

**SPECIAL ADMINISTRATIVE BOARD OF THE TRANSITIONAL SCHOOL**

**DISTRICT OF THE CITY OF ST. LOUIS**

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**RFP TITLE: Restroom Renovations at Category 1 Schools**

**PS58-1112**

**DATE OF ISSUANCE: May 23, 2012**

**MANDATORY BIDDER’S**

**CONFERENCE:**

**Busch 5910 Clifton June 5, 2012 10:00 AM**

**Long 5028 Morganford June 5, 2012 12:00 PM**

**Woerner 6131 Leona June 5, 2012 2:00 PM**

**Monroe 3641 Missouri June 5, 2012 4:00 PM**

**Dewey 6746 Clayton June 6, 2012 10:00 AM**

**Stix 647 Tower Grove June 6, 2012 12:00 PM**

**Carr Lane 1004 N. Jefferson June 6, 2012 2:00 PM**

**Humboldt 2516 South 9th Street June 6, 2012 4:00 PM**

**Meet outside the building and wait for CM representative to direct the walk through.**

**Do not enter the building until the CM representative arrives.**

**QUESTIONS DUE: June 8, 2012, 4:00 PM**

**FINAL QUESTIONS DUE: June 15, 2012, 4:00 P.M.**

**BID DUE DATE: June 21, 2012, 10:00 A.M.**

**SUBMIT TO: Purchasing Office of the St. Louis Public Schools**

 **Second Floor – Cashier’s Window**

 **801 North 11th Street**

 **St. Louis, Missouri 63101**

**LOCATION OF BIDDER’S CONFERENCE: See above**

Number of copies required: 5 marked “Copies”, ­­­­one (1) marked “Original”, and one (1) copy on electronic CD. Each original and copy are to 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.

**TABLE OF CONTENTS**

**RFP TITLE: Restroom Renovations at Category 1 Schools**

**RFP #: PS 58-1112**

**Page Nos.**

[Section 1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED PROPOSALS 2](#_Toc242176292)

Section 2. Not used

[Section 3. INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION 2](#_Toc242176294)

[Section 4. BIDDER’S CONFERENCE 6](#_Toc242176295)

[Section 5. THE PROPOSAL 6](#_Toc242176296)

[Section 6. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD 9](#_Toc242176297)

[Section 7. MINORITY PARTICIPATION](#_Toc242176298) 9

[Section 8. RESERVATIONS / STIPULATIONS 12](#_Toc242176299)

[Section 9. FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) 16](#_Toc242176300)

[ATTACHMENT A SCOPE OF SERVICES](#_Toc242176301)

[ATTACHMENT B COST / PRICING PROPOSAL](#_Toc242176303)

[ATTACHMENT C E-VERIFY AGREEMENT AND AFFIDAVIT](#_Toc242176304)

[ATTACHMENT D BIDDER AFFIRMATION FORM](#_Toc242176305)

[ATTACHMENT E BIDDER CHECK LIST](#_Toc242176306)

 [ATTACHMENT F NON-SUBMITTAL RESPONSE FORM](#_Toc242176306)

 [ATTACHMENT G NON DISCRIMINATION EMPLOYMENT](#_Toc242176306)

[ATTACHMENT H HAZMAT REPORT](#_Toc242176306) Available upon request

[ATTACHMENT I SCHEDULE See Attachment B for Schedule](#_Toc242176306)

[ATTACHMENT J WAGE ORDER ATTACHMENT K TOBACCO FREE WORKPLACE](#_Toc242176306)

 [ATTACHMENT L CONTRACTOR’S REPORT OF CONSTRUCTION WAGE RATES](#_Toc242176306)

 [ATTACHMENT M AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW](#_Toc242176306)

[ATTACHMENT N NOT USED](#_Toc242176306)

[ATTACHMENT O SAMPLE CONTRACT](#_Toc242176306)

[ATTACHMENT P GENERAL SAFETY EXPECTATIONS](#_Toc242176306)

1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED PROPOSALS

**INTRODUCTION:**

The Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public School System) (the “District”) wishes to contract with a firm to provide Restroom Renovations at Category 1 Schools for the St. Louis Public Schools as noted in the scope. The project has been scheduled for the installation to be performed in 1st and 2nd shifts to prevent interference with class. A directed design-build approach will be utilized for this project with the successful General Contractor(s) functioning as the Prime Contractor.

**NOTICE TO BIDDERS:**

Copies of this RFP # PS58-1112 for school and project name (this “RFP”) may be obtained from the District’s website at [www.slps.org](http://www.slps.org) under “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 (as hereinafter defined) and to waive any irregularities. The District also reserves the right to negotiate with selected firms regarding pricing and fee structures. All information included in a Proposal may be incorporated into the contract to be entered between the District and the successful Bidder (as hereinafter defined). 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.

