

SPECIAL ADMINISTRATIVE BOARD OF THE TRANSITIONAL SCHOOL

DISTRICT OF THE CITY OF ST. LOUIS

RFP TITLE: District-Wide Water Treatment and Treatment Equipment Repairs for Heating and Air Conditioning Equipment

RFP# 035-1617

MANDATORY BIDDER'S CONFERENCE:February 15, 2017, at 12 P.M.BIDDER'S CONFERENCE LOCATION:801 North 11 th St. St Louis, MO, 63101 (Conference room TBD)FINAL QUESTIONS DUE:February 22, 2017, 4:00 P.M.BID DUE DATE:March 2, 2017, 11:30 A.M.SUBMIT TO:Purchasing Office, St. Louis Public Schools Second Floor – Cashier's Wind 801 North 11th Street St. Louis, Missouri 63101	DATE OF ISSUANCE:	February 1, 2017
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Number of copies required: (3) marked "Copies", (1) marked "Original", and (1) copy on electronic CD or flash drive. It is recommended that each original and copy have tabs corresponding to the required sections listed in this RFP, as appropriate. Original and copies are to be submitted in 3-ring binders or binding of some fashion.

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1. ANNOUNCEMENT FOR SEALED PROPOSALS

The Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public Schools System) (the "District") wishes to provide District-Wide Water Treatment and Treatment Equipment Repairs for Heating and Air Conditioning Equipment.

NOTICE TO BIDDERS:

The sealed Proposal shall be received in the Purchasing Office of Saint Louis Public Schools, 801 North 11th Street, Saint Louis, MO 63101, Second Floor - Cashier's Window no later than **11:30a.m.** on **March 2, 2017.** A bidder's mandatory conference will be held on **February 15, 2017 at 12:00 p.m. at 801 N. 11th Street, Saint Louis, Missouri 63101** at which time submitted questions will be answered. Copies of the RFP may be obtained from the <u>www.slps.org</u>, "Shortcuts", "Purchasing / RFPs", or from the Purchasing Department, St. Louis Public Schools, 801 North 11th Street, St. Louis, MO 63101.

The District reserves the right to accept or reject any or all proposals and to waive any irregularities. The District also reserves the right to negotiate with selected firms regarding pricing and structure fees. All information included in your RFP response may be incorporated, at the District's option, in the contract for District-Wide Water Treatment and Treatment Equipment Repairs for Heating and Air Conditioning Equipment to be entered into between the District and selected firm. Any contract awarded as a result of this RFP will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation or national origin.

2. SERVICES

2.1. GENERAL

- 2.1.1. Attachment A describes the scope of services
- 2.1.2. The contract will be a one year contract with three renewal options. The initial contract dates will be July 1, 2017 thru June 30, 2018.
- 2.1.4 Bidders shall fill in Attachment B price sheet along annual renew increases (percentage) for each of three additional years:

2.2. INSPECTION OF SITE AND EQUIPMENT

By signature on the proposal, the bidder affirms that he has had sufficient opportunity to examine the work site, conditions, equipment and request for proposal, (RFP). Bidders are welcome to visit the Schools. Vendors must sign in at each school's office and explain the reason for their visit. You should carry this RFP with you to support your visit. Late afternoon visits are preferred to avoid students and instruction.

2.3. BID EVALUATION

- 2.3.1.Please give pricing for all schools listed in this bid, Attachment B. The listing of equipment covered by this Contract may be altered by the addition or deletion of specific units and the amount of payment adjusted accordingly. (i.e., school closing) Payment for additional or modified units will be at an agreed upon price, based on the quoted price for comparable units, and deductions from payment for deleted items will be made at the quoted prices.
- 2.3.2. In order to provide a consistent basis for evaluating bids, please provide all the information required in section 7. However, selection will be made based upon the estimated annual price for all bidders deemed to be responsive.

3. PROPOSAL

3.1. PART I - Qualifications/Resume and Operations Plan

The following information should be provided in Part I. The proposal should be clearly marked: "Part I--Qualifications/Resume and Operations Plan."

- 3.1.1.Please respond briefly, but completely, to the following:
 - 3.1.1.1. Firm Name
 - 3.1.1.2. Address
 - 3.1.1.3. Contact Person
 - 3.1.1.4. Telephone Number
 - 3.1.1.5. Fax Number
 - 3.1.1.6. Email Address

3.1.2.Bid Response Elements

- 3.1.2.1. Firm Qualifications
- 3.1.2.2. References (Other school district where possible)
- 3.1.2.3. Brief description of firm's experience with providing the requested services
- 3.1.2.4. Copies of Licenses and Certifications
- 3.1.2.5. Bid Security and Insurance certification (Only when required)

3.2. PART II - Cost/Pricing Proposal

The following information should be included in the proposal clearly marked "Part II - Cost/Pricing Proposal."

3.2.1 Fill out Attachment B

4 INSTRUCTIONS TO BIDDERS

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BID CONDITIONS

Bidder should prepare and submit a sealed District-Wide Water Treatment and Treatment Equipment Repairs for Heating and Air Conditioning Equipment Proposal. On the outside of the sealed Proposal, an envelope shall be securely affixed to the outside of the box or larger envelope containing the full response to this RFP and shall be delivered to the address listed below in sufficient time to ensure receipt of same prior to the scheduled bid opening as indicated herein. The Proposal shall include one original, 3 copies and one electronic proposal on CD.

