galvanized zinc coating. All manufacture components shall have min1.7502/ft² of zinc inside and outside.
2. Steel tubing shall be equivalent to 14-gauge, tensile strength of 55,000. Written certification verifying from the source of the zinc application that the coats meet 1.7502/ft² Gatorshield or equal can be used as a corrosion resistant.
 - a. All tubing shall follow the specifications below:
 - 1) Clear Span Structural Steel Tubing –ASTM A500 / ASTM A513
 - 2) Minimum allowable tubing thickness -14 gauge or .083”
 - 3) Minimum50 KSI Yield –55 KSI Tensile ASTM A500
 - 4) End Wall Framework –Engineered Cold Formed “C”, “Z”, & “L”
 - 5) Minimum allowable thickness –14 gauge or .083”
 - 6) Engineered Cold Formed Sections must be ordered to minimize splices and connections
 - 7) End Wall Framework -Galvanized Sheet G-90 Material
 - 8) Plate or Bar Stock –ASTM A36
 - 9) Bolts, Nuts, and Washers –ASTM A325
 - 10) All A325 Connections must use a Retaining Compound
 - 11) All Bolts, Anchors, Cables, and accessories to be made from Galvanized Steel
3. All welds on steel framework components shall be sandblasted and finished with a molten-zinc corrosion -resistant process to fully restore weld zones to original service life of the steel tubing. All Welds must conform to American Welding Standards.
4. Materials field welded, cut, or with exposed bare metal shall have three coats of cold galvanizing applied at the time of erection.

PART 3-EXECUTION

3.1 EXAMINATION

- A. Section 01039 -Coordination and Meetings: Verification of existing conditions before starting work.
- B. Verify that foundation, floor slab, mechanical and electrical utilities and placed anchors are in correct position

3.2 ERECTION –FRAMING

- A. Erect framing in accordance with AISC Specification.
- B. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing. No permanent bracing shall intrude upon specified minimum clearance height.
- C. Set base plates with non -shrink grout to achieve full plate bearing.
- D. Do not field cut or alter structural members without approval.

3.3 ERECTION -WALL AND ROOFING SYSTEMS

- A. Install in accordance with manufacturer's instructions.
- B. Exercise care when cutting pre -finished material to ensure cuttings does not remain on finish surface.

C. Fasten fabric system to structural supports, aligned level and plumb.

3.4 TOLERANCES

A. Framing Members: 1/4 inch from level 1/8 inch from plumb.

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: _____

BID FORM

SB 14-120

**Pre-Engineered Fabric Structure for Salt Storage & Repairs for Existing
Fabric Salt Storage Structure**

BID OPENING DATE: 5/27/2014 at 10:00 AM

(Bidder name)

Submits the following bid for this project:

Bid Price to provide and install
one (1) Pre-engineered Fabric Salt Storage Structure \$ _____

Bid Price to replace fabric cover
and repair existing Salt Storage Structure \$ _____

Total Bid Price \$ _____

Describe the warranty offered (include documentation) _____

Number of days required to complete project ARO : _____

Authorized signature

Date

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 bidder/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