1. Not Used
2. INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION

**Form of Submissions.** Each person or entity submitting a response to this RFP (each “Bidder”) should prepare and submit their proposal in response to this RFP (“Proposal”) in a sealed envelope or box. **The Proposal shall include one (1) original, 5 copies and one (1) electronic Proposal on CD.** The upper left hand corner of the package (envelope or box) shall be plainly marked as **RFP # PS58-1112, Bathroom Renovations at Category 1 Schools**

* 1. The proposal, along with the firm name and the package shall be addressed to:

**Purchasing Office of the St. Louis Public Schools**

**Second Floor – Cashier’s Window**

**801 North 11th Street**

**St. Louis, MO 63101**

* 1. **Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before June 21 at 10:00 A.M.. Each Proposal will be date and time stamped upon receipt at the Cashier’s Window. Proposals received after that date and time will not be considered and will remain unopened. Proposals must be filled out as requested including all required signatures and pertinent information. Failure to do so is reason for rejection of the Proposal. If Bidder is a corporate entity, the entity’s name must be correctly stated, and the Proposal must include the state of incorporation of such entity, and, if a foreign entity, proof of registration to transact business in the state of Missouri. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign his or her name on the Proposal.
	2. **Format of Proposal -** Each Proposal must include the information required in Section 5. Each required response listed in Section 5 shall be included as a required document with Attachment B.
	3. **Questions About this RFP** - All questions regarding this RFP shall be made electronically via e-mail in writing and directed to Rick Schaeffer at rick.schaeffer@slps.org. The subject of the e-mail shall be “QUESTION - RFP# PS58-1112”. 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 at the Bidder’s Conference (as hereinafter defined) at the date and time set forth on the first page and will be handled pursuant to Section 4. Answers to all properly submitted **written** questions will be posted on the District’s website at [www.SLPS.org](http://www.SLPS.org) as addenda no later than three (3) business days prior to the Proposal Due Date.
	4. **Addenda -** The District may revise this RFP by issuing written addenda. Addenda will be posted to the District’s website at [www.SLPS.org](http://www.SLPS.org) under “Shortcuts”, “Purchasing / RFPs”. Interested persons or entities are encouraged to check the District’s website frequently for addenda to this RFP. Bidders are responsible for viewing and understanding information in addenda to the same extent as the RFP. The District has no obligation or duty to communicate addenda to Bidders beyond the posting of addenda on its website.
	5. **Awards** – All Proposal selections must be approved by the Special Administrative Board prior to an award being final. 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. Notwithstanding anything contained herein to the contrary, a contract shall not exist between the District and the selected Bidder until: A) such agreement has been duly authorized and approved by the Special Administrative Board; and B) the agreement has been documented in accordance with Missouri Revised Statutes Section 432.070. After approval by the Special Administrative Board, all awards will be posted on the District website. A contract awarded pursuant to this RFP may not be assigned to any other entity without the express written authorization of an authorized agent of the District.
	6. **Rejection of Proposals** – The District reserves the right to accept or reject any Proposal or any part of any Proposal.
	7. **Submitted Proposals Considered Final** – All Proposals shall be deemed final, conclusive and irrevocable, and no Proposal shall be subject to correction or amendment for any error or miscalculation.
	8. **Form of Contract** – Each successful Bidder shall be required to enter a contract in the form prescribed by the District. Templates of certain form contracts may be examined at the Department of Purchasing, 801 North 11th Street, St. Louis, MO 63101 or may be found on the District’s website at [www.SLPS.org](http://www.SLPS.org) under “Shortcuts”, “Purchasing / RFPs”, “Contract Templates”. The District reserves the right to revise such templates or present a contract not contained within the template forms on the District’s website, in its sole and absolute discretion, to fit the unique situation presented by this RFP.
	9. **Preference for Missouri Products** – The District prefers to purchase 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-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts.

**3.11 Bond** – A Bid Bond or Certified Check made payable to the school district, in the amount of 5% of the Base Bid shall accompany the following Bid Packages as a guarantee that the bidder, if awarded the Contract, will furnish a 100% Performance and Payment Bond; execute the Contract; and proceed with the work. Upon failure to do so, he shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the deposit or Bid Bond. The bonds must be written by a Corporate Surety Company that is acceptable to the District and that meets the following minimum standards:

1. Licensed pursuant to the Missouri Insurance Code
2. Listed on the United States Department of the Treasury’s Listing of Approved Sureties (Dept Circular 570) in the amount of $5,000,000.
3. The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.
4. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact.
5. All bonds must be written by an insurance company that is rated in the A.M. Best key Rating Guide – Property & Casualty with a policy holder’s rating of “A-“ or better and a Financial size category of Class VII or larger.
	1. **Taxes** – Bidders shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, and/or STATE RETAIL TAX in the Proposal, as these taxes do not apply to the District.
	2. **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 therefore 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.

**Purchasing Card (“P Card”)** – The St. Louis Public School District is now processing vendor payments through a Purchasing Card (“P Card”) Program with MasterCard. The “P Card” Program is a more simplified, efficient and cost effective method of remitting payments for approved expenditures. This payment program provides a faster payment to the vendor without the cost of check processing.

For purchases of goods and materials, the “P Card” is the SLPS preferred method of payment and the District reserves the right to make usage of the “P Card” a requirement. Acceptance of the “P Card” is one of the evaluation criteria that will be used in the review of vendor responses to this RFP (See Section 6.1).