The upper left hand corner of the envelope shall be plainly marked as RFP# **035-1617** along with the firm name and closing time and addressed to:

PURCHASING OFFICE OF SAINT LOUIS PUBLIC SCHOOLS SECOND FLOOR – CASHIER'S WINDOW 801 NORTH 11TH STREET SAINT LOUIS, MO 63101

- **4.2 Manner of Bid Submission -** Bids must be filled out as requested including all required signatures and pertinent information. Failure to do so is reason for rejection of the bids. If Bidder is a corporation, the corporate name must be correctly stated. The owner, a partner or an authorized officer must sign his name, and insert address of Bidder.
- **4.3 Awards-** Bids will be accepted on unit basis for each numbered item, at the regular monthly meeting, of the District when awards will be made to the lowest responsible bidder complying with the terms of these specifications, except that the right is reserved by the District to make such selection, as in its judgment, is best suited for the purpose intended, or to reject any or all bids.
- 4.4 Rejection of Bids The District reserves the right to accept or reject any bid or any part of any bid.
- **4.5 Submitted Bids Considered Final -** All bids shall be deemed final, conclusive and irrevocable, and no bid shall be subject to correction or amendment for any error or miscalculation.
- **4.6 Form of Contract -** Each successful Bidder shall be required to enter a contract in the form prescribed by the District. A copy of each such form may be examined at the Department of Purchasing, 801 North 11th Street, St. Louis, MO 63101.

- 4.7 **Bond** A bid bond and performance bond will not be required.
- **4.8 Preference for Missouri Products** The District will purchase and use only those materials, products and supplies, which are produced, manufactured, compounded, made or grown, within the State of Missouri. When they are found in marketable quantities in the State of Missouri, and are of a quality suited to the purpose intended, and can be secured without additional cost over out-state products. However, quality and fitness of articles will be considered in making purchases or letting contracts.
- 4.9 **Taxes -** Bidders shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, and OR STATE RETAIL TAX in the Bid, as these taxes do not apply to the District.
- 4.10 **War Clause** In the event that during the existence of a state of war the United States Government takes over the plant of any manufacturer with whom the contractor has theretofore contracted to furnish the articles required under his contract with the District, or any essential element thereof, and because of such action of the government, the contractor may furnish and deliver the articles required under the contract, and cannot obtain them elsewhere. Then and in these events the contractor may furnish proof of said facts to the Director of Purchasing, who shall thereupon conclusively determine whether such facts exist. And said if facts are so found to exist, the contractor shall have the right to cancel such contract by notice in writing delivered to the Director of Purchasing within ten days after the date of such determination by the Director of Purchasing.
- **4.11 Compensation** Bidders are cautioned that items and/or services must be furnished at the price submitted. No increase in price will be permitted during the term of the contract.

5 MINORITY PARTICIPATION

- 5.2 The St. Louis Public Schools has developed a plan for participation in projects by minority business. This plan includes the following elements:
 - 5.2.1 **Outreach** A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures and availability of plans.
 - 5.2.2 **Good Faith Effort-** A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply.
 - 5.2.3 **Identification and Recruitment** A commitment to coordinate efforts with the City of St. Louis, Contract Office, in the development of potential minority contractor interest.
 - 5.2.4 **Monitoring and Reporting-** A commitment to measure and report anticipated and actual MBE/WBE participation.

5.3 Discrimination In Employment By The Special Administrative Board

- 5.3.1 During the performance of the contract, the SELECTED FIRM agrees as follows:
- 5.3.2 The SELECTED FIRM will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The SELECTED FIRM will take affirmative action to ensure that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity.
- 5.3.3 The SELECTED FIRM will, in all solicitations or advertisements for employees placed by or on behalf of the SELECTED FIRM, states that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

- 5.3.4 The SELECTED FIRM will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising that labor unions or workers representative of the Contractor's commitments under contracts with the District.
- 5.3.5 The SELECTED FIRM will maintain and, upon request make available to the District all records and data necessary or useful to the review and monitoring of compliance with the nondiscrimination clauses of this contract. In the event the SELECTED FIRM fails or refuses to make such records available, this contract may be cancelled, terminated, or suspended in whole or impart by the District, and the SELECTED FIRM may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.
- 5.3.6 In the event of the SELECTED FIRM's non-compliance with the non-discrimination clauses of this contract, this contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED FIRM may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

5.4 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE POLICIES

5.4.2 It is the policy of the District that minority and women-owned businesses shall have the maximum opportunity to participate in the performance of contracts utilizing District funds. MBE/WBE firms included in the respondent's submittal, either as prime consultants or subcontractors, must be certified by one or more of the following agencies on or before the date of the submission of qualifications:

Missouri Division of Purchasing and material management

Online: For MBEs: <u>http://www.oa.mo.gov</u> For WBEs: http://www.oa.mo.gov Phone: 573-715-8130

City of St. Louis: Disadvantaged Business Enterprise Program

Online: http://www.mwdbe.org/ Phone: 314-551-5000

St. Louis Minority Business Council

Online: http://www.slmbc.org/ Phone: 314-241-1143

6 BIDDER'S CONFERENCE

6.2 Interested firms may attend a mandatory pre-submittal bidder's conference scheduled for February 15, 2017 at 12:00 p.m. at 801 N. 11th Street, Saint Louis, Missouri 63101 in conference room TBA. Attendance is not mandatory for responding to this RFP. Please RSVP via email Terrance Bullock at <u>Terrance.Bullock@slps.org</u>. At the pre-submittal bidder's conference, a representative from the District will be available to answer questions. Meeting minutes will be taken during the question and answer portion and distributed to all firms requesting the RFP.

