



BOARD OF EDUCATION OF THE CITY OF ST. LOUIS

RFP TITLE: Cable Maintenance and New Project Services

RFP #: 023-2021

DATE OF ISSUANCE: January 11, 2021

**PRELIMINARY
QUESTIONS DUE: January 22, 2021, 4:00 P.M. CST**

**BID DUE DATE: February 9, 2021 at 11:45 A.M CST
Public Opening via Zoom**

**SUBMIT TO: Procurement Office of the St. Louis Public Schools
Second Floor – Cashier’s Window
801 North 11th Street
St. Louis, Missouri 63101**

Number of copies required: Five (5) marked “Copies”, One (1) marked “Original”, and two (2) **electronic flash drives**. 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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Section 1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED PROPOSALS

INTRODUCTION:

The Board of Education of the City of St. Louis (d/b/a St. Louis Public School District) (the “District wishes to contract with a firm to provide cabling maintenance on all district owned cable plants. The services are for corrective (break-fix) maintenance only. The objective of the maintenance is to keep the cabling systems operating in an efficient manner and available to deliver network service twenty-four hours a day and three hundred - sixty five days a year. The District employs a full-time staff to manage network administration.. **The term of the contract will be for School Fiscal Year (FY) July 1, 2021 through June 30, 2022; with a renewal options for two (2,) one (1) year periods. School (FY) July 1, 2022 through June 30, 2023 and School (FY) July 1, 2023 through June 30, 2024.**

NOTICE TO BIDDERS:

Copies of this RFP #023-2021 for the **CABLE MAINTENANCE AND NEW PROJECT SERVICES**(this “RFP”) may be obtained from the District’s website at www.slps.org under “Site Shortcuts”, “RFP Bid Opportunities”, or from the Procurement Office, 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 and all other aspects of the Proposals. All information included in a Proposal may be incorporated, at the District’s sole option, into the **Cable Maintenance and New Project Services** to be entered into between the District and the successful Vendor (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.

Due to the District COVID-19 guidelines there will not be an onsite bid opening for the posted RFP# 023-2021, CABLE MAINTENANCE AND NEW PROJECT SERVICES. The Bid Opening will be held virtually via ZOOM. If your company is interested in joining the ZOOM Bid Opening, please email Ketra.Montgomery@slps.org to receive invite by February 8, 2021, by 12:00pm.

Section 2. TENTATIVE RFP TIMELINE

Date of Issuance	January 11, 2021
Preliminary Questions Due:	January 22, 2021
Post Answers to Preliminary Questions	January 26, 2021
Proposals Due in Purchasing Department	February 9, 2021 at or before 11:45 A.M. C.S.T.

The District reserves the right to modify the above RFP Timeline as needed by posting the change as an addendum to this RFP on the District website.

Section 3. INSTRUCTIONS TO VENDORS/GENERAL INFORMATION

- 3.1 Form of Submissions.** Each person or entity submitting a response to this RFP (each “Vendor”) 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, Five (5) copies and Two (2) electronic flash drives.** The upper left hand corner of the package (envelope or box) shall be plainly marked as **RFP #023-2021, Network Maintenance Services**, along with the firm name and the package shall be addressed to:

**Procurement Office of the St. Louis Public Schools
Second Floor – Cashier’s Window
801 North 11th Street
St. Louis, MO 63101**

- 3.2 Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before **February 9, 2021 at or before 11:45 A.M. CST.** 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 Vendor 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.
- 3.3 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.
- 3.4 Questions About this RFP** - All questions regarding this RFP shall be made electronically via e-mail in writing and directed to Angela Russell, Senior Procurement Analyst at Ketra.Montgomery@slps.org. The subject of the e-mail shall be **“QUESTION - RFP #023-2021 Network Maintenance Services”**. 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 in Section 2 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 after Question Due Date.
- 3.5 Addenda** - The District may revise this RFP by issuing written addenda. Addenda will be posted to the District’s website at www.slps.org under “Site Shortcuts”, “RFP Bid Opportunities”. 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.