* 1. **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.
	2. **Grievances** - Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to Purchasing Office of the St. Louis Public Schools, 801 North 11th Street, St. Louis, MO, 63101, with a copy to Office of the General Counsel, c/o the Superintendent of Schools, 801 North 11th Street, St. Louis, MO 63101.
1. BIDDER’S CONFERENCE

**4.1** Interested persons or entities must attend the **mandatory** pre-submittal bidder’s conference (the “Bidder’s Conference”). Attendance is mandatory for responding to this RFP. At the Bidder’s Conference, a representative from the District will be available to answer **questions properly submitted in writing** pursuant to the process set forth in Section 3.4 above. Meeting minutes will be taken during the question and answer portion of the Bidder’s Conference and posted on the website as an addendum to the RFP pursuant to Section 3.4.

**4.2** Please RSVP via email Rick Schaeffer at rick.schaeffer@slps.org on or before June 5, 2012 if you plan to attend the bidder’s conference for this RFP. The subject of the e-mail shall be “BIDDER’S CONFERENCE RSVP – RFP# PS58”.

**4.3** No communication shall be made with any District employee, other than Rick Schaeffer, regarding this RFP. Violation of this provision may result in the rejection of Proposal.

1. THE PROPOSAL
	1. The Scope of Services for this RFP is set forth in Attachment A.
	2. **Part I – Qualifications/Certifications/Resume and Operations Plan with Technical Proposal**

The following information should be provided in Part I of the Proposal. The documents should be clearly marked: “Part I – Qualifications”

* + 1. Bidders should provide detailed information addressing each of the following areas:
			1. Licensing and certification in the field of the requested services;
			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;
			3. Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 12 months.
			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.
		2. Please respond briefly, but completely, to the following:
			1. Person/Entity Name
			2. Address
			3. Name and Title of Authorized Representative
			4. Telephone Number
			5. Fax Number
			6. Email Address
			7. Include the above information for each person/entity that is part of the project team for this Proposal
		3. Bid Response Elements
			1. Entity Qualifications
			2. References (other school districts where possible)
			3. Brief description of entity’s experience with providing the requested services
			4. Copies of Licenses and Certifications (including, but not limited to, license to conduct business in the City of St. Louis, Missouri)
			5. Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each member of the project team for this Proposal.
	1. **Part II – Cost/Pricing Proposal**

The following information should be provided in Part II of the Proposal. The Proposal should be clearly marked: “Part II – Cost/Pricing Proposal”

* + 1. Attachment B – Cost/Pricing Proposal must be used as the first page for this Part II.
		2. Outline specifically the cost/pricing proposal for the fees and reimbursable expenses proposed. This proposal should include the method of pricing as well as the proposed fees/costs.
		3. The Cost/Pricing proposal should be specific, and the detail of the cost/pricing should give the District a clear picture of overall costs as well as pricing criteria.
	1. **Part III –Required Documents**

 The following information should be provided in Part III of the Proposal. The Proposal should be clearly marked: “Part III – Required Documents”

* + 1. Attachment B – Cost / Pricing Proposal
		2. Attachment C - Federal Work Authorization Program Addendum and Affidavit
		3. Attachment D - Bidder Affirmation Form
		4. Attachment E - Bidder Checklist
		5. Attachment G – Non Discrimination Employment Forms
		6. Statement of M/WBE Participation
		7. Good Faith Efforts Report
		8. Good Faith Efforts Statement
		9. Bid Bond
		10. List of Materials & Equipment Form
		11. Construction Schedule generated on either Microsoft Project, Microsoft Visio Technical or Primavera Software
		12. Complete listing of all proposed Sub-Contractors and suppliers
		13. Listing of proposed Project Team Members and Qualifications (particularly the Design Engineer(s) and Project Manager(s) that will be assigned to the project(s).
		14. Technical Proposal; including:
1. Detailed description of scope of work

All of the above information will be reviewed and evaluated during the bid evaluation process by the Owner.

1. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD
	1. **Evaluation Criteria** - 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.

|  |  |
| --- | --- |
| **Evaluation Criteria**  | **Points** |
| Total Price and Cost Effectiveness of Proposal  |  40 |
| M/WBE Participation |  30 |
| Prior working relationship with the District |  10 |
| Use of P Card Included in Pricing |  10 |
| Vendor's Experience and Demonstrated Expertise |  10 |
| **Total Points Possible** | **100** |
|  |  |
|  |  |

* 1. **Bid Opening** – All Proposals received on or before the Proposal Due Date and Time shall be assembled and opened publicly promptly at that time in the District Offices located at 801 North 11th Street, St. Louis, MO 63101 in a conference room to be designated. All interested parties are welcome to attend.
	2. **Evaluation** – The District will assemble a review committee to assist in evaluating all Proposals (the “Evaluation Team”). From this evaluation, the District may select a Bidder solely on the basis of submittals, or may additionally identify a short list of Bidders for possible interviews. The District may contact any or all respondents to clarify submitted information.

