



REQUEST FOR PROPOSAL

St Louis Public Schools – Specified Roof Replacements 2017
Multiple Locations
RFP # 080-1617

Mandatory Pre-job Meeting

Date/Time: June 15th, 2017 at 9:00AM

Location: Buildings & Grounds
3416 Cook St., St Louis, MO

Mandatory jobsite-walk meetings immediately following Pre-job meeting:

Herzog Elementary – 5831 Pamplin, 63147
Mason Elementary – 6031 Southwest Ave., 63139
Gateway High – 5101 McRee, 63110
Carr Lane – 1004 N Jefferson, 63106

Questions Due: June 22, 2017

Bid Due Date: June 29, 2017 by 12:00 Noon CST

Submitted to: Weatherproofing Technologies, Inc.

Attn: Robert Bryant
3735 Green Road
Beachwood, OH 44122
Phone: 618-402-9725
Fax: 866-284-8971
Email: rbryant@wtiservices.com

Proposals shall be faxed to the above number or an electronic copy (pdf) sent to the above email address with one (1) original sent to the above address.

Table of Contents

RFP Title: Specified Roof Replacements 2017 Multiple Locations

	Page Number
Section 1 Introduction and Announcement for Sealed Proposals	4
Section 2 Not Used	
Section 3 Instructions to Bidders	4
Section 4 Bidder's Conference	7
Section 5 Proposal	7
Section 6 Evaluation	8
Section 7 Minority Participation	9
Section 8 Reservations/Stipulations	10
Section 9 Federal Work Authorization Program (E-Verify)	13
Attachment A - Scopes of Work	14
Attachment B – Cost/Pricing Proposal	17
Attachment C – E-Verify Agreement and Affidavit	30
Attachment D – Bidder Affirmation Form	35
Attachment E – Bidder Check List	36
Attachment F – Non-submittal Response Form	37
Attachment G - Non Discrimination Employment	38
Attachment J – Wage Order	47
Attachment K – Tobacco Free Workplace	48
Attachment L – Contractor's Report of Construction Wage Rates	51
Attachment M - Affidavit Compliance with the Prevailing Wage Law	53
Attachment O – Sample Subcontract Agreement	55

Section 1. Introduction and Announcement for Sealed Proposals

Introduction: Weatherproofing Technologies Inc. (WTI) wish to contract with multiple firms to provide the Project *Specified Roof Replacements/Restorations at the following St Louis Public Schools; Herzog Elementary, Mason Elementary, Carr Lane and Gateway*. The projects shall be completed after school hours, weekends and holidays. A turn-key design will be utilized for these projects with WTI functioning as the General Contractor and awarding subcontracts per school to Manufacturer Certified Roofing Contractors.

Notice to Bidders:

Copies of this RFP# 080-1617 for the school and project name (this "RFP") may be obtained from

The District's website at www.slps.org under "Shortcuts", "Purchasing/RFP's", or from the Purchasing Department, St Louis Public Schools, 801 North 11th Street, St Louis, MO 63101

The District and WTI reserve the right to accept or reject any or all Proposals (as hereinafter defined) and to waive any irregularities. The District and WTI also reserve 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 WTI 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.

Section 2, Not Used

Section 3, Instructions to Bidders

Form of submission: All proposals shall be submitted on the WTI Cost Proposal Form and notarized. Each school shall be proposed on an individual basis using the respective cost proposal form. Cost proposal forms for each school will be available with the specification for that school at the Mandatory Pre-Bid.

3.1 Submit proposals via fax to 866-284-8971 or an electronic copy (pdf) sent to rbryant@wtiservices.com with one (1) original sent to:

Weatherproofing Technologies, Inc.
Attn: Robert Bryant
3735 Green Road
Beachwood, OH 44122

3.2 Manner of Submission: Proposals must be completed as requested including all signatures, unit costs and notarized. Failure to do so is reason for rejection. 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.

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 about this RFP shall be made electronically via e-mail in writing and directed to Robert Bryant at rbryant@wtiservices.com. The subject of the e-mail shall be "QUESTION – RFP_080-1617". Failure to provide the correct RFP number in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed on the first page above shall not be considered or answered. Questions properly submitted in writing prior to the due date will be addressed 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 as addenda no later than three (3) business days prior to the Proposal Due Date.