- 3.6 Awards** – All Proposal selections must be approved by the St. Louis Board of Education prior to an award being final. Awards will be made to the 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 District; and B) the agreement has been documented in accordance with Missouri Revised Statutes Section 432.070. After approval by the District, 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.**
- 3.7 Rejection of Proposals** – The District reserves the right to accept or reject any Proposal or any part of any Proposal.
- 3.8 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.
- 3.9 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 Procurement Office, 801 North 11th Street, St. Louis, MO 63101 or may be found on the District’s website at www.slps.org under “Site Shortcuts”, “Procurement Forms”, “Contract Templates”. See Attachment H for the contract template to be used with the successful bidder. 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.
- 3.10 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 (Not Applicable)** – 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:
- a. Licensed pursuant to the Missouri Insurance Code
 - b. Listed on the United States Department of the Treasury’s Listing of Approved Sureties (Dept. Circular 570) in the amount of \$5,000,000.
 - c. The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.
 - d. 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.

e. 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.

- 3.12 Prevailing Wage (if applicable)** - Bidder and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, 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
- 3.13 Taxes** – Bidders shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, and/or STATE RETAIL TAX in the Proposal, as these taxes does not apply to the District.
- 3.14 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 thereto fore 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.
- 3.15 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.
- 3.16 Grievances** - Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to Procurement 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
- 3.17 No Boycott Israel** - As required by SCS/SB 739, Bidder certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the Term..

Section 4. QUESTIONS

- 4.1** Interested persons or entities may submit **questions in writing** pursuant to the process set forth in Section 3.4 above. Answers to the questions will be posted on the website as an addendum to the RFP pursuant to Section 3.4.
- 4.2** No communication shall be made with any District employee, other than Ketra Montgomery, Contract Compliance Specialist at Ketra.Montgomery@slps.org, regarding this RFP. Violation of this provision may result in the rejection of Proposal.

Section 5. THE PROPOSAL

5.1 The Scope of Services for this RFP is set forth in Attachment A.

5.2 Part I – Qualifications/Certifications/Resume and Operations Plan

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

5.2.1 Bidders should provide detailed information addressing each of the following areas:

5.2.1.1 Licensing and certification in the field of the requested services;

5.2.1.2 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;

5.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 12 months.

5.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a bidder. This section shall not be interpreted to require the disclosure of information shielded from disclosure by State or Federal Statutes and/or court order.

5.2.2 Please respond briefly, but completely, to the following:

5.2.2.1 Person/Entity Name

5.2.2.2 Address

5.2.2.3 Name and Title of Authorized Representative

5.2.2.4 Telephone Number

5.2.2.5 Fax Number

5.2.2.6 Email Address

5.2.2.7 Include the above information for each person/entity that is part of the project team for this Proposal

5.2.3 Bid Response Elements

5.2.3.1 Entity Qualifications

5.2.3.2 References (other school districts where possible)

5.2.3.3 Brief description of entity’s experience with providing the requested services

5.2.3.4 Copies of Licenses and Certifications (including, but not limited to, license to conduct business in the City of St. Louis, Missouri)

5.2.3.5 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.

5.3 Part II – Cost/Pricing Proposal

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

- 5.3.1 Attachment B – Cost/Pricing Proposal must be used as the first page for this Part II.
- 5.3.2 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.
- 5.3.3 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.

5.4 Part III –Required Documents

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

- 5.4.1 Attachments B, B1 & B2: Cost/Pricing Proposal
- 5.4.2 Attachment C: E-Verify Agreement and Affidavit
- 5.4.3 Attachment D: Bidder Affirmation Form
- 5.4.4 Attachment E : Bidder Checklist
- 5.4.5 Attachment F : Non-Submittal Response Form (only if not responding to RFP)
- 5.4.6 Attachment G: Contract Template - Each Bidder is required to include, as part of the documents submitted with its Proposal, the actual contract the Bidder is proposing to enter into with SLPS that sets forth, in detail, the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in the Bidder’s Proposal. Attached to this RFP is the SLPS contract form (See Attachment J) that must be used by each Bidder. Each Bidder must mark-up the SLPS contract form to include the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in its proposal. The Bidder must submit in Microsoft Word documents, both clean and marked copies of its proposed revised SLPS contract form. The marked copy must show all changes the Bidder proposes to make to the SLPS contract form. All information included in a Proposal may be incorporated, at the SLPS’s sole option, into the contract to be entered into between SLPS and the successful Bidder. (please see section 3.9 page 4)
- 5.4.7 Attachment H: Qualifications & References
- 5.4.8 Attachment I: No Boycott Israel

Section 6. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

6.1 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 Eligible Items	30
Meeting Overall Project Requirements	25
Contractor's Experience and Demonstrated Performance	20
Total Price and Cost Effectiveness of NON-Eligible Items	10
Contractor's Demonstrated Ability to Work with E-Rate	10
M/WBE Participation	5
Total Points Possible	100

6.2 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. Due to COVID 19 guidelines there will not be an onsite bid opening. The Bid Opening will be held virtually via Zoom. (Please see Notice to Bidders, page 2).

