



## **LEGAL NOTICE**

**REQUEST FOR BID  
SEALED BID 11-183**

**For**

**Automatic Vehicle Location System (RE-BID)**

**For**

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

St. Charles County is seeking bids for **Automatic Vehicle Location System (RE-BID)**. 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 copies of the bid must be received in a sealed envelope plainly marked “**11-183 Automatic Vehicle Location System (RE-BID)**” 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 9/30/2011 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](mailto: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:

Rick Hooker, Purchasing Manager  
St. Charles County Government  
Finance Department  
201 North Second St  
St. Charles, Missouri 63301  
Fax: (636)949-7589  
[purchasing@sccmo.org](mailto:purchasing@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 **09/23/2011**. 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. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County.**

**Any Offeror engaging in such prohibited communications 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 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. 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 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

The St. Charles County Sheriff's Department requires an Automatic Vehicle Location System to track emergency vehicles and give turn-by-turn directions to deputies in their vehicles. The vendor must guarantee the quoted prices for a period of 180 days.

**Mapping system must integrate with existing Computer Aided Dispatch system from Information Technologies, Inc. (ITI). Pending and active calls for service from CAD must be displayed live on the map. All map data must integrate with the existing ITI Query Report Writer. The mobile map application must be integrated with ITI's Mobile Patrol for silent dispatch and automatically plot the address of a call.**

The St. Charles County Sheriff's Department requires an Automatic Vehicle Location System to track emergency vehicles and give turn-by-turn directions to deputies in their vehicles. The system will service approximately 90 vehicles over 563 square mile area. All systems proposed must be 1) standalone cellular/modem based or 2) utilize the existing cellular connections on the laptops in the vehicles. Clearly define the type of system in the proposal.

The proposal shall include:

- The design, coordination, supply, installation, testing, training, licensing, and yearly maintenance of the proposed system.
- A complete description of each proposed system and itemize the cost of all hardware, software, and any reoccurring costs.
- All bids shall include warranty and helpdesk support for all equipment and software necessary to provide a complete system. All warranty and helpdesk support pricing must also be itemized in the bid.
- **Provide references of three (3) clients similar in size to the County Sheriff's Department that utilized your proposed solution with their existing Computer Aided Dispatch System from Information Technologies, Inc (ITI).**

Vendor supplied hardware must be new and unused. All measurements provided in this specification are considered estimates. The County reserves the right to accept any, all or none of the vendor offerings to this RFP.

### Functional Requirements

There are two parts to this section. Complete both sections if you are proposing both a standalone solution and a solution that uses the existing laptops and their existing cellular connection.

#### **1) Standalone cellular/modem based solution**

Please answer to the availability of functionality in the proposed system. If you answer no, please explain differences in detail. Attach additional sheets of paper, if necessary. Identify in detail any third party solutions or willingness to make modifications to the software application. Any requirements not responded to by the vendor will be considered unavailable functionality. If the system has added features above the functional requirements, please list them and attach to the bid.

Yes=Y  
No=N  
Third party=3  
Modification=M

Reference the question number in your description.

<b><u>Requirements</u></b>	<b><u>Response</u></b> Y, N, 3, or M
<b><u>If more than one standalone system is proposed, copy and attach responses for each system.</u></b>	
1. Does the system allow secure tracking of vehicles by designated staff?	
2. Does the system track routes and speed of all vehicles?	
3. Does the system maintain historical logs for 90 days?	
4. Does the system allow the exporting of historical logs for permanent historical preservation?	
5. Does the system allow designated staff/dispatchers to send the destination to one or more vehicles, so deputies can receive audio and visual turn-by turn directions from their current location to the destination with no or little intervention from the deputies?	
6. Does the system allow deputies to easily input a destination, so deputies can receive audio and visual turn-by-turn directions from their current location to the destination?	
7. Does the system support road, hybrid, traffic, birds eye, satellite view, and weather radar mapping with the ability to easily switch between modes and filter information?	
8. Does the system allow deputies to view mapping information without seeing other vehicles?	
9. Does the system support the ability to track and/or control a minimum of 3 devices? (Emergency lights activated, unlock doors, disable starter, honk horn, etc.)	
10. Does the system update all vehicle information a minimum of every 5 seconds?	
11. Does the system automatically store and update all vehicle history if communication is lost with the service provider?	
12. If the system is a standalone cellular solution, can any cellular service be used? If no, what cellular service is required?	
13. Is the system one integrated system?	

**Cost Summary for Standalone Cellular/Modem Based Solution**

We anticipate implementing the system in 90 vehicles. Attach additional sheets of paper itemizing all costs totals. Please base the costs on the functional requirements and bid specifications.

