



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 13-183**

For

Loading, Transporting, Recycling and Disposal of Household Hazardous Waste

For

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

St. Charles County is seeking bids for **Loading, Transporting, Recycling And Disposal of Household Hazardous Waste**. The vendor must guarantee the quoted prices for a period of one year. The County, with the consent of the vendor, shall have the option for two (2) one year extensions under the same terms and conditions. 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 thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

BID INSTRUCTIONS

One original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**13-183 Loading, Transporting, Recycling and Disposal of Household Hazardous Waste**” 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 12/20/2013 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 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 Street
St. Charles, Missouri 63301
Fax: (636)949-7589
purchasing@sccmo.org

Questions concerning the specifications should be made to:

Ryan Tilley, Director
St. Charles County Government
Division of Environmental Health and Protection
1650 Boone's Lick Rd.
St. Charles, Missouri 63301
Phone: (636)-949-7406
rtilley@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 **12/13/2013**
- . 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 County, with the consent of the vendor, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
- 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 bids received after the designated time of the receipt of the sealed bids 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 bid is most advantageous to the County, price and other factors considered. 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.
- **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 \$3,000,000CSL.

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.

The St. Charles County Government, Division of Environmental Health and Protection, is requesting bids from qualified vendor/contractors to provide Loading, Transporting, Recycling, and/or Disposal Services of various Household Hazardous Wastes collected at the County's **Recycle Works Central (RWC)** facility located at 60 Triad South Drive in St. Peters, MO 63034 and the County's **Recycling Works West (RWW)** facility located at 2110 E Pitman Ave., Wentzville, MO 63385.

If you would like to schedule a tour of the Recycling Facility, please contact Nick Olson at 636-949-7900 ext. 4271, or Jason Smith at 636-949-7900 ext. 4273.

BID SPECIFICATIONS:

1. **PURPOSE:** The County has established a permanent recycling facility named, Recycle Works Central and Recycle Works West. One of the services offered at the facility is the collection of Household Hazardous Wastes to provide a safe means of recycling and/or disposal of these wastes. This Scope of Work establishes the minimum work to be performed by the Contractor for the loading, transporting, recycling and/or disposal of household hazardous wastes collected by the County and related services and materials. **The Contractor will assume generator status for all wastes transported from the County's Household Chemical Collection Facilities.**
2. **INTENT:** This Scope of Work is not intended to limit the work performed by the Contractor. The Contractor shall perform all services described herein and all other services offered by the Contractor in its proposal and accepted by the County.
2. **ESTIMATES:** The waste estimates contained in this Request for Proposal are based upon three (3) years of collection statistics from the Household Chemical Collection Center operated by St. Charles County. The actual quantities collected may, however, be more or less. The County will pay based only on the actual materials
4. **BACKGROUND:** The permanent collection facilities are located at 60 Triad South Drive, St. Charles, MO 63304 and 2110 E Pitman Ave., Wentzville, MO 63385.

Household hazardous wastes are accepted by County personnel from County residents utilizing an appointment and/or a "drive-up" system.

The facility is currently open year round and has a goal to accept household hazardous waste two or more days per week for six months out of the year. The County may revise these hours of operation as needed.

The vehicles transporting delivered materials are directed to a roofed and enclosed "drive-thru" area for unloading by Recycle Works Staff. The materials are then taken to the "work area" for identification and segregation. Recycle Works Staff will provide some initial packaging and selective bulking.

5. **GENERAL OVERVIEW OF CONTRACTOR DUTIES:**

5.1 The Contractor shall be responsible for the following duties as well as additional duties hereinafter specified:

- Initial training/orientation of Recycle Works' Staff
- Check, verify, and perform lab packing and final inventory
- Loading
- Manifesting
- Generator status
- Transportation, recycling and/or disposal of materials at a properly permitted disposal facility.

5.2 The County may revise the Contractors responsibilities from time to time as permitted by the Contract documents and upon mutual agreement between the County and the Contractor.

5.3 **The Contractor will assume generator status for all wastes transported from St. Charles County’s Household Chemical Collection Facilities.**

6. **GENERAL OVERVIEW OF COUNTY RESPONSIBILITIES:**

6.1 The County will provide the Contractor with the County’s Household Chemical Collection Facility “Recycle Works” Operations Plan.

6.2 The County will provide the following:

<ul style="list-style-type: none"> • Provide collection facilities, operations and security 	<ul style="list-style-type: none"> • Receptacles for disposal of trash and non-hazardous waste
<ul style="list-style-type: none"> • Promotion of County Program and public education 	<ul style="list-style-type: none"> • Training area/facilities
<ul style="list-style-type: none"> • Crowd control 	<ul style="list-style-type: none"> • Staff will unload, segregate, & bulk
<ul style="list-style-type: none"> • Volunteers from community to assist with traffic control and non-hazardous bulking as needed 	

7. **BAN VERIFICATION:** The County prohibits land filling of any material (except dried latex paint) and deep-well injection or any other land application method of disposal. The County requires land ban verification of all wastes disposed of from the Household Chemical Collection Facility “Recycle Works.”