6.3 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
Deputy Superintendent, Technology & Assessment
Procurement Representative
TBD
TBD
TBD

6.4 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.

Section 7. MINORITY PARTICIPATION

- 7.1** It is the policy of the District to pursue the goal of at least 25% 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 has developed a plan for participation in projects by minority business. This plan includes the following elements:
- 7.1.1 **Outreach** – A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures, and availability of plans.
 - 7.1.2 **Good Faith Effort** – A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply.
 - 7.1.3 **Identification and Recruitment** – A commitment to coordinate efforts with the City of St. Louis, Contract Office, in the development of potential minority contractor interest.
 - 7.1.4 **Monitoring and Reporting** – A commitment to measure and report anticipated and actual MBE/WBE participation.
- 7.2 Discrimination In Employment By the St. Louis Board of Education**
- 7.2.1 During the performance of the contract, the SELECTED BIDDER agrees as follows:
 - 7.2.1.1 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.
 - 7.2.1.2 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.
 - 7.2.1.3 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 Vendor’s commitment under contracts with the District.

7.2.1.4 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.

7.2.1.5 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.

7.3 Minority and Women Owned Business Enterprise Policies

7.3.1 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 Office of Equal Opportunity (MOEO)

Online: For M/WBE's: https://oeo.mo.gov/oeo_certifications

Phone: (573) 715-8130

City of St. Louis: Business Diversity Development (BDD)

Online: <http://www.flystl.com>

Phone: (314) 426-8111

Section 8. RESERVATIONS / STIPULATIONS

8.1 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.

8.2 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.

8.3 The District will give preference to firms based in the Bi-State St. Louis Metropolitan area when other considerations are equal.

- 8.4** 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.
- 8.5** Bidders acknowledge and agree, by submitting a Proposal, that:
- 8.5.1 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.
 - 8.5.2 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.
 - 8.5.3 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.
 - 8.5.4 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 under “Site Shortcuts”, “Board Policies”.
 - 8.5.5 The District, and any consultants retained by the District, has 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.
 - 8.5.6 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 Vendor, 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.

- 8.5.7 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.
 - 8.5.8 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.
 - 8.5.9 It does not do business as or operate under any fictitious name.
 - 8.5.10 It has only presented one Proposal in response to this RFP.
 - 8.5.11 The Proposal is made in good faith.
 - 8.5.12 It, its 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.
 - 8.5.13 It, its affiliates and subsidiaries, all their respective 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.
 - 8.5.14 It, its affiliates and subsidiaries, all their respective 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.
- 8.6** 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.
- 8.7** 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.

8.8 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.

Section 9. 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
RFP #023-2021 Network Maintenance Services

SCOPE OF SERVICES

SCOPE OF SERVICES

Section I – District Background Information

The St. Louis Public School District is at an historic crossroads. The environment in which the District operates is rapidly changing. Recent history has seen the District striving to meet a double challenge: coping with a shrinking student population and declining funds, while striving to close the achievement gap and move all students forward academically.

In many respects, St. Louis schools face the same challenges as other comparable urban districts. The one striking difference is that St. Louis has a rich history of innovation and success in education. From the city's early history, St. Louis Public Schools provided stabilization, structure and support to the community. Established in 1838, the District was the first in the nation to offer free public kindergarten, to open the first public high school west of the Mississippi, to build a high school for African-Americans, to develop an audiovisual department and to house its own television station. National recognition has been received for these and other accomplishments over the years.

The District's enrollment has declined from over 100,000 in 1970 to 21,000 for 2020-21. Concurrently, poverty has risen among the families who send their children to public schools. Today, more than 85% of the district's students receive free or reduced lunch (and the District participates as a Community Eligible Entity) and over 2,000 are defined by the state as homeless. Special services offered to students and their families have increased, tapping into District funding and resources. These include special education, home tutoring, social and supplemental services.

Current Environment as of 01/09/2021

Number of Active Buildings

Elementary Schools	45
Middle Schools	9
High School	15
Other Schools	8
Administration Buildings	5

Number of active students 21,000

Number of active staff (with assumed growth) 5,000

Section II – Scope of Work

Overview: The District owns and operates voice and data networks in all schools and locations as shown in Attachment G. This RFP is for cabling maintenance on all district owned cable plants. The services are for corrective (break-fix) maintenance or New Project Services. . The objective of the maintenance is to keep the cabling systems operating in an efficient manner and available to deliver network service twenty-four hours a day and three hundred - sixty five days a year. The District employs a full-time staff to manage network administration.