7 BIDDER DISCLOSURE

- 7.2 Bidders should provide detailed information addressing each of the following areas:
 - 7.2.1 Licensing and certification in the field of the requested services;

- 7.2.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 12 months;
- 7.2.3 Information regarding law suits relevant to the requested services that are pending or have be have resolved within the past 12 months;
- 7.2.4 Failure to be forthright in disclosure shall be grounds for disqualification of a vendor. This section shall not be interpreted to require the disclosure of information shielded from disclosure by State or Federal Statutes and/or court order.

8 EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD EVALUATION CRITERIA

8.3 The following criteria will be used with the weighted values below to evaluate each proposal received. The District reserves the right to request clarification to the proposal in order to evaluate all proposals:

Crite	ria		Value
8.3.1	Total price		20
8.3.2	Overall effectiveness of proposal		30
8.3.3	Prior working relationship with the district		10
8.3.4	Vendor's experience and demonstrated expertise		10
8.3.5	M/WBE Participation		<u>30</u>
		Total Points Possible	100

- 8.4 **Bid Opening** All bids received on or before **March 2, 2017** at **11:30** a.m. shall be assembled and opened publicly promptly at that time in the district offices located at 801 N. 11th Street in conference room TBA. All interested parties are welcome to attend.
- 8.5 **Evaluation** The District will assemble a review committee to assist in evaluating all responses to this RFP. From this evaluation, the District may select a firm or consultant team solely on the basis of submittals, or may additionally identify a short list of firms for possible interviews. The District may contact any or all respondents to clarify submitted information.

8.5.1 The Evaluation Team shall consist of the following individuals:

Name	<u>Title</u>
John Zaegel	Director of Facilities
Rosmon Johnson	Maintenance Manager
Square Watson	Energy Analyst

8.6 Award - Following the issuance of this RFP and until the Notice of Intent to Award, firms shall communicate only AND solely with the District authorized representative Terrance Bullock regarding this RFP. During this period, any other communication regarding this RFP with other members of the staff, representatives, or associates of the District is discouraged.

8.7 CONTRACTING

Upon selection of firm(s), the District will negotiate a scope of services and other terms and 8.7.1 conditions of an agreement with the selected firm. If such negotiations are not successful, the District reserves the right to begin negotiations with other respondents. Respondents whose proposals are not accepted will be notified in writing as soon as practical.

TENTATIVE SELECTION TIMELINE

February 1, 2017	Release RFP to the marketplace
February 15, 2017	Mandatory Bidder's Conference at 12:00 a.m. (conference room TBD)
February 22, 2017	Final Questions Due at 4 p.m.
March 2, 2017	Bids due in Purchasing Department at 11:30 a.m.
The District reserves the right	to modify this schedule as needed

The District reserves the right to modify this schedule as needed.

10 **RESERVATION/STIPULATED**

- 10.2 The District reserves the right, at its sole discretion, to 1) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so, 2) waive minor informalities of a submittal, 3) cancel, revise, or extend this solicitation, 4) request additional information deemed necessary, 5) extract, combine, and delete elements of individual proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.
- 10.3 This RFP does not obligate the District to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFP. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agent, employees, assigns or others, whether related or not to the vendor.
- 10.4 The District will give preference to firms based in the bi-state St. Louis metropolitan area when other considerations are equal.
- 10.5 Careful consideration should be given before confidential information is submitted to the District as part of your District-Wide Water Treatment and Treatment Equipment Repairs for Heating and Air Conditioning Equipment Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. The Missouri Sunshine Law provides for public access to information the District possesses. Information submitted to the District that you wish to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be accepted.
- 10.6 Respondent acknowledges that, if respondent is selected for the engagement, all electronic, written and printed materials developed by the respondent as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way desired by the District, in its sole and unfettered discretions.
- 10.7 By submitting a response to this RFP, respondent acknowledges that the qualifications of each member of the respondent team are important criteria in the selection process. The selected respondent will not be allowed to substitute any members of the respondent team in the response without prior approval by

the District. The District, in its sole discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of teams.

- 10.8 By submitting a response to this RFP, respondent acknowledges that adherence to the schedule for the work is of critical importance to the District, and agrees to dedicate the personnel listed in the response to completing the work in accordance with the schedule outlined in this RFP. Respondent further acknowledges that the agreement for the engagement may include significant penalties for failure to perform in accordance with the schedule.
- 10.9 By submitting a response to this RFP, each respondent acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.
- 10.10 By submitting a response to this RFP, each respondent acknowledges and agrees that the District, and any consultants retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's submission, and authorizes the release to the District and/or the District consultants of any and all information sought in such inquiry or investigation.
- 10.11 Any misrepresentations or false statements contained in a response to this RFP or in any request for additional information related to this RFP, whether intentional or unintentional, shall be sufficient grounds for the District to remove respondents from competition for selection at any time.