3.5 The District and WTI may revise this RFP by issuing written addenda. Addenda will be posted to the District's website at www.SLPS.org under "Shortcuts", "Purchasing / RFPs" and on the WTI e-builder website. Interested persons or entities are encouraged to check the District's and/or WTI's e-builder 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 and WTI have no obligation or duty to communicate addenda to Bidders beyond the posting of addenda on its website.

3.6 All proposal selections must be approved by WTI prior to an award being final. Awards will be made to the lowest responsible bidder complying with the terms of the specifications, except that the right is reserved by WTI to make such a selection, as in its judgment, is best suited for the purpose intended. Notwithstanding any contained herein to the contrary, a contract shall not exist between WTI and the selected bidder until such agreement has been duly authorized and approved by WTI. If the lowest responsible bidder is not an approved Tremco applicator, the contractor must begin the process of applying for authorization, supplying financial records for review and supplying a list of similar construction for review and inspection. Please contact Larry Ford at 314-808-0517.

3.7 WTI reserves the right to accept or reject any Proposal or any part of any Proposal.

3.8 Not Used

3.9 The awarded contractor(s) shall enter into a subcontract agreement with WTI; a sample subcontract agreement is attached as Attachment O.

3.10 WTI in cooperation with 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 Weatherproofing Technologies Inc, 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 WTI and that meets the following minimum standards:

- Licensed pursuant to the Missouri Insurance Code
- Listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$5,000,000.
- The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.
- The Bid Bond must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact.
- 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 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 and these projects. A tax exempt certificate will be provided to the awarded contractor(s)

3.13 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 WTI, 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.

3.14 Not Used

3.15 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 Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to

Weatherproofing Technologies, Inc.
Attn: Robert Bryant
3735 Green Road
Beachwood, OH 44122

Section 4 – 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 WTI 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 Robert Bryant via e-mail to rbryant@wtiservices.com on or before June 15 , 2017 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# 080-1617”.

4.3 No communication shall be made with any District employee; all communication shall be thru Robert Bryant, 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 1 – This provision is not required if your company is an approved Tremco Certified Applicator.

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” – This provision is not required if your company is an approved Tremco Certified Applicator.

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 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.

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 2 – WTI Cost Proposal form (Attachment B)

5.4 Part 3 –

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

5.4.1 Attachment B – Cost / Pricing Proposal

5.4.2 Attachment C - Federal Work Authorization Program Addendum and Affidavit

5.4.3 Attachment D -Bidder Affirmation Form

5.4.4 Attachment E -Bidder Checklist

5.4.5 Attachment G – Non Discrimination Employment Forms

5.4.6 Statement of M/WBE Participation

5.4.7 Good Faith Efforts Report

5.4.8 Good Faith Efforts Statement

5.4.9 Bid Bond

5.4.10 List of Materials & Equipment Form

5.4.11 Construction Schedule

5.4.12 Complete listing of all proposed Sub-Contractors and suppliers

5.4.13 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).

Section 6 – Evaluation

6.1 Evaluation Criteria -The following criteria will be used with the weighted values below to evaluate each Proposal received. WTI 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 WTI 20

Vendor's Experience and Demonstrated Expertise 10

6.2 There will be no public opening; all proposals received by WTI shall become property of WTI

6.3 Evaluation – Proposals will be reviewed and evaluated by WTI, contractors may be contacted to review their submittal.

6.4 Contracting – Upon selection of a subcontractor, WTI will provide a subcontract agreement to that entity.

7. Minority Participation

(See Attachment G for further information and District forms)

7.1 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:

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. Two forms in Attachment G must be filled out and submitted with the proposal. They are:

- Contractor's Good Faith Efforts Statement
- Contractors Good Faith Efforts Report

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. (Monthly M/WBE Manpower Utilization Report – see Attachment G)

7.2 Discrimination in Employment by the Special Administrative Board

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 Bidder'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 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.mwdbbe.org/>
Phone: (314) 551-5000

St. Louis Minority Business Council

Online: <http://www.slmbc.org/>
Phone: (314) 241-1143

7.3.2 See Attachment G for further information and District forms.

8. Reservations/Stipulations

8.1 WTI 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 WTI or 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 WTI may 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 WTI, and WTI shall be entitled to use any and all such materials in any way desired by WTI, in its sole and unfettered discretion.