<b><u>Item Description</u></b>	<b><u>Cost Total</u></b>
<b><u>If more than one standalone system is proposed, copy and attach responses for each system.</u></b>	
<b>Software/Licensing</b>	\$
<b>Hardware</b>	\$
<b>Training</b> – The vender must provide a detailed plan for project team training and technology personnel. This information <b>MUST</b> include: <ul style="list-style-type: none"> <li>• Overview of proposed Training, including project team and</li> </ul>	\$

<p>technology personnel.</p> <ul style="list-style-type: none"> <li>• Training would be preferred to be done based on a train the trainer model.</li> <li>• Use of third-party training resources. Vender should identify third party partners that provide training on the use of their application.</li> </ul>	
<p><b>Equipment Installation and Implementation</b>  The vendor shall be responsible for installation, integration and testing of all hardware and software. All hardware and software installation must be coordinated with the County I.S. department. All installations must be scheduled to create a minimum of interruption in the daily operations of the St. Charles County and the Sheriff's Department</p>	\$
<p><b>Total Cost of Standalone Cellular/Modem Based Solution</b></p>	\$

**Maintenance and Support Program for Standalone Cellular/Modem Based Solution**

We anticipate implementing the system in 90 vehicles. Attach additional sheets of paper itemizing all costs totals. Please base the costs on the functional requirements and bid specifications.

<p><b>Item Description</b></p> <p><b><u>If more than one standalone system is proposed, copy and attach responses for each system.</u></b></p>	<p><b><u>Cost Total</u></b></p>
<p><b>Maintenance and Support Program</b></p> <p>Specify the nature and cost of any post-implementation and on-going support provided by the vender including:</p> <ul style="list-style-type: none"> <li>• <b>Please indicate the cost for one month of maintenance for one device/vehicle</b></li> <li>• <b>Please indicate the cost for one year of maintenance for 90 devices/vehicle</b></li> <li>• Post-Implementation support (e.g., 3 months of on-site support after go-live)</li> <li>• Telephone support (include toll-free support hotline, hours of operation, availability of 24 X7 hotline, etc.)</li> <li>• 24 hour onsite service &amp; support</li> <li>• Special plans defining "levels" of customer support (e.g., gold, silver, etc.).</li> <li>• Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module and price upgrades need to be part of the maintenance cost.</li> <li>• Availability of user groups.</li> <li>• Problem reporting and resolution procedures</li> <li>• Bug Fixes and Patches.</li> <li>• Warranties</li> <li>• Other support (e.g., on-site, remote access, Website access to patches, fixes and knowledge base).</li> </ul>	



**Cost per Vehicle for Standalone cellular/modem based Solution**

Please include a cost per vehicle. The cost should include all hardware, software/licensing, and installation of all hardware in the vehicle. Itemize all costs, including installation of cabling to input devices (emergency lights activated, unlock doors, disable starter, honk horn, etc.)

<b>Cost Per Vehicle</b>	<b>\$</b>
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**Server Hardware/Software for Standalone Cellular/Modem Solution**

Please answer to the availability of functionality in the proposed system. If you answer no, please explain differences in detail. Attach additional sheets of paper, if necessary. Identify in detail any third party solutions or willingness to make modifications to the software application. Any requirements not responded to by the vendor will be considered unavailable functionality.

- Yes=Y
- No=N
- B=Both
- M=Modification

Reference the question number in your description.

<b>Item Description</b>	<b>Response Y, N, B, or M</b>
<b><u>If more than one system is proposed, copy and attach responses for each system.</u></b>	
1) Is the system a hosted solution? If yes, skip questions 2-6.	
2) Does the system support Windows Server 2003 and/or Windows Server 2008?	
3) Does the system support SQL 2005 and/or SQL 2008?	
4) Does the system support virtualization?	
5) Can the application and database servers reside on different servers/virtual machines?	
6) Does the application and database support Microsoft clustering?	

**2) Laptop/Existing Cellular Solution**

Please answer to the availability of functionality in the proposed system. If you answer no, please explain differences in detail. Attach additional sheets of paper, if necessary. Identify in detail any third party solutions or willingness to make modifications to the software application. Any requirements not responded to by the vendor will be considered unavailable functionality. If the system has added features above the functional requirements, please list them and attach to the bid.

- Yes=Y
- No=N
- Third party=3
- Modification=M

Reference the question number in your description.