11 QUESTIONS/ADDENDA

Questions regarding the meaning or interpretation of the RFP must be submitted in writing via mail, email or fax to:

Terrance Bullock Purchasing Department Saint Louis Public Schools 801 North 11th Street, Saint Louis, MO 63101 Email: <u>Terrance.Bullock@slps.org</u> Fax: (314) 345-2390

All questions regarding this RFP shall be made electronically via e-mail in writing and directed to Terrance Bullock at Terrance.Bullock@slps.org. The subject of the e-mail shall be "QUESTION - RFP# 035-1617". Failure to provide the correct RFP number in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed on the first page above shall not be considered or answered. Questions properly submitted in writing prior to the due date will be addressed. Answers to all properly submitted written questions will be posted on the District's website at www.SLPS.org as addenda no later than three (3) business days prior to the Proposal Due Date..

No communication shall be made with any other District employee regarding this RFP. Violation of this provision may result in the rejection of a vendor's bid.

12 NON-SUBMITTAL RESPONSE FORM

RFP Title: District-Wide Water Treatment and Treatment Equipment Repairs for Heating and Air Conditioning Equipment RFP #: 035-1617

NOTE TO BIDDER:

f your company's response is a "non-submittal", the District is very interested in the reason for such respons	e
ince the District desires to ensure that the procurement process is fair, non-restrictive and attracts maximur	n
participation from interested companies. We, therefore, appreciate your response to this non-submittal response	e
form.	

Please indicate your reason for responding with a "non-submittal":	
Unable to meet requirements for this project.	
Unable to meet time frame established for start and/or completion of project.	
Received too late to reply. Received on	
Please remove our company's name from receiving similar type solicitations	
Other:	

Your response will be given careful consideration, and included in the contract file. Your input will assist the district in determining changes necessary to increase maximum participation and competition.

AUTHORIZED SIGNATURE	TITLE	DATE	
NAME OF COMPANY/CONSULTANT			_
COMPANY ADDRESS		-	
()	() FACSIMILE	-	
E-MAIL ADDRESS			_

13 BIDDER AFFIRMATION FORM

RFP Title: District-Wide Water Treatment and Treatment Equipment Repairs for Heating and Air Conditioning Equipment RFP#: 035-1617

NAME OF COMPANY/CONSULTANT: _____

After careful examination of the solicitation document in its entirety, Request for Proposal for RFP# 035-1617-District-Wide Water Treatment and Treatment Equipment Repairs for Heating and Air Conditioning Equipment, and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

The Bidder's Checklist in Section 14 has been complied with, is completed, and is enclosed with this Proposal.

For consideration of this proposal, the undersigned hereby affirms that (1) he/she is a duly authorized official of the company, (2) that the offer is being submitted on behalf of the bidder in accordance with any terms and conditions set forth in this document and (3) that the company will accept any awards made to it as a result of the offer submitted herein for a minimum of one year following the date of submission

If notified in writing by mail or delivery of the acceptance of these documents, the undersigned agrees to furnish and deliver to the District within three (3) days' proof of Liability Insurance.

The District shall provide the Bidder with a contract agreement, which will set forth the terms of this agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Missouri.

Nondiscrimination in Employment: We the supplier of goods, materials, equipment or services covered by this proposal or contract have not discriminated in the employment, in any way, against any person or persons, or refused to continue the employment of any person or persons on account of their race, creed, color, or national origin.

Respectfully submitted, Authorized Official: Title:

Print Name	Signature	Date
Address		-
() Business Telephone Number	() Facsimile	
E-mail Address		

The full names and addresses of persons and organizations interested in the foregoing Request for Proposal as principals of the company are as follows:

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14 BIDDER'S CHECKLIST

RFP Title: District-Wide Water Treatment and Treatment Equipment Repairs for Heating and Air Conditioning Equipment RFP #: 035-1617

- () Submitted all information as requested.
- () Received _____ no. addendum (s).
- Submitted _____ no. copies of the proposal.
 The Proposal shall include one original, 3 copies and one electronic proposal on CD.
- () Signed Bidder Affirmation form (by an authorized official of the company where appropriate).
- () No conditions or restrictions have been placed by the company on this proposal that would declare it non-responsive.
- () Prepared to provide the insurance required.
- () Submitted a copy of license to conduct business for the City of St. Louis, Missouri.
- () Submitted state tax identification number.

Signature of Authorized Official

Date

Company Name

Attachment A

Scope of Work

GENERAL REQUIREMENTS

- 1.1.1.The service to be provided requires the Bidder to provide complete water analysis, chemicals, testing equipment, training, consulting and technical service in support of the chemical cleaning and treatment of the following systems:
 - 1.1.1.1. 1. Condenser Water Systems
 - 1.1.1.2. 2. Chilled Water Systems
- 1.1.2. The Bidder shall have three qualified Service Representatives available for all the facilities to assist with the initial application of the chemicals, regular service, and training of the Facility personnel. They will then make at least once a month service visits as specified herein or more often if required to analyze water samples, to inspect the equipment and to make recommendations for continued application of the products.
- 1.1.3.A service report shall be prepared on site and submitted at the time of each service visit and shall include all required test results and recommendations. In addition, a two page monthly summary report will be drawn up and reviewed with the owner within 7 business days of the previous month.

1.2. TECHNICAL SPECIFICATIONS

1.3. GENERAL

- 1.3.1. Work covered by this specification consists of providing all treatment chemicals, consulting services, training, testing, technical services, equipment and materials necessary for the work herein called for.
- 1.3.2. Guarantee and Service: All materials furnished by the Bidder shall be new, and both workmanship and materials shall be of good quality.