Technical Requirements:

1. Contractor shall provide break-fix maintenance coverage to all cabling in Attachment G.

ACKNOWLEDGE COMPLIANCE	NON-COMPLIANCE EXPLANATION

2. Proposed costs shall be based on hourly time and materials and submitted on Attachment B1 & B2 - Cost Summary Sheet (available in spreadsheet format).

ACKNOWLEDGE COMPLIANCE	NON-COMPLIANCE EXPLANATION

3. Contractor will plan sufficient local (St. Louis area) staffing to support service requirements.

ACKNOWLEDGE COMPLIANCE	NON-COMPLIANCE EXPLANATION

4. Qualifications - Proposers shall complete and submit Attachment H (Qualifications and References) as part of their proposal. Field technicians shall be certified and trained to perform preventive and corrective maintenance procedures on the specified systems identified in this agreement. Contractor will include technician certifications and technician assignment list as part of their response. Contractor must be BICSI certified. Contractor shall employ on their full-time staff a Registered Communications Distribution Designer (RCDD) registered with the Building Industries Consulting Services International (BICSI). The RCDD’s certification must be current and active. The selected contractor must have at least one RCDD identified and engaged with this service for the duration of the contract.

ACKNOWLEDGE COMPLIANCE	NON-COMPLIANCE EXPLANATION

5. Response Times - The required field technician response time per incident is one (1) hour to the District site for major system failures. Major system failures may include partial or total loss of intra-system communications functions and or failure of cable or fiber segments. Minor system affecting troubles shall have a response time per incident of twenty-four (24) hours on site. Minor troubles are defined as malfunctions of the system to perform as required without loss of critical voice and/or data service to District users.

ACKNOWLEDGE COMPLIANCE	NON-COMPLIANCE EXPLANATION

6. The Contractor will work with service carriers and manufacturer’s representatives to remedy system failures or malfunctions as required. Contractor shall coordinate with other District service providers as required to correct all service issues.

ACKNOWLEDGE COMPLIANCE	NON-COMPLIANCE EXPLANATION

7. Contractor shall specify T&M rates for work outside of service or „break fix“. This work assignment is expected to include MAC. (Move, add, change assignments.) The cost to the District will be solely based on T&M charges for work performed.

ACKNOWLEDGE COMPLIANCE	NON-COMPLIANCE EXPLANATION

8. The District reserves the right to make moves, additions and changes as may be required.

ACKNOWLEDGE COMPLIANCE	NON-COMPLIANCE EXPLANATION

9. The Contractor will be responsible for delivering and storing all materials and equipment, and any costs necessary to cover loss or damage of the materials and equipment.

ACKNOWLEDGE COMPLIANCE	NON-COMPLIANCE EXPLANATION

10. Contractor will provide all relevant paperwork, drawings, meeting minutes and final documents to the SLPS Information Technology Department. Contractor will ensure that all equipment, systems, technologies and services delivered will be in compliance with the SLPS IT standards throughout this contract.

ACKNOWLEDGE COMPLIANCE	NON-COMPLIANCE EXPLANATION

11. All activity will be documented using repair tickets and all repair tickets shall be logged to the SLPS Help Desk. All invoicing shall be based solely on these trouble tickets.

ACKNOWLEDGE COMPLIANCE	NON-COMPLIANCE EXPLANATION

12. SPECIAL CONDITIONS – E-Rate Maintenance Contracts

- a. The term of this contract will be for an initial period of one year with two, optional, one-year extensions, for a maximum total of three years. The winning vendor shall work with SLPS to develop and sign a preliminary contract, including a „statement of work“ that satisfies E-Rate requirements and specifies a “Not to Exceed” contract price prior to the FY2018 E-Rate Form 471 filing deadline.
- b. Compensation to Contractor shall be computed based on actual hours worked times hourly rate plus materials.
- c. The T&M hourly rates shall be the total compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits, operating margin and sub contractor costs.
- d. Contractor shall provide invoices to the District (for their shared discount percent) and to the SLD (for the discounted portion) not more frequently than once a month for each calendar month in which services are provided.
- e. Contractor's invoice shall be in a form acceptable to District and to SLD. Contractor shall provide specific details with respect to actual hours of work incurred and include other such detail as may reasonably be requested by District.
- f. Payment shall be made only after receipt and approval of goods and services.
- g. All work assignments and reporting will be approved by SLPS.
- h. Final decision as to completeness of a specific service item will be solely by assigned SLPS IT staff.