<b><u>Requirements</u></b>	<b><u>Response</u></b> Y, N, 3, or M
<b><u>If more than one laptop/existing cellular system is proposed, copy and attach responses for each system.</u></b>	
1. Does the system allow secure tracking of vehicles by designated staff?	
2. Does the system track routes and speed of all vehicles?	
3. Does the system maintain historical logs for 90 days?	
4. Does the system allow the exporting of historical logs for permanent historical preservation?	
5. Does the system allow designated staff/dispatchers to send the destination to one or more vehicles, so deputies can receive audio and visual turn-by turn directions from their current location to the destination with no or little intervention from the deputies?	
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10. Does the system update all vehicle information a minimum of every 5 seconds?	
11. Does the system automatically store and update all vehicle history if communication is lost with the service provider?	
12. If the system is a standalone cellular solution, can any cellular service be used? If no, what cellular service is required?	
13. Is the system one integrated system?	

**Cost Summary Laptop/Existing Cellular Solution**

We anticipate implementing the system in 90 vehicles. Attach additional sheets of paper itemizing all costs totals. Please base the costs on the functional requirements and bid specifications.

<b><u>Item Description</u></b>	<b><u>Cost Total</u></b>
<b><u>If more than one laptop/existing cellular system is proposed, copy and attach responses for each system.</u></b>	
<b>Software/Licensing</b>	\$
<b>Hardware</b>	\$

<p><b>Training</b> – The vender must provide a detailed plan for project team training and technology personnel. This information <b>MUST</b> include:</p> <ul style="list-style-type: none"> <li>• Overview of proposed Training, including project team and technology personnel.</li> <li>• Training would be preferred to be done based on a train the trainer model.</li> <li>• Use of third-party training resources. Vender should identify third party partners that provide training on the use of their application.</li> </ul>	\$
<p><b>Equipment Installation and Implementation</b> The vendor shall be responsible for installation, integration and testing of all hardware and software. All hardware and software installation must be coordinated with the County I.S. Department. All installations must be scheduled to create a minimum of interruption in the daily operations of the St. Charles County and the Sheriff’s Department</p>	\$
<p><b><u>Total Cost Laptop/Existing Cellular Solution</u></b></p>	\$

**Maintenance and Support Program for Laptop/Existing Cellular Solution**

We anticipate implementing the system in 90 vehicles. Attach additional sheets of paper itemizing all costs totals. Please base the costs on the functional requirements and bid specifications.

<p><b>Item Description</b></p> <p><b><u>If more than one laptop/existing cellular system is proposed, copy and attach responses for each system.</u></b></p>	<p><b><u>Cost Total</u></b></p>
<p><b>Maintenance and Support Program</b></p> <p>Specify the nature and cost of any post-implementation and on-going support provided by the vender including:</p> <ul style="list-style-type: none"> <li>• <b>Please indicate the cost for one month of maintenance for one device/vehicle</b></li> <li>• <b>Please indicate the cost for one year of maintenance for 90 devices/vehicle</b></li> <li>• Post-Implementation support (e.g., 3 months of on-site support after go-live)</li> <li>• Telephone support (include toll-free support hotline, hours of operation, availability of 24 X7 hotline, etc.)</li> <li>• 24 hour onsite service &amp; support</li> <li>• Special plans defining “levels” of customer support (e.g., gold, silver, etc.).</li> <li>• Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module and price upgrades need to be part of the maintenance cost.</li> <li>• Availability of user groups.</li> <li>• Problems reporting and resolution procedures</li> <li>• Bug Fixes and Patches.</li> </ul>	

<ul style="list-style-type: none"> <li>• Warranties</li> <li>• Other support (e.g., on-site, remote access, Website access to patches, fixes and knowledge base).</li> </ul>	
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**Cost Per Vehicle Laptop/Existing Cellular Solution**

Please include a cost per vehicle. The cost should include all hardware, software/licensing, and installation of all hardware in the vehicle. Itemize all costs, including installation of cabling to input devices (emergency lights activated, unlock doors, disable starter, honk horn, etc.)

<b>Cost Per Vehicle</b>	<b>\$</b>
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**Server Hardware/Software Laptop/Existing Cellular Solution**

Please answer to the availability of functionality in the proposed system. If you answer no, please explain differences in detail. Attach additional sheets of paper, if necessary. Identify in detail any third party solutions or willingness to make modifications to the software application. Any requirements not responded to by the vendor will be considered unavailable functionality.

- Yes=Y
- No=N
- B=Both
- M=Modification

Reference the question number in your description.

<b>Item Description</b>	<b>Response</b> <b>Y, N, B, or M</b>
<b><u>If more than one system is proposed, copy and attach responses for each system.</u></b>	
1. Is the system a hosted solution? If yes, skip questions 2-6.	
2. Does the system support Windows Server 2003 and/or Windows Server 2008?	
3. Does the system support SQL 2005 and/or SQL 2008?	
4. Does the system support virtualization?	
5. Can the application and database servers reside on different servers/virtual machines?	
6. Does the application and database support Microsoft clustering?	

## 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