1.4. BASIC SERVICES

- 1.4.1.Routine Services: Bidder's Service Representative shall provide a minimum of one monthly service visit to include consulting and cooling water analyses for:
- 1.4.2.Condenser System: conductivity (TDS), "M" alkalinity, calcium hardness, scale and corrosion inhibitor levels, Bacteria levels with MQT, Oxidizing Biocide level, and Legionella. Any additional visits required shall be at no additional cost to the Owner.
- 1.4.3.Chilled and hot water systems: shall be analyzed at least twice a year for nitrite and conductivity, and pH.
- 1.4.4. A computer generated report will be prepared at the conclusion of each monthly site visit, showing all test results and providing recommendations for continued systems operations. A two page monthly summary of all reports shall be given to the owner within 7 business days of the previous month.

- 1.4.5.Technical Service: The provider shall include the cost for maintaining, installing and repairing all equipment in the feed control system. This includes TDS controllers, timers, pumps, chemical injection points, and automatic blow down valves. The cost of new materials is exempt. The bidder will be expected to do repairs on these systems as soon as the problem is uncovered. The bidder will not be required to perform any work that requires welding or tapping.
- 1.4.6. Training: The Bidder shall provide training for operating personnel on the chemical testing, application and control of the treatment program as needed. This training will be conducted in a classroom setting.
- 1.4.7. Training shall include such tests that are required to satisfactorily monitor the treatment program, including conductivity (TDS), Chlorine level, and scale and corrosion inhibitor levels. Test kits including all necessary reagents for these tests shall be included in the Bidder's proposal. Operating personnel will be trained on basic chemistry, system operation, testing procedures, and safety.
- 1.4.8.Program Administration Manual: The Bidder shall provide the Facility with two Program Administration Manuals including sections covering program control, testing requirements, in-plant logs, safety data, and system information. Each section shall include the following:
- 1.4.9.Program Control: This section will include a complete program outline with chemical descriptions, control ranges, and required action for "out of range" situations. It will also contain complete ordering instructions with applicable account numbers and phone numbers.
- 1.4.10. Testing Requirements: This section will include basic testing practices as well as detailed test instructions for each test being performed by Facility personnel.
- 1.4.11. In-Plant Logs: This section will include detailed testing log sheets for each system to be tested including room to record one month's data on one sheet and a section to log chemical inventory.
- 1.4.12. Safety Data: This section will include the Bidder's 24-Hour toll free safety hotline number as well as MSDS sheets for each chemical used.
- 1.4.13. System Information: This section will be provided for any equipment manuals and related information to be stored.

1.5. TREATMENT PROGRAM - CONDENSER WATER SYSTEMS

- 1.5.1.Bidder will provide a single product cooling water treatment program with scale inhibitors, corrosion inhibitors and biodispersant.
- 1.5.2. The product shall contain PBTC phosphonate or HEDP for scale inhibition and mild steel corrosion protection, benzotriazole or tolytriazole as a copper corrosion inhibitor and polymer for dispersancy. It shall also contain bio dispersant.
- 1.5.3.Cycles of concentration will be maintained in a range of 6-7 for efficient operation and cost effective conservation of water and treatment chemicals. St Louis city water is the make up water to the tower systems. The Bidder is ultimately responsible for using the make-up water analysis to make this determination and proving that the proposed chemistry can provide proper system protection given make-up water quality. The feeding of Acid to the systems is not permitted.
- 1.5.4. The condenser water inhibitor furnished shall not contain chromate, molybdate, chlorophenate or sulfuric acid.

1.5.5. The Bidder shall provide a biocide program consisting of both an oxidizing and a non-oxidizing type biocide. The non-oxidizing biocide must be compatible with the scale and corrosion inhibitor program and be fed at biocidal dosages at least once a week (carbamate is unacceptable). The oxidizing biocide must be a liquid bromine based chemistry. The feeding of Bleach (Sodium Hypochlorite) as the oxidizing biocide is unacceptable. The oxidizing biocide must be fed at least 3 times per week at a dosage of 100ppm and maintain a free halogen level of 0.2ppm. The oxidizer must also be a liquid fed directly from the drum with no mixing of the chemical on location.

1.6. TREATMENT PROGRAMS - CHILLED WATER SYSTEMS

- 1.6.1.Bidder will provide a single, liquid product treatment. This product shall contain at least tolytriazole as a copper corrosion inhibitor, nitrite and caustic as a ferrous metal inhibitor, and a polymeric dispersant.
- 1.6.2. The same type of non-oxidizing biocide that is used for the condenser water treatment program shall be used in the event sterilization of the chilled and/or hot water systems is required.