The Evaluation Team will consist of the following individuals:

|  |
| --- |
| **Title** |
| Exec. Director of Operations/Building Commissioner |
| Purchasing Representative |
| Proposition S Construction Management Team |
|  |
|  |

* 1. **Contracting** – Upon selection of a Bidder, the District will negotiate a scope of services and other terms and conditions of an agreement with the selected Bidder. If such negotiations are not successful, the District reserves the right to begin negotiations with other respondents.
1. MINORITY PARTICIPATION

(See Attachment G for further information and District forms)

* 1. It is the policy of the District to pursue the goal of at least **40% Minority Business Enterprise (MBE) and 5% Women’s Business Enterprise (WBE)** utilization in the provision of goods and services to the District while at the same time maintaining the quality of goods and services provided to the District through the competitive bidding process. It is the purpose of this policy to allow minority and women’s business enterprises to expand their opportunities and capacities by participating in all District operated programs. The District also has a goal of **40% M/WBE field participation**. The District has developed a plan for participation in projects by minority business. This plan includes the following elements:
		1. **Outreach** – A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures, and availability of plans.
		2. **Good Faith Effort** – A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply. Two forms in Attachment G must be filled out and submitted with the proposal. They are:
* Contractor’s Good Faith Efforts Statement
* Contractor’s Good Faith Efforts Report
	+ 1. **Identification and Recruitment** – A commitment to coordinate efforts with the City of St. Louis, Contract Office, in the development of potential minority contractor interest.
		2. **Monitoring and Reporting** – A commitment to measure and report anticipated and actual MBE/WBE participation.(Monthly M/WBE Manpower Utilization Report, see attachment G)
	1. **Discrimination In Employment By the Special Administrative Board**
		1. During the performance of the contract, the SELECTED BIDDER agrees as follows:
			1. The SELECTED BIDDER will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The SELECTED BIDDER 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.
			2. The SELECTED BIDDER will, in all solicitations or advertisements for employees placed by or on behalf of the SELECTED BIDDER; state that all qualified applications will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.
			3. The SELECTED BIDDER 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 Bidder’s commitment under contracts with the District.
			4. The SELECTED BIDDER 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 non-discrimination clauses of this contract. In the event the SELECTED BIDDER fails or refuses to make such records available, this contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.
			5. The SELECTED BIDDER’s non-compliance with the non-discrimination clauses of this contract, the contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.
	2. **Minority and Women Owned Business Enterprise Policies**
		1. 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 MBE’s: <http://www.oa.mo.gov/>

 For WBE’s: <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

7.32 See Attachment G for further information and District forms.

1. RESERVATIONS / STIPULATIONS
	1. The District reserves the right, at its sole discretion, to A) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; B) waive minor informalities of a submittal; C) cancel, revise, or extend this solicitation; D) request additional information deemed necessary; and E) 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.
	2. 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 prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder’s agent, employees, assigns or others, whether related or not to the Bidder.
	3. The District will give preference to firms based in the bi-state St. Louis metropolitan area when other considerations are equal.
	4. Careful consideration should be given before confidential information is submitted to the District as part of this RFP 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 Bidders 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 not be disclosed.
	5. Bidders acknowledge and agree, by submitting a Proposal, that:
		1. Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by such Bidder 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 discretion.
		2. The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any member of the team listed in the Proposal without prior written approval by the District. The District, in its sole and absolute 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 the team.
		3. Adherence to the schedule for the work is of critical importance to the District as time is of the essence, and agrees to dedicate the personnel listed in the Proposal to completing the work in accordance with the schedule outlined in this RFP. Bidders further acknowledge that the contract for the engagement may include significant liquidated damages for failure to perform in accordance with such schedule.
		4. To having read this RFP in its entirety and agreeing to all terms and conditions set out in this RFP. Bidders also accept the responsibility to review and understand all applicable policies of the District, which may be found on the District’s website [www.slps.org](http://www.slps.org) under “Shortcuts”, “Board Policies”.
		5. 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 authorize the release to the District and/or the District consultants of any and all information sought in such inquiry or investigation.
		6. Under penalty of perjury, that to the best of his/her belief: A) the prices in the Proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restriction competition as to any matter relating to such prices with any other Bidder, or any other competitor; B) unless otherwise required by law, the prices in this Proposal have not been knowingly disclosed by the Bidder, and will not be knowingly disclosed by the Bidder, prior to opening, directly or indirectly, to any other Bidder or competitor; and C) no attempt has been made or will be made by the Bidder to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal in response to this RFP for the purpose of restriction competition.
		7. It is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to St. Louis, Missouri.
		8. No fictitious name of any entity or person has been used in this Proposal, and no unidentified third-party will have an interest in any resulting contract or in the performance of any work under this Proposal.
		9. It does not do business as or operate under any fictitious name.
		10. It has only presented one Proposal in response to this RFP.
		11. The Proposal is made in good faith.
		12. It’s affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items referenced in this RFP, or to the competency of the service provider to perform under any resulting contract.
		13. It’s affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.
		14. It’s affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the U.S. General Service Administration Office of Acquisition Policy.
	6. Any misrepresentations or false statements contained in a response to this RFP or to 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.
	7. Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the Bidder, any employee, officer, director, or principal of the Bidder or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The District also reserves the right to decide in its sole and absolute discretion whether disqualification of the Bidder and/or cancellation of the award shall result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Bidder based on such an improper communication or relationship, and that Bidder’s Proposal would have otherwise been considered the lowest responsible bid complying with the terms of these specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of these specifications.
	8. Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to, all reporting and registration requirements. Bidders further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Missouri.
2. FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”)