8.5.2 Not required by Tremco Certified Applicators

a) 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 "Shortcuts", "Board Policies".

8.5.5 WTI, and any consultants retained by WTI, 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 WTI and/or the WTI 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 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.

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'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.

8.5.13 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.

8.5.14 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.

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 WTI 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 or WTI and any other party. WTI reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. WTI 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 WTI. In the event that WTI 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, WTI

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 – Scopes of Work

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 Representative and/or WTI 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. All contractor employees will be required to provide the School District's John Zaegel, a background check that identifies at 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 John Zaegel at 801 N. 11th Street, St Louis, MO 63101 prior to being admitted to the school premises.**
5. The awarded subcontractor(s) will be required to submit drug testing results for all employees and subcontractors working onsite within the past six months. These projects prohibit the unlawful possession, use or distribution of controlled substances and alcohol and prohibit 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), Propoxyphene, Alcohol.
6. All contractors and their subcontractors must abide by the Saint Louis Public School District's discrimination policy for the duration of this project.
7. Contractors 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.**

8. Contractors must submit for approval a site logistics plan that outline exit paths from the building in case of an emergency, material storage and lay down area, dumpster location, proposed contractor parking, etc.
9. All work not completed during the allowed time frame must complete the work afterhours and/or weekends or whenever students are not on facility grounds.
10. During construction, each subcontractor must direct all correspondence to the WTI Construction Manager or WTI Project Manager for distribution to the school district.
11. 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.
12. Consumption of alcohol on this site will not be permitted. The District and/or WTI reserve the right to remove anyone from this site for consumption of alcohol.
13. No smoking or tobacco products will be allowed on school property. The District and/or WTI reserve the right to remove anyone from this site for smoking on school property. Reference Attachment K for district policy.
14. Firearms are not permitted on the school district's property.
15. The subcontractor shall be represented at the site by a competent full-time superintendent/foreman or other person empowered to act on behalf of the subcontractor from beginning of the work until acceptance unless otherwise instructed by The District or WTI
16. WTI shall submit a Daily Manpower Report in PROLOG to the Construction Manager. This report shall include a brief description of the subcontractor's activities for the day and a manpower count for both the subcontractor and any Sub-subcontractors which highlight sex and race of all workers.
17. Each subcontractor may submit to the WTI 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. 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.
18. Subcontractor(s) 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.

Brief Scope of Work and approximate size by site:

Herzog Elementary

5831 Pamplin.

Roofs J & K

Tear off and replace approximately 750 and 4,000 square feet respectively and replace

1. Tear off existing roofing systems to the lightweight concrete substrate.
2. Mechanically fasten venting base sheet to lightweight.
3. Install 3 inch layer of Polyisocyanurate in Tremco Premium III asphalt (or approved equal).
4. Install 1 inch layer of Roxul insulation (to achieve R20) in Tremco Premium III asphalt (or approved equal).
5. Install Powerply Heavy Duty base sheet (or approved equal) in Tremco Premium III asphalt (or approved equal).
6. Install Powerply Plus HT FR (or approved equal) in Tremco Premium III asphalt (or approved equal).
7. Install flashings and accessories.
8. Install Waltite (or approved equal) to block parapet and non parapet wall areas on section J
9. Relocate ladder for better access on section J
10. Add new downspout where missing on section J
11. Remove satellite on roof
12. Provide 15 year manufacturers warranty.

Mason Elementary

6031 Southwest Ave.

Roofs D & E

Tear off and replace approximately 600 square feet and restore existing MB roof area approximately 4,000 sq ft. Tuckpointing repairs to three vent shafts. Install sheet metal hoods to the two of the vent shafts.

Section D:

1. Remove areas determined by infrared scan to contain wet insulation down to the metal deck.
2. Mechanically fasten Polyisocyanurate insulation in place to match the height of the existing Polyisocyanurate in the roof system.
3. Adhere ½ inch layer of Securock in the removal areas to complete an overall match to the existing insulation. Securock to be adhered in Tremco Low Rise Foam Insulation Adhesive or approved equal.
4. Increase the cricket at one roof top equipment location (to be noted on drawing).
5. Install Burmastic Composite Ply HT (or approved equal) in Solvent Free Burmastic (or approved equal) over the tear off locations.
6. Powerwash entire roof area.
7. Prime entire roof area with Alphaguard WB Primer (or approved equal).