ACKNOWLEDGE COMPLIANCE ITEMS A-H ABOVE	NON-COMPLIANCE EXPLANATION

13. Throughout the life of this contract, contractor shall adhere to the requirements as stated below:
 - a. Assign a single point of contact to manage all Contractor activity throughout this contract
 - b. Coordinate all site activity with SLPS designated project team
 - c. All patch cables must be secured via cable management.
 - d. The Contractor is responsible for providing and managing all Fiber and UTP patch cables required for completion of maintenance work
 - e. Contractor is responsible for all site scheduling and site survey and installation appointments at each district location.
 - f. Except for trouble calls, contractor shall pre-schedule all site visits. No Contractor employee will make an un-announced site visit to a school.
 - g. Contractor employees will check in with the main office upon arriving at a school site.
 - h. Contractor will wear company picture identification at all times.
 - i. The Contractor will make every effort to minimize disruption and will not interfere with instruction.=
 - j. Work during break and vacation periods may be scheduled based on local school schedules.
 - k. Coordinate with SLPS IT department on site issues, to include facilities, and environmental management.
 - l. Adhere to all SLPS and Government required background checks and personnel procedures
 - m. Obtain all necessary permits and inspection sign off from relevant authority.
 - n. Ensure all codes and standards are followed

ACKNOWLEDGE COMPLIANCE ITEMS A-N ABOVE	NON-COMPLIANCE EXPLANATION

Section III - E-Rate Requirements

District anticipates that some or all of the Services provided by the Contractor may be eligible for certain E-Rate discounts made available on a program year basis pursuant to Orders issued by the Federal Communications Commission (“FCC”) in connection with the Universal Service Order. The District intends to apply to the Schools and Libraries Division (“SLD”) of the Universal Service Administration Company (“USAC”) for discounts on the eligible services in this contract on an annual basis. If the District does not receive a Funding Commitment Decision Letter from the SLD for the next program year or if the SLD has ruled that the district has not fully complied with all requirements of the program, the District, at its sole option, may cancel this agreement at the beginning of the next program year.

- **E-Rate Compliance:** Respondent must assure that its response is in compliance with all current E-Rate program guidelines established by the Federal Communications Commission (FCC). Information regarding eligibility of goods and services, invoicing requirements, documentation requirements and other program rules are available from the SLD by calling Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) at 1- 888-203-8100 or see their website at www.sl.universalservice.org .
- **Eligibility of Goods and Services:** Goods and services provided shall be clearly designated as “E-Rate Eligible”. Non- Eligible goods and services shall be clearly called out as 100% non-eligible or shall be „cost-allocated” to show the percentage of eligible costs per SLD guidelines.

- **Proposal Binding Period:** Due to the possible extended approval process required by the E-Rate program, Vendor's response pricing shall remain in effect for a period of at least one year from response.
- **E-Rate Funding Year Boundaries:** The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of contract "signing date", goods and services requested in this RFP shall be delivered no earlier than the start of the 2021 Funding Year (July 1, 2021). To assure that all charges are eligible for E-Rate funding, contract renewal and expiration dates shall coincide with the start/end dates of the E-Rate funding years.
- **SLD Invoicing:** Respondents agree to conform to all E-RATE guidelines for the billing of discounts to the SLD and the processing of Billed Entity Application for Reimbursement (BEAR) Forms by SLPS. Responder must also provide the name, title and telephone number for single point of contact for E-Rate questions.
- **SPIN Number:** Respondents shall document the ability to participate in the E-Rate program by supplying their current SPIN (Service Provider Identification Number) and current FCC Registration Number (FRN) as part of their proposal.
- **FCC/SLD Auditability:** The E-Rate program requires that all records be retained for at least ten years. Respondent hereby agrees to retain all books, records, and other documents relative to this contract for ten (10) years after final payment, or until audited by SLD and or SLPS, whichever is sooner. SLPS, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the contractor and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.
- **Evaluation Criteria:** The E-Rate program requires that price be the major factor, but not the only factor in awarding this proposal. The following criteria will be used:
 - **30% Total Price and Cost Effectiveness of Eligible Terms**
 - **25% Meeting Overall Project Requirements**
 - **20% Contractor's Experience and Demonstrated Performance**
 - **10% Total Price and Cost Effectiveness of Non – Eligible Items**
 - **10% Contractor's Demonstrated Ability to Work with E-rate**
 - **5% MWBE Participation**