Pursuant to Missouri Revised Statute 285.530, all Bidders 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 Bidder must affirm the same through sworn affidavit and provisions of documentation, and 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. Such agreement and affidavit is included as Attachment C to this RFP.

attachment A- SCOPE OF WORK

**RFP#58 -1112**

**SCOPE AND SPECIFICATIONS**

***Bid Package RFP PS#58 -*** ***1112*** – **Restroom Renovations at Category 1 Schools**

1. All work on site is to be performed safely in accordance with all OSHA standards. It is the responsibility of this contractor to enforce its safety program.
2. No contractor will be allowed to operate in an unsafe manner. Any designated Saint Louis Public School District Operation Manager and/or Construction Manager Representative shall stop any work activity by contractor employees that presents a serious safety hazard. Any costs incurred as a result of non-compliance will be borne by the contractor. Repeated non-compliance may result in the removal of employees from the project. Continual non-compliance may result in contract termination.
3. The school district has a ZERO tolerance of sexual harassment of its contractors in any form and requires that all contractors avoid all offensive or inappropriate sexually harassing behavior. The school district prohibits the following towards, students, staff and visitors; unwelcome sexual advances; request for sexual favors, verbal or physical conduct of a sexual nature, unwelcomed verbal or physical conduct that creates an intimidating, hostile or offensive environment for the school districts staff, students and visitors. Any person in violation will be immediately removed from the jobsite.
4. This contractor shall submit pre-construction photos to the Saint Louis Public School District Operation Manager and/or Construction Manager prior to any demolition or construction work. The photos should show existing conditions of adjoining construction that might be misconstrued as damage caused by current construction operation.
5. All contractor employees will be required to provide the School District’s Construction Manager, a background check that identifies at a minimum, persons under suspicion of, charged with, or convicted of child abuse, or sex offender relate offenses and fingerprinting. Employees whose background reports indicate such activity shall not be allowed on school premises. The cost of securing criminal background checks shall be borne by each respective contractor or subcontractor affected by this specification. **The contractor must furnish this background report to the Construction Manager prior to being admitted to the school premises**.
6. This contractor will be required to submit drug testing results for all employees and subcontractors working onsite within the past six months. This project prohibits the unlawful possession, use or distribution of controlled substances and alcohol and prohibits employees and employees of subcontractors from being under the influence of such controlled substances or alcohol on the jobsite. This contractor shall provide drug testing of its employees and employees of its subcontractors on a pre-employment, post accident or for cause basis. All drug negative testing results will be required before an employee or an employee of a subcontractor can perform any work onsite. The minimum screenings are as follows; **Drug Description ;** Amphetamines, Barbiturates, Benzodiazepines, Cocaine Metabolite, Marijuana Metabolites, Methadone, Methaqualone, Opiates, Phencyclidine (PCP), Propoxphene, Alcohol.

1. This contractor must abide by the Saint Louis Public School District’s discrimination policy for the duration of this project.
2. This contractor will be allowed to place the following maximum percentages of mark-up for profit and overhead for extra work performed; **Labor (10%), Material (10%), Subcontract (5%) and Equipment (5%)**. **Unit rates and hourly rates, if requested, should include the noted percentages as part of the hourly or unit rate.**
3. This contractor must submit for approval a site logistics plan that outline exit paths from the building in case of an emergency, material storage and laydown area, dumpster location, proposed contractor parking, etc.
4. **All work will generally be scheduled AFTER SCHOOL HOURS. Contractors should confirm this information prior to submitting their bid.**
5. During construction, each contractor must direct all correspondence to the Construction Manager for distribution to the school district.
6. Each Contractor is responsible for reviewing the Project Schedule for timing of delivery of equipment and materials to the jobsites. This includes accounting for material escalation costs associated with material to be installed as well as potential labor rate increases.
7. Consumption of alcohol on this site will not be permitted. The Construction Manager reserves the right to remove anyone from this site for consumption of alcohol.
8. No smoking or tobacco products will be allowed on school property. The Construction Manager reserves the right to remove anyone from this site for smoking on school property. Reference Attachment K for district policy.
9. Firearms are not permitted on the school district’s property.
10. The Contractor shall be represented at the site by a competent full-time superintendent/foreman or other person empowered to act on behalf of the contractor from beginning of the work until acceptance unless otherwise instructed by the Saint Louis Public School District Operation Management Team or the Construction Manager.
11. The Contractor shall submit a Daily Manpower Report in PROLOG to the Construction Manager. This report shall include a brief description of the Contractor’s activities for the day and a manpower count for both the Contractor and any Sub-subcontractors which highlights sex and race of all workers.
12. Each Contractor shall submit to the Construction Manager each month a requisition for payment on a pre-approved schedule of values. This requisition shall be incorporated into an AIA document G702 and G703 form and is due on the 25th of each month. The pay request shall also include a certified payroll for all workers onsite. The certified payroll must include the worker name, address, sex and race. Also, partial/final lien waivers must be submitted as required.
13. This contractor shall submit for approval a method for identifying their workers working onsite that have been approved by the school district to work onsite. Approved workers include workers that have submitted a complete and approved background check and a negative drug test.
14. This contractor shall include in its bid price and allowance for $1,000.00 for the purchase of Prolog Construction Management Software Licenses. Each contractor will be required as part of their contract to implement Prolog to track all construction activities with Prolog. This includes but is not limited to; RFI tracking, meeting minutes, submittals, pay requests, daily reports, etc.
15. This contractor shall provide temporary floor protection of all existing flooring and surrounding surfaces. All dust and debris created by this scope of work shall be cleaned to its original condition by this contractor prior to the school districts acceptance.
16. Contractor will choose one of the following Architects to perform the design work.