8. Install Alphaguard BIO Base Coat (or approved equal) at an application rate of approximately 4 gallons/100 square feet to the substrate, fully reinforced with Polyester reinforcement.
9. Install Alphaguard BIO Top Coat (or approved equal) at an application rate of approximately 2 gallons/100 square feet.
10. Install walkways with Alphaguard Safety Yellow (or approved equal), broadcasting granules into material to create slip resistant walkway.
11. Provide 20 year manufacturers warranty.

Section E:

13. Tear off existing roofing systems to the concrete substrate.
14. Install Tapered Polyisocyanurate in Tremco Premium III asphalt (or approved equal).
15. Install 1 inch layer of Roxul insulation in Tremco Premium III asphalt (or approved equal).
16. Install Powerply Heavy Duty base sheet (or approved equal) in Tremco Premium III asphalt (or approved equal).
17. Install Powerply Plus HT FR (or approved equal) in Tremco Premium III asphalt (or approved equal).
18. Install flashings and accessories.
19. Provide 20 year manufacturers warranty.

Carr Lane

1004 N Jefferson.

MB roofs G & J

Restore existing MB roof areas approximately 11,500

1. Remove areas determined by infrared scan to contain wet insulation down to the metal deck.
2. Mechanically fasten Polyisocyanurate insulation in place to match the height of the existing Polyisocyanurate in the roof system.
3. Adhere ½ inch layer of Securock in the removal areas to complete an overall match to the existing insulation. Securock to be adhered in Tremco Low Rise Foam Insulation Adhesive or approved equal.
4. Increase the cricket at one roof top equipment location (to be noted on drawing).
5. Install Burmastic Composite Ply HT (or approved equal) in Solvent Free Burmastic (or approved equal) over the tear off locations.
6. Powerwash entire roof area.
7. Prime entire roof area with Alphaguard WB Primer (or approved equal).
8. Install Alphaguard BIO Base Coat (or approved equal) at an application rate of approximately 4 gallons/100 square feet to the substrate, fully reinforced with Polyester reinforcement.
9. Install Alphaguard BIO Top Coat (or approved equal) at an application rate of approximately 2 gallons/100 square feet.
10. Install walkways with Alphaguard Safety Yellow (or approved equal), broadcasting granules into material to create slip resistant walkway.

11. Provide 20 year manufacturers warranty.

Gateway

5101 McRee

Roofs A1, A3, A4

Tear off and replace approximately 7,000 sq ft each

1. Tear off existing roofing systems to the lightweight concrete substrate.
2. Mechanically fasten venting base sheet to lightweight.
3. Install 3 inch layer of Polyisocyanurate in Tremco Premium III asphalt (or approved equal).
4. Install 1 inch layer of Roxul insulation (to achieve R20) in Tremco Premium III asphalt (or approved equal).
5. Install Powerply Heavy Duty base sheet (or approved equal) in Tremco Premium III asphalt (or approved equal).
6. Install Powerply Plus HT FR (or approved equal) in Tremco Premium III asphalt (or approved equal).
7. Install flashings and accessories.
8. Install 60 Mil TPA (or approved equal) to brick, non parapet walls.
9. Install metal flashing details.
10. Provide 15 year manufacturers warranty.

ATTACHMENT B
WEATHERPROOFING TECHNOLOGIES, INC.
COST PROPOSAL FORM

Instructions to Submitter

- 1) Submitter is responsible for all conditions of this document; proposal guarantee section on page 6 must be filled out in order for bid to be considered valid.
- 2) Submitter is responsible for meeting all local, state, and governmental requirements.
- 3) All applications shall meet Tremco's latest published requirements.
- 4) Submission of Cost Proposal Form denotes submitter has experience and meets all requirements for all Tremco and non Tremco Material listed in project specifications.
- 5) All Non-Tremco materials shall meet Tremco's minimum requirements and be listed on Tremco's list of approved materials.
- 6) All submitters must be licensed (if applicable) to perform work in the location of the project.
- 7) All applicable items on the Cost Proposal Form must be filled in. If an item is not applicable fill in N/A.
- 8) Should the project involve asbestos, submitter must be licensed to handle and dispose of asbestos, or identify any subcontractor they may utilize for that work.
- 9) Submitter's Cost Proposal must include the cost of a performance bond.