8. **LIMIT OF RISK:** The Contractor shall limit all risks and liabilities incurred by limiting the number of sites utilized to handle (consolidate/treat/recycle/incinerate/disposal of) wastes transported from the Household Chemical Collection Facility “Recycle Works.”

9. **SUBCONTRACTING:** **NONE** of the work or services under this contract shall be subcontracted **without prior written approval from the County.**

10. **SCOPE OF WORK:** The Contractor shall provide all materials, labor, loading, transporting, permits, manifests, insurance, bonds, expert technical assistance and any other items necessary to accomplish the work specified herein except the County shall provide certain facilities and personnel as specified herein.

10.1 **Time:** The Contractor shall pick-up and transport materials to disposal/recycling facilities within Ten (10) days of call for pickup by the County.

10.2 The County reserves the right to utilize other Contractors and methods for disposal/recycling of materials collected by the County.

10.3 **Training, Planning and Assistance:** The County intends this training as a part of the set-up of procedures with the Contractor under this contract. The number of participants will be approximately six (6). The County may desire, from time to time, to have this training as a “refresher” or for new employees.

10.3.1 The Contractor shall provide experienced and trained personnel to assist the County in the organization and training of County employees relating to the operation of collection facilities, identification, and segregation, packaging, final disposal options/methods of waste and related subjects.

The County may require additional training from time to time.

10.3.2 Training shall be thorough and complete in the following areas; but not limited to these areas:

- Applicable Regulations
- General Safety Rules
- Chemical Hazards
- Physical Hazards
- Collection Facility Hazards covering:
- Acceptable/Unacceptable Materials
 - Hazard Class Definitions
 - Basic Segregation
 - Packaging
 - Labeling
 - Compatibility of Staged Materials
- Work Tasks
- Contamination Control
- Recontainerizing Leaking Containers/Over packs
- Procedures
- Materials Required For and Testing of Unknowns
- Waste Flow: Cradle to Grave

10.3.3 **Contractor Procedures:** The Contractor shall provide training on Contractor procedures to County personnel in at least the following areas: Initial Staff Orientation Training, Hazardous Waste and Lab pack Training, Chemical Identification Testing and Annual Refresher Training on Contractor Procedures as required.

The Contractor shall provide, at no cost, procedural training to the Collection Facility staff. The training shall include, but is not be limited to, assisting with lab packing, off-loading, shuttle segregation and classification.

- 10.4 **Mobilize/Demobilize:** Contractor shall mobilize and demobilize all labor and equipment required for each individual shipment.
- 10.5 **Preparation, Loading, Transportation, Recycling and/or Disposal:** The Contractor shall check and verify final packaging, labeling, and inventory; load; transport; and recycle and/or dispose of generated waste. **The Contractor will assume generator status for all wastes transported from St. Charles County's Household Chemical Collection Facilities.** The Contractor will also provide Certificates of Recycle/Disposal.
- 10.6 **Supplies and Materials:** The Contractor shall supply all materials, equipment, safety equipment, drums, absorbent, packing materials, general consumables required for the Contractor to accomplish this Scope of Work.
- 10.6.1 Supplies and materials required, but not limited to:
- 85 gallon Steel Over-pack Salvage drums
 - Open Top 55 gallon Steel Drums
 - Open Top 55 gallon Poly Drums
 - Open Top 30 gallon Poly Drums
 - Drum Liners
 - 5 gallon poly buckets with screw lids
 - Cubic Yard Boxes (PG I, II, III) with Liners
 - Vermiculite or Comparable Material
 - All Manifests
 - All Labels and Placards
 - All Materials required for Lab Packing and Shipping
 - MSDS Sheets or Software for General Waste Streams
 - Reference book with contract specific requirements
- 10.6.2 The Contractor shall provide materials to the County within three (3) weeks of date of request.
- 10.6.3 The County may, at its option, procure necessary supplies from vendor(s) other than the contractor under this agreement.
- 10.7 **Procedures:** The Contractor shall have, maintain, and follow specific procedures and plans in the following areas:
- Bulking Procedures
 - Unacceptable Waste Procedures
 - Unknown Waste Procedures
 - A Spill & Fire Prevention Plan
 - Emergency Preparedness and Contingency Action Plan
- 10.8 **Certification of Staff:** Contractor staff shall have a minimum certification of 40 hours Hazardous Materials Technician Level or be under the direct supervision of a certified supervisor.