**Name**   **Contact**

**Grice Trivers** Karl Grice 100 N Broadway Suite 1800 St. Louis MO 63101

 Phone 314-241-2900

**David Mason Associates** Paul Stayduhar 800 S. Vandeventer St. Louis MO 63110

 Phone 314-534-1030

**Fleming Associates** Charles Fleming 440 4th St. Suite 208 St. Louis MO 63102

 Phone 314-241-9550

## RFP #:PS 58-1112 Bathroom Renovations at Category 1 Bathrooms

Specific Requirements

1. Specifications included but are not limited to the following sections;
	1. See Below
2. This contractor shall include in its bid all costs for material, labor, and equipment necessary to design, build, and furnish this tuck pointing work to school district specifications and standards. All designs, as required by the Saint Louis Public School District Operations Managers, Construction Manager and authorities having jurisdiction, must be signed and sealed by a licensed engineer approved for this type of design in the state of Missouri.
3. This contractor is responsible for any and all costs and procurement of permits and city licenses required for this work. This contractor shall coordinate all applicable permit inspections as required for the activities included in this work package.
4. This contractor shall include in its bid all costs for material, labor, and material necessary to provide all layout and field verification for this work.
5. This contractor shall provide final cleaning of all rooms prior to owner acceptance.
6. This contractor shall include in its bid all costs for clean up, dumpsters and/or containers, haul off, and proper disposal of debris created by this scope of work. All areas should be kept clean on a daily basis. If required, this contractor is responsible for any permits required with the city to provide dumpsters on surrounding streets or school property.
7. All painted surfaces in buildings constructed prior to 1980 should be assumed to contain lead within the paint. In areas where children under the age of 7 congregate, SLPS has developed a Lead Program to properly address lead-based paint concerns.  Work within these areas will be handled by specialized contractors in strict compliance with regulatory standards designed to limit exposure to lead dust.

In other areas of the buildings, tradesmen are expected to conduct their craft in accordance with applicable standards to include, but not necessarily limited to,  The Occupational Safety and Health Administration (29 CFR 1926.62), The United States Environmental Protection Agency Renovation, Repair and Painting (RRP) Rule, and the Missouri Department of Natural Resources.

SLPS will not consider change orders for compliance with these rules.

If contractors encounter a potential jobsite hazard, they immediately will stop work and notify SLPS or the Construction Manager as appropriate.

Detailed SCOPE OF WORK

Saint Louis Public Schools require the services of a qualified Design Build entity to update existing Category 1 schools to provide accessible entryways and interior circulation and provide renovations to create accessible restroom facilities at multiple locations. Participating schools (in alphabetical order) for this RFP are:

 Busch School

 Carr Lane School

 Dewey School

 Humboldt School

 Long School

Monroe School

 Stix School

 Woerner School

The project generally includes the selective demolition of existing toilet rooms and services including partitions, ceilings, doorways, finishes, fixtures, and accessories. Plumbing, mechanical, electrical and life safety systems serving these spaces are also included in the improvements. Facilities are to be reconfigured to allow proper clearances to comply with all current accessibility requirements for restrooms, with new fixtures, fittings, accessories and finishes. All new services are to be configured for age appropriate heights, clearances and reach.

Where indicated, exterior entryways are to be remodeled to add ramps for accessibility, and new vertical transportation equipment to allow access to changes in floor elevation or to improved facilities on each floor.

These documents serve as a project description and performance requirements for the work. The documents are not exhaustive and include delegated design in order to meet the full intent of the improvements and provide the Owner with complete and functioning facilities.

**Drawings for this project are available at Crossroads Reprographics. Contact Elmer Rhodes**

**Address 1712 Macklind Ave. St. Louis MO 63110 Phone 314-678-0087**

Project Drawings are as follows:

**Grice Trivers Accessibility Update – Category 1 Schools**

**David Mason Restroom Renovations Category 1 Schools**

**Note: Work to be completed on 2nd shift when school is in session and 1st shift when school is closed during winter and summer breaks.**

END OF SPECIFICATION

ATTACHMENT B
COST / PRICING PROPOSAL

Purchasing Office of the St. Louis Public Schools, Second Floor – Cashier’s Window

801 North 11th Street St. Louis, Missouri 63101

Subject: Saint Louis Public Schools

**RFP Title – Bathroom Renovations at Category 1 Schools**

**RFP PS #58– 1112**

**Design-Build Contractor**

Company Name:

Contact Person:

Address:

City, State, Zip:

Phone: Fax:

In the event electrical load calculations and/or drawings are required to correctly complete these projects, the Design-Build contractor shall have available a licensed Electrical Engineer capable of providing the necessary technical expertise to advise and provide the guidance and construction documents (in necessary) in order to fully