WEATHERPROOFING TECHNOLOGIES, INC.

COST PROPOSAL FORM

Direct Proposals to: Weatherproofing Technologies, Inc.
Attn: Robert Bryant
3735 Green Road
Beachwood, OH 44122
Phone: 618-402-9725
Fax: 866-284-8971

Submission of this form acknowledges receipt and acceptance of:

1. All standard Tremco details and specifications.
2. Davis Bacon Wage Rates or State Prevailing Wage Rates if applicable.
3. Project specific specifications, drawings, and details.

Submit with this Cost proposal:

1. Tremco Materials list with all quantities, units, prices, and extensions.
2. A sample certificate of insurance listing Tremco, Weatherproofing Technologies Incorporated and project name listed as additional insured.

Awarded subcontractor will provide:

1. Site Specific Safety Plan, OSHA 300 log & letter from insurance agent, insurance carrier or state fund (on their letterhead) verifying the EMR data.
2. Equipment list and selected Waste Hauler's License (State or Local).
3. Bond and Certificate of Insurance.
4. All licenses and permits.
5. Other than Small Businesses will be **Required** to submit a subcontracting plan if your bid exceeds \$1,000,000.00

Contractor Name Address:

Date:

Telephone:

Fax:

Contact Person:

Contact Persons Cell Phone:

Contact Persons Email:

Project Name:

Address (City, State, Zip):

Cost Proposal Due Date:

Tremco Representative:

Notification Number:

CONTRACTOR'S NAME: _____

The following information is required in considering your proposal for this project.

Does your proposal comply with Tremco's standard published application procedures? _____

Does your proposal comply with Tremco's standard published details? _____

Is your proposal based upon Tremco's standard application procedures and details? _____

Is your proposal based upon WTI's Standard Sub-Contractor Agreement? _____

Is your proposal based upon WTI's General Conditions? _____

Name of Bonding Company _____

Are you or your company listed as suspended, proposed for debarment, or debarred from doing business with the Federal Government? _____

Are you or your company currently under investigation by the Federal Government? _____

Cotton Mops for Hot applications are **NOT PERMITTED** to be used, Fiberglass only shall be allowed.

LOWER TIER SUBCONTRACTORS

Does your proposal include any Lower tier subcontractors you intend to utilize Yes ____ No ____ (yes see below)

Lower tier subcontractors must be licensed as required (State, Federal or Local)

Name of your Lower tier subcontractors _____

All provisions of this proposal and WTI's Standard Sub-Contractor Agreement are applicable to your Lower tier subcontractor.

Submit with this cost proposal Lower tier subcontractor sample certificate of insurance listing Tremco, Weatherproofing Technologies Incorporated and project name listed as additional insured.

Check all that apply to your company

____ Small Business

____ Service Disabled Veteran

____ Minority Owned

____ Veteran Owned Small Business

____ Small Disadvantaged Business

____ Alaska Native Corp (ANC) Indian Tribes Not Certified by SBA as Small Business

____ Small Woman Owned Business

____ Alaska Native Corp (ANC) Indian Tribes That are Not Small Business

____ Hub Zone

____ Historically Black College/Univ. (HBCU) & Minority Institute (MI)

____ Large Business

CONTRACTOR'S NAME: _____

The project square footage is: _____ # of areas _____ # of levels _____

Total Working Days: _____ Specified Start Date: _____

PROPOSED PRICE

Labor (Including Overhead and Profit) \$ _____

Non-Tremco Material (Attach material list) \$ _____

Equipment Charges – special or rented \$ _____
(Itemize equipment and costs below)

Tremco Materials (Attach Tremco Material list) \$ _____
(Cost Only - Do not any include OH & P)

Cost of Performance Bond – Required \$ _____

TOTAL COST PROPOSAL (LUMP SUM) \$ _____

PRODUCTION BREAKDOWN

Project Mobilization/Safety Installation _____ (non-weather