- 10.9 Approved Equipment: The equipment utilized in the performance of this contract shall be properly licensed, placarded, and/or certified under all state and federal rules and regulations.
- 10.10 Safety: Contractor personnel shall take all measures necessary to safely load, transport, recycle, and/or dispose of collected household hazardous wastes in compliance with all state and federal regulations.
- 10.11 Customer Service: The Contractor will designate a customer service representative familiar with the contract accountable and responsible for performance of this contract. This representative will provide support and expert technical assistance as needed to the Recycle Works staff. The Contractor shall provide a toll-free hot-line to access such support.
- 10.12 Additional Assistance: The County may request the assistance of an analyst or technician. The fees for such personnel shall be as offered in the Contractors proposal.

Annual average quantities of materials collected over the previous three years at the Household Chemical Collection Center located at the St. Charles County Recycle Works Central facility. Please note, the collection at the Wentzville location is new and we do not have past statistics or estimates for the quantity of waste from that location.

	2010	2011	2012
Oil Based Paint / Flammables	17,740	15109	11703
Pesticides/Herbicides	2000	2200	1492
Others	1015	200	8684

BID FORM

SB 13-183 Loading, Transporting, Recycling and Disposal of Household Hazardous Waste

(Bidder name)

Submits the following bid for this project:

Schedule of Fees for Services

Description	Container Size/gallons	Price Per Unit	Price Per Pound
Latex Paint	55		
Latex Paint - Loose Pack	55		
Latex Paint	cubic yard		
Latex Paint	cubic meter/gaylord		
Non-Regulated Liquids	cubic yard		
Non-Regulated Liquids	cubic meter/gaylord		
Non-Regulated Solids	cubic yard		
Non-Regulated Solids	cubic meter/gaylord		
RCRA Empty Containers	cubic yard		
RCRA Empty Containers	cubic meter/gaylord		
Flammable Solids-Tar Patch and other DOT 4.1 solid fuel blending	55		
Flammable Solids-Tar Patch and other DOT 4.1 solid fuel blending	cubic yard		
Oil Based Paint	55		
Oil Based Paint - Loose Pack	55		
Oil Based Paint	cubic yard		
Flammable Liquids	55		
Flammable Liquids - Loose Pack	55		
Pesticides - Liquids	55		
Pesticides - Liquids w/o malathion	55		
Pesticides - Solids	55		
Pesticides - Solids w/o malathion	55		

Corrosives - Mixed Acids	30		
Corrosives - Mixed Acids	55		
Corrosives - Mixed Bases	30		
Corrosives - Mixed Bases	55		
Oxidizers/Organic Peroxides	30		
Oxidizers/Organic Peroxides	55		
Reactives	5		
Flammable Aerosols	cubic meter/gaylord		
Flammable Aerosols	Cubic yard		
Flammable Aerosols	55		
Batteries - Lithium*	5		
Batteries - Alkaline*	5		
Batteries - Alkaline*	55		
Batteries - Mercury*	5		
Mercury Contaminated Debris	5		
Mercury - Metallic	5		
Absorbent Material from Spill Cleanup	5		
Absorbent Material from Spill Cleanup	30		
Absorbent Material from Spill Cleanup	55		
Absorbent Material from Spill Cleanup	cubic yard		
Capacitors and/or Ballasts (PCB)	30		
Capacitors and/or Ballasts (PCB)	55		
Unknown Testing - DOT Characterization	each		

Schedule of Fees for Supplies

Description	Container/Size	Price per Unit
Overpack Salvage Drum	85 gallon	
Open Top Drum	55 gallon	
Poly Open Top Drum	30 gallon	
Open Top Drum w/Screw on Lids	5 gallon	
Cubic Yard Boxes - DOT Approved w/Poly Bags & Nails		
Vermiculite delivered on skid & shrunkwrapped	16# - 20# Bags	
Corn Cob Absorbent	40# Bags	

.Lump Sum Fee for Training and Initial On-site Assistance

(Training to include: Initial Staff Orientation Training, Hazardous Waste, and Lab pack Training)

\$ _____ **LUMP SUM**

Additional Services of Contractor Personnel for Consulting, Training, and And On-site Assistance; includes all per diem, lodging, and transportation costs as required, if required by the County:

	<u>Rate</u>	<u>Minimum Charge</u>
A. Certified Analyst*	_____/Hour	_____
B. Technician	_____/Hour	_____
C. Supervised Laborer	_____/Hour	_____

***CERTIFIED ANALYST** refers to an individual holding a professional certification such as CHMM or CET or an individual qualified by degree and experience as a Field Chemist relating to hazardous materials.

All hourly rates are for facility schedule of hours specified in the Request for Proposal; additional charge for time in excess of eight hours shall be no more than _____ percent of the base hourly rate above.

The vendor/contractor may submit an alternate proposal based on gross weight or drum, **provided** that the vendor/contractor also submits a proposal as specified herein. Any alternate proposal must show conversion from net weight specified by the County to the unit of measurement specified in the alternate proposal. The vendor/contractor must describe the features, advantages, and benefits of its alternate proposal.

ALTERNATE PROPOSAL IS ATTACHED YES NO

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: _____

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

American Made:

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term “public agency” includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

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