Execute this project. **The cost of this service shall be included in the Design-Builder proposal.**

**Proposed Engineer:**

Company Name: 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
5. Contract Period – The Contractor shall complete all work required as specified in Attachment B.
6. 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 Design-Builder and his Surety shall be liable for and shall pay to the Owner the sum of **$1,000 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. Bidder and their subcontractors shall be required to submit weekly 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.
13. 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.
14. 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.
15. Bidder and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.
16. 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.
17. 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.
18. Bidder agrees that every transit employer, as defined in section 285.230 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 285.234, 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.
19. PROLOG – Electronic Program Management System - As part of project administration, the contractor is required to utilize an electronic web-based program & document management system known as Prolog to facilitate communications, submittals, reports, RFI’s, invoices, schedules, and other relevant information.
20. **The contractor shall include an allowance of $1,000.00 in this bid to cover the cost of the software license.**

**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. ADDENDA**

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: |   |

**B. BASE BID PROPOSAL**

 **The following describes our cost/pricing proposal to provide services specified in this RFP for Bathroom Renovations at Category 1 Schools PS#58-1112 dated May 23, 2012**

**Dollars and (in words)**

Design-build Cost Busch School

 $\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Design-build Cost Carr Lane School

$\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Design-build Cost Dewey School

$\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Design-build Cost Humboldt School

$\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Design-build Cost Long School

$\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Design-build Cost Monroe School

$\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Design-build Cost Stix School

$\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Design-build Cost Woerner School

$\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 **Dollars and (in words)**

**Total Design-build Cost**  $\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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1. **Optional Proposal**

**Elements of Cost / Pricing Cost**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_**

**Total $\_\_\_\_\_\_\_\_\_\_\_**

1. **Please attach the detail addressing Sections 5.3 as Attachment B**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Authorized Official Date**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Company Name**

C. Performance bond

Performance Bonds and Labor and Material Payment Bonds will be required for the proposed Contract work described in the above Bid Category. The amount included in the Base Bid Amount above is: $

**Performance and payment bonds will be required on or before the date of contract execution.**

**D. VALUE ENGINEERING (Recommendations to save time or money)**

Enclose with the Bid Form, at the Bidder’s option, recommendations that may assist in evaluation of cost and duration of any bid categories:

**1.** Submit a Voluntary Alternate proposal describing Bidder’s recommending adjustments to the Plans and Specifications, which will reduce the cost or improve the Project Schedule. Attached separate sheet(s) describing the proposal.

**E. CONTRACTOR LABOR RATES (attach additional sheets as necessary)**

With this bid, contractor shall provide the cost per hour for all labor classifications in its employ. These rates will be used for any extra work ordered by the school district or construction manager and should include all wages, taxes, tools, and any other miscellaneous costs deemed necessary by the contractor. Provide for each work classification. All rates should be costs per hour. Labor rates shall not include any mark-ups as related to Overhead and Profit.

These rates will be a critical part of each bid analysis. **Labor rates shall remain valid for the total duration of the project.**

Craft/Work Classification: Rate: $ /HR

Craft/Work Classification: Rate: $ /HR

Craft/Work Classification: Rate: $ /HR

Craft/Work Classification: Rate: $ /HR

(Attached information on separate sheet for additional Craft/Work classifications if necessary)

*Note: Labor rates shall not include any marks as related to Overhead and Profit. Contractors shall also note that additional breakdown may be required by the School District/Construction Manager prior to acceptance of quoted rates.*

**F. STATEMENT OF MBE/WBE PARTICIPATION**

All contractors submitting a bid must complete and sign the minority contractor’s good faith effort form. Failure to do so is cause of rejection of this bid.

MBE/WBE Percentage included in Base Bid: Percent ( %)

Name, Address, & Telephone

WBE/MBE

Work Covered

Dollar Amount of MBE/WBE Firm Participation

(List any additional on additional sheets as necessary)

**OPPORTUNITY for ADDITIONAL MBE/WBE Participation**

List below any additional MBE/WBE opportunities not included in the above bid amounts and the cost change to include these opportunities:

$ DOLLARS

($ ) Add/Deduct

$ DOLLARS

($ ) Add/Deduct

$ DOLLARS

($ ) Add/Deduct

*(List any additional on additional sheets as necessary)*

**G. LISTING OF MAJOR SUBCONTRACTORS & VENDORS**

All subcontractors to be utilized in the performance of the scope of work anticipated by this bid must be listed below. The Bidder hereby certifies that the following proposed Subcontractors will be used in the performance of the work. (Additional sheets may be attached)

NAME OF SUBCONTRACTOR WORK TO BE PERFORMED VENDOR MATERIAL OR EQUIPMENT

SUPPLIED

**H. SCHEDULE**

The contractor acknowledges that all work must be completed by **Aug 3, 2012.**

1. Calendar days required after award to prepare shop drawings/submittals for review: Days

2. Calendar days required for material delivery to site after receipt of approved shop drawings/submittals:

 Days

3. Calendar days required to complete all work in this bid package: Days

4. Average crew size by Trade: /Day

5. Average MBE/WBE field workforce: /Day

**PROPOSED EQUIPMENT:**

**SPECIAL PROVISIONS TO BE PROVIDED BY OTHER CONTRACTORS AND/OR CONSTRUCTION MANAGER:**

The Undersigned certifies that it has examined and is fully familiar with all of the provisions of the Bidding Documents and any Addenda thereto; and that it has carefully reviewed all of the words and figures shown in the Bid Documents and the accuracy of all statements in this Bid Proposal; and that he/she has been fully authorized to make such statements and submit this Proposal in his/her companies behalf.