1.7. TREATMENT PROGRAMS-QUALITIY RESULTS ASSURANCE

- 1.7.1. The condenser water program proposed by the Bidder shall be capable of maintaining a corrosion rate of less than 3.0 mils per year for mild steel and 0.1 mils or less per year for copper in the cooling water system. These rates should be verified with corrosion coupons. If the system(s) being tested do not contain a carrier (coupon holder) for the coupons bidder shall install one on each of the systems being tested at no additional cost. All coupon holders must be approved by SLPS management before installation. Condenser water coupons must be analyzed two times per year with a minimum 90-day system exposure. A report of the coupon analytical results will be provided to the Owner or Owner's representative.
- 1.7.2. The chilled water programs proposed by the Bidder shall be designed to maintain corrosion rates below 1.0 mils per year for mild steel and 0.1 mils per year for copper. Hot and chilled water coupons must be analyzed once a year with a minimum 90-day system exposure. A report of the coupon analytical results will be provided to the Owner or Owner's representative.
- 1.7.3.Condenser water microbiological growth levels will be maintained below 10,000 cfu's aerobic bacteria and 10 cfu's anaerobic bacteria. These levels will be determined with aerobic bacteria dipslides and anaerobic bacteria test provided by the Bidder and performed on-site by Facility personnel monthly. Also, the Bidder will perform detailed microbiological culturing off-site at an analytical laboratory twice per year. A report of the off-site analytical results will be provided to the Owner or Owner's representative.
- 1.7.4. Hot and Chilled water microbiological growth levels will be maintained below 1000 cfu's aerobic bacteria and 10 cfu's anaerobic bacteria. The Bidder will perform detailed microbiological culturing off-site at an analytical laboratory annually to determine these levels. A report of the off-site analytical results will be provided to the Owner or Owner's representative.

1.8. CHEMICAL CONTAINERS

1.8.1. The treatment chemicals shall be provided in drums that are delivered to the point of injection. Mix tanks are not acceptable, and there will be no mixing chemical on site. The drums must be delivered to the point of feed, and pumped directly from the drum. There will be no chemical delivered to the dock or left in hallways. Any empty containers should be removed and disposed of properly.

1.9. BID COST

- 1.9.1.Bidders shall bid one price only. Costs of services and any materials or equipment necessary to deliver chemicals or perform analyses shall be included in chemical cost.
- 1.9.2. Annual renew increases (percentage) for each of three additional years:
 - 1.9.2.1. 2017/2018: %_____
 - 1.9.2.2. 2018/2019: %_____
 - 1.9.2.3. 2019/2020: %_____

1.9.3. Submittals: Bidders shall submit the following with their bid:

- 1.9.3.1. Dosage range in parts per million of all chemistry, including nitrite for closed loops, polymer for scale control, alkalinity level, free halogen, and targeted bio-counts. Please also indicate the cycles of concentration targeted.
- 1.9.3.2. Indicate total pounds of Scale and Corrosion inhibitor, Oxidizing Biocide, and Non-Oxidizing Biocide for each school. Also indicate annual make up water gallons used in calculation for Scale and Corrosion Inhibitor for each school system.
- 1.9.3.3. List of chemical analyses to be conducted by the Vendor.
- 1.9.3.4. Product data for all chemicals to be used in the specified water treatment programs. Product data sheets are defined as manufacturer's printed literature specifically marked to indicate size, model number, properties and recommended usage.
- 1.9.3.5. Material Safety Data Sheets (MSDS) on all chemicals to be used in the treatment program, including reagents and test chemicals.
- 1.9.3.6. Sample of Service Report
- 1.9.3.7. Product data and shop drawings for all new equipment or modifications to existing equipment or systems required to accommodate water treatment program prior to approvals for any proposed changes.
- 1.9.3.8. Name, biographical information and educational information on the Primary Service Engineer/Chemist, and the two technical Service Engineers.
- 1.9.3.9. List of references as required in previous section.
- 1.9.3.10. Sample of Training presentation for School Personnel.
- 1.9.3.11. Lab resume including capabilities and credentials.

1.10. INSPECTION OF SITE AND EQUIPMENT

- 1.11.By signature on the proposal, the bidder affirms that he has had sufficient opportunity to examine the work site, conditions, equipment and all Contract documents. An appointment for inspection shall be made with the Owner's Representatives. You will have access to each system to determine volume, make up characteristics, recirculation rates and equipment.
- 1.12. <u>BID EVALUATION</u>

- 1.12.1. Please give one price for all schools listed in this bid. The listing of equipment covered by this Contract may be altered by the addition or deletion of specific units and the amount of payment adjusted accordingly. (ie school closing) Payment for additional or modified units will be at an agreed upon price, based on the quoted price for comparable units, and deductions from payment for deleted items will be made at the quoted prices.
- 1.12.2. In order to provide a consistent basis for evaluating bids, please provide all the information required in section 7. The bid price shall be based on the indicated usages and the treatment chemical costs. All costs are to be rolled into the cost of the chemicals as stated above. Unit costs for products included in the proposal will be used to purchase chemicals and associated training, testing and technical services. However, selection will be made based upon the estimated annual price for all bidders deemed to be responsive. Owner reserves the right to approve alternate programs or treatment levels in the future if conditions change (e.g., leaks, makeup water quality, equipment, etc.)

The following is a list of Schools to be maintained and mandatory site visits. Vendors shall meet at the first school with SLPS staff at date and time listed. Meet at the school office. The other site visits will follow at the pace established by SLPS staff. These visits should take 2-3 days.