ATTACHMENT B
COST / PRICING PROPOSAL

RFP #023-2021 CABLE MAINTENANCE AND NEW PROJECT SERVICES

1. The following describes our cost/pricing proposal to provide services specified in Attachment A – Scope of Services of the RFP #023-2021, CABLE MAINTENANCE AND NEW PROJECT SERVICES

Elements of Cost / Pricing

Cost _____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total	\$ _____

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

3. Optional Proposal

Elements of Cost / Pricing	Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total	\$ _____

4. Please attach the detail addressing Sections 5.3.2 and 5.3.3 as Attachment B, Exhibit 1.

Signature of Authorized Official

Date

Company Name

**ATTACHMENTS B1 & B2
COST PRICING SUMMARY SHEETS**

RFP TITLE: CABLE MAINTENANCE AND NEW PROJECT SERVICES
RFP #: 023-2021

**For ATTACHMENTS B1: CABLE MAINTENANCE SERVICES COST SUMMARY SHEET and
ATTACHMENT B2: NEW CABLE PROJECTS COST SUMMARY SHEET visit
<https://www.slps.org/Page/1127>.**

SEE EXCEL DOCUMENTS.

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ATTACHMENT C

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 Board of Education of the City of St. Louis (d/b/a St. Louis Public School District) (“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: CABLE MAINTENANCE AND NEW PROJECT SERVICES

RFP #: 023-2021

NAME OF VENDOR: _____

After careful consideration of the solicitation document in its entirety, Request for Proposal for RFP #023-2021, CABLE MAINTENANCE AND NEW PROJECT SERVICES, and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

The Vendor'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 Vendor 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.

A current Certificate of Insurance is required as part of your Proposal.

The District shall provide the Vendor 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: CABLE MAINTENANCE AND NEW PROJECT SERVICES

RFP #: 023-2021

- () Submitted all information as requested.
- () Received _____ number of addendum(s).
- () Submitted one (1) original, (5) copies and one (2) electronic copies on two separate flash drives.
- () 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.
- () Clean and Marked Copies of the SLPS Contract Form.
- () No conditions or restrictions have been placed by the company on this Proposal that would declare it Non-Responsive.
- () Current Certificate of Insurance.
- () Submitted a copy of all Certificates/Licenses and Business License.
- () Submitted a System for Award Management (SAM) Status Report: www.sam.gov
- () Submitted state tax identification number. _____
- () Submitted No Israel Boycott Certification Form

Signature of Authorized Official

Date

Company Name

ATTACHMENT F
NON-SUBMITTAL RESPONSE FORM

RFP TITLE: CABLE MAINTENANCE AND NEW PROJECT SERVICES

RFP #: 023-2021

NOTE TO VENDOR:

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 timeframe 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

ATTACHMENT G: CONTRACT TEMPLATE

RFP TITLE: CABLE MAINTENANCE AND NEW PROJECT SERVICES

RFP #: 023-2021

For ATTACHMENT G: CONTRACT TEMPLATE: visit <https://www.slps.org/Page/1127>.

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ATTACHMENT H: QUALIFICATIONS & REFERENCES

RFP TITLE: CABLE MAINTENANCE AND NEW PROJECT SERVICES

RFP #: 023-2021

**For ATTACHMENT H: QUALIFICATIONS & REFERNCES: visit <https://www.slps.org/Page/1127>.
SEE DOCUMENT: ATTACHMENT H: QUALIFICATIONS.**

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ATTACHMENT I

NO ISRAEL BOYCOTT CERTIFICATION FORM

RFP TITLE: CABLE MAINTENANCE AND NEW PROJECT SERVICES

RFP No: 023-2021

Effective July 13, 2020, a Missouri governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract (MO. Gov't Code SCS/SB 739)

SCS/SB 739 - This act creates the "**Anti-Discrimination Against Israel Act**". Under this Act, public entities are prohibited from entering into certain contracts with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of goods or services from the State of Israel or any company, or person or entity, doing business with or in the State of Israel. Any contract failing to comply with the provisions of this act shall be void against public policy.

This Act does not apply to contracts with a total potential value of less than \$100,000 or to contractors with fewer than 10 employees.

BY SIGNATURE BELOW, I, the undersigned agent for the firm named below, certify and affirm that this firm AND its principals comply with the above referenced certifications:

Yes, we acknowledge and comply with the following:

NO ISRAEL BOYCOTT CERTIFICATION

Vendor Name: _____

Printed Name of Authorized Company Official: _____

Signature of Company Official: _____

Date: _____