Respectfully submitted,

Legal Name of Firm:

Address of Business:

Telephone Number:

Federal Employee No:

Contractor acknowledges they are in Registered in Good Standing to Perform Work in the State of Missouri

YES NO

Signature:

Title:

**DATE SIGNED:**

We operate as :( check accordingly) Individual Owner:

Partnership: Corporation: Joint Venture:

Limited Liability Corporation: Other:

Located in the state of:

(Seal the Original Bid Proposal Form if Bid is by a Corporation)

Seal

**CONTRACTORS GOOD FAITH EFFORT REPORT**

PROJECT: SUBCONTRACTOR:

BID PACKAGE NO.: BID PROPOSAL AMOUNT:

PART I: (COMPLETE IF BIDDER IS AN MBE SUBCONTRACTOR/SUPPLIER; SIGN BELOW)

1. THIS BID PROPOSAL HAS BEEN SUBMITTED BY (CHECK ONE)

 A MINORITY BUSINESS ENTERPRISE

 A WOMAN BUSINESS ENTERPRISE

2. BIDDER IS A MBE OR WBE FIRM CERTIFIED BY (CHECK 0NE)

 Saint Louis Lambert Airport Authority

 Saint Louis Minority Business Council

 Missouri Department of Transportation

 Illinois Department of Transportation

 BiState Transit Authority dba METRO

 Saint Louis Development Corporation

PART II: (COMPLETE IF BIDDER IS NOT AN M/WBE SUBCONTRACTOR/SUPPLIER; SIGN BELOW)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| NAME OF MBESUBCONTRACTOR | MWBE | TYPE OF WORK | BIDAMOUNT | AMOUNT APPLICABLETO GOAL |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

TOTAL:

MBE Participation: % WBE Participation: % Anticipated MWBE Workforce: %

The Undersigned certifies that it is an M/WBE firm or will entire a formal agreement with MBE contractors for work identified above conditioned upon award of a sub-contract agreement.

CONTRACTOR: BY: DATE:

**CONTRACTORS GOOD FAITH EFFORT STATEMENT**

CONTRACTOR:

BY: DATE:

**E-Verify 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) (Date)

Printed Name and Title:

For and on behalf of: (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)

**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

 I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the following facts are true:

 1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

 2. I am employed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Company”) and have authority to issue this affidavit on its behalf.

 3. Company is enrolled in and participating in the United States E-Verify (formerly known as “Basic Pilot”) federal work authorization program with respect to Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

 4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

**FURTHER AFFIANT SAYETH NOT**.

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (individual signature)

 For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (company name)

 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MISSOURI )

 ) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_ )

 On this \_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public in and for such County and State, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be the person who executed the affidavit on behalf of said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acknowledged to me that he or she executed the same for the purposes therein stated. Subscribed and affirmed before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

 My commission expires on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTACHMENT D
BIDDER AFFIRMATION FORM

**RFP TITLE**: **Restroom Renovation at Category 1 Schools**

**RFP #: PS#58-1112**

NAME OF BIDDER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

After careful consideration of the solicitation document in its entirety, Request for Proposal for RFP#PS#38-1112, Project name, and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

The Bidder’s Checklist in Attachment E of the RFP 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**ATTACHMENT E
BIDDER CHECKLIST**

**RFP TITLE**: **Restroom Renovations at Category 1 Schools**

**RFP #: PS#58-1112**

( ) Submitted all information as requested.

( ) Received \_\_\_\_\_\_\_ number of addendum(s).

( ) Submitted one (1) original, 5 copies and one (1) electronic Proposal on CD.

( ) Signed Federal Work Authorization Program Agreement.

( ) Signed and notarized Federal Work Authorization Program agreement and affidavit

( ) Signed Bidder Affirmation Form (by an authorized official of the company where appropriate).

( ) Signed and dated Cost / Pricing Proposal.

( ) 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 all certificates and license including, but not limited to, the license (to conduct business in the City of St. Louis, Missouri).

( ) Submitted state tax identification number. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

( ) Agrees to using the P-Card (See Section 3.14)

( ) Bid Bond attached

( ) MBE/WBE Check-off Sheet

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

**Signature of Authorized Official Date**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Company Name**

ATTACHMENT F
NON-SUBMITTAL RESPONSE FORM

**RFP TITLE**: **Restroom Renovations at Category 1 Schools**

**RFP #: PS#58-1112**

NOTE TO BIDDER:

If your company’s response is a “non-submittal”, the District is very interested in the reason for such response since the District desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form.

Please indicate your reason for responding with a “non-submittal”:

( ) Unable to meet the requirements for this project.

( ) Unable to meet the time frame established for start and/or completion of the 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 participation and competition.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorized Signature Title Date**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name of Company / Consultant**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Company Address**

 (\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Business Telephone Number** **Facsimile**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **E-Mail Address**