Location	Address	Date	Time
Administration Building	801 N. 11 th St, 63101	Feb 15	12:00pm
Gateway Complex	1200 N. Jefferson, 63106		
Columbia	3120 St. Louis Ave, 63106		
Vashon	3035 Cass Ave,63106		
Clyde C Miller	1000 N. Grand Blvd, 63106		
Metro Academy	4015 McPherson, 63108		
Lexington	5030 Lexington Ave, 63115		
Walbridge	5000 Davison, Ave, 63120		
Stix	653 Tower Grove, 63110		
Compton Drew	5130 Oakland, 63110		
Adams	1311 Tower Grove, 63110		
Mullanphy	2516 S. 9th Street, 63104		
Mason	6031 Southwest, 63139		
Humboldt	6131 Leona, 63116		
Roosevelt	3230 Hartford Avenue, 63118		
Froebel	3709 Nebraska Ave, 63118		
Monroe	3641 Missouri, 63110		
Sigel	2050 Allen Ave, 63104		
Hodgens	1616 California, 63104		
Soldan	918 No. Union, 63108		
Sumner	4268 W. Cottage Ave., 63113		
College Prep @ Madison	1118 S. 7 th St, 63104		

The following is a list of Schools to be maintained per section **1.4.3** including **mandatory semi-annual site visits.**

Location	Address	
Elementary		
Schools		
Ames VPA	2900 Hadley, 63107	
Ashland	3921 N. Newstead, 63115	
Bryan Hill	2128 Gano, 63107	
Buder	5319 Lansdowne Ave., 63109	
Clay	3820 N. 14th St., 63107	
Pamoja @ Cole	3935 Enright, 63108	
Columbia	3120 St. Louis Ave., 63106	
Cote Brilliante	2616 Cora Avenue, 63113	
Dewey IS	6746 Clayton, 63139	
Dunbar	1415 N. Garrison Ave., 63106	
Farragut	4025 Sullivan Ave., 63107	
Ford	1383 Clara Ave., 63112	
Froebel Literacy Academy	3709 Nebraska Ave., 63118	
Hamilton	5819 Westminster Place, 63112	
Patrick Henry Downtown Academy	1220 N. 10th St., 63112	
Herzog Academy	5831 Pamplin Place, 63147	
Hickey	3111 Cora Ave., 63115	
Hodgen College Bound Academy	1616 California, 63104	
Humboldt Academy of Higher Learning	2516 S. 9th St., 63104	
Jefferson	1301 Hogan St., 63016	
Kennard CJA	5031 Potomac, 63139	
Laclede	5821 Kennerly Ave., 63112	
Lexington	5030 Lexington Ave., 63115	
Lyon Academy@Blow	516 Loughborough, 63111	
Mallinckrodt Academy of Gifted Instruction	6020 Pernod, 63139	
Mason School of Academic and Cultural Literacy	6031 Southwest Ave., 63139	
Meramec	2745 Meramec St., 63118	
Monroe	3641 Missouri Ave., 63118	
Mullanphy ILC	4221 Shaw Blvd., 63110	
Nance	8959 Riverview Blvd., 63147	
Oak Hill	4300 Morganford Rd., 63116	
Peabody	1224 S. 14th St., 63104	
Shaw VPA	5329 Columbia, 63139	
Sigel	2050 Allen Ave., 63104	

Stix ECC	647 Tower Grove, 63110		
Walbridge	5000 Davison Ave., 63120		
Washington Montessori	1130 N. Euclid , 63113		
Wilkinson ECC @ Roe	1921 Prather, 63139		
Woerner	6131 Leona, 63116		
Woodward	725 Bellerive Blvd., 63111		
Middle Schools			
Academy of Environmental Science & Math	3021 Hickory		
Busch School of Character	5910 Clifton, 63109		
Carr Lane VPA	1004 N. Jefferson, 63106		
Compton-Drew ILC	5130 Oakland, 63110		
Fanning	3417 Grace Ave., 63116		
Gateway Math & Science Preparatory	1200 N. Jefferson, 63106		
Langston	5511 Wabada Ave., 63112		
Long	5028 Morganford Rd., 63116		
McKinley CJA	2156 Russell Blvd., 63104		
Yeatman	4265 Athlone Ave., 63115		
High Schools			
Carnahan High School of the Future	4041 S. Broadway, 63118		
Central VPA	3125 S. Kingshighway, 63139		
Cleveland NJROTC	4939 Kemper Ave., 63139		
Clyde C. Miller Career Academy	1000 N. Grand, 63106		
Collegiate School of Medicine & Bioscience	1547 S. Theresa 63104		
Gateway STEM Academy	5101 McRee, 63110		
McKinley Leadership Academy	2156 Russell, 63104		
Metro A&C	4015 McPherson, 63108		
Northwest Law Academy	5140 Riverview Blvd., 63120		
Roosevelt	3230 Hartford Ave., 63118		
Soldan IS	918 N. Union, 63108		
Sumner	4268 W. Cottage Ave., 63113		
Vashon	3035 Cass Ave., 63106		
Alternative Sites			
Blewett	1927 Cass Ave. 63107 231-7738		
Educational Therapeutic Support@Madison	1118 S. 8th St 63104 345- 5651		
Administration Building	801 N. 11th St, 63101		
Stevens	1033 Whittier St, 63113		
		SCOPE	

END OF SCOPE

ATTACHMENT B

COST / PRICING PROPOSAL

Subject:	Saint Louis Public Schools
	RFP Title – District-Wide Water Treatment and Treatment Equipment Repairs for Heating and Air Conditioning Equipment
	RFP 035-1617
Design-Build	Contractor
Company Nam	e:
Contact Person	:
Address:	
City, State, Zip	:
Phone:	Fax:
Design-Build necessary techn order to fully	ectrical load calculations and/or drawings are required to correctly complete these projects, the contractor shall have available a licensed Electrical Engineer capable of providing the nical expertise to advise and provide the guidance and construction documents (in necessary) in pject. The cost of this service shall be included in the Contractor proposal.
Proposed Eng	ineer:
Company Nam	e: Discipline:
Contact Person	:
Address:	
City, State, Zip	:
Phone:	Fax:

- 1. The Undersigned Bidder offers and agrees, if this Proposal is accepted, to enter into an Agreement with the Saint Louis Public School District in the form included in the Contract Documents and to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this proposal and in accordance with the Contract Documents.
- 2. BIDDER has examined and is familiarized with the Instructions to Bidders, all of the other Bidding Documents, and all of the Contract Documents; Bidder has examined the actual site and locality where the Work is to be performed; Bidder has familiarized themselves with the legal requirements (federal, state, and

local laws, ordinances, rules, and regulations); Bidder has made independent investigations as they deem necessary; and Bidder has satisfied themselves as to all conditions affecting cost, progress, or performance of the scope of work outlined in this RFP.

- 3. BIDDER accepts all of the terms and conditions as outlined in this RFP.
- 4. BIDDER aggress to perform the work in the time specified and accepts the provisions of and assessment of liquidated damages as defined in the General Conditions of the Contract for Construction
 - a) Contract Period The Contractor shall complete all work required within 180 calendar days.
 - b) If the reason for any delay in the commencement or progress of the Work is not attributed to any of the causes listed in the General Conditions, then the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of **\$1,500 for each calendar day** of delay as liquidated damages. The liquidated damages shall be paid for each day of delay until the Contract Work is Substantially Complete as defined herein.
- 5. BIDDER upon acceptance of this bid will execute the Agreement and will furnish the required Contract security and insurance certificates within 5 days after the award of the Contract.
- 6. BIDDER agrees to furnish all labor, materials, supplies, equipment, services, and other facilities necessary or proper for, or incidental to, all work as required by, and in accordance with the Contract Documents for this RFP for the lump sum price as noted in the "Base Bid Proposal" section.
- 7. Bidders should be advised that, prior to award of any contract, the Saint Louis Public School District reserves the right to conduct a pre-award survey for the purpose of determining the bidder's responsibility and capacity to perform the contract. This survey may include review of subcontracting agreements, financial capacity, and quality of work performed on other contracts.
- 8. Bidder agrees to indemnify the Board of Education, Operations Department, Construction Managers and it's Project Mangers from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description made, brought or recovered against the Board of Education by reason of any act of omission of the Bidder.
- 9. Bidder agrees that in all required bonds, the bidder shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by contract.
- 10. Bidder and their subcontractors shall be required to submit weekly certified payroll sheets with their monthly invoices, showing compliance to the Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment.
- 11. Bidder agrees that accurate records pertaining to wages paid all workers employed on the contract shall be kept within the state by the contractor and each subcontractor, for a period of one (1) year following the issuance of final payment for the subject work.

- 12. Bidder will forfeit a penalty to the St. Louis Public Schools of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing wage rate for any work done under the contract by the contractor or by any subcontractor.
- 13. Bidder and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section <u>292.675</u>, RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.
- 14. Bidder will forfeit a penalty to the St. Louis Public Schools of \$2,500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, if such employee is employed without the required training.
- 15. Bidder agrees that during periods of excessive employment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residences of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission) (see Excessive Unemployment section), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, if so certified by the contractor and approved by the contracting officer.
- 16. Bidder agrees that every transit employer, as defined in section <u>285.230</u> RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section <u>285.234</u>, RSMo, enclosed in the laws section, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by that statute.

17.

ACKNOWLEDGEMENT

In response to the Advertisement for Bidders and in accordance with the accompanying Bidding Documents therein listed, the undersigned, upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, supervision, safety, technical services, taxes, insurance, overhead, profit, bonds and to pay all permit costs and fees necessary or required, and to supply the operations necessary and incidental to perform the Contract work in accordance with the provisions of the above referenced documents in a safe, timely and workmanlike manner for the Lump Sum Price(s) as stated below:

A. <u>ADDENDA</u>

Addenda to the Bidding Documents are included in the above Base Bid Proposal, and receipt thereof is acknowledged as follows:

Addendum No :	Date:
Addendum No :	Date:
Addendum No :	Date:
Addendum No :	Date:

The following describes our cost/pricing proposal to provide services specified in this RFP.

1. Brief Explanation of the Services to be provided under the above cost/pricing proposal.

Optional Proposal	
Elements of Cost / Pricing	Cost
Allowance	\$
	\$
	\$
Total	\$

3. Please attach the detail addressing Sections 5.3 as Attachment B, Exhibit 1.

Signature of Authorized Official	Date
----------------------------------	------

Company Name

ATTACHMENT C

AGREEMENT

[Name of Vendor]:

a) Agrees to have an authorized person execute the "Federal Work Authorization Program Affidavit" attached hereto and deliver the same to The Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public School System) ("District") prior to or contemporaneously with the execution of a contract with the District;

b) Affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By:_____

(Signature)

Printed Name and Title:

For and on behalf of: _____

(Company Name)



SPECIAL ADMINISTRATIVE BOARD OF THE TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS

Purchasing Department 801 North 11th Street Saint Louis, Missouri 63101

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

a) Agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;

b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By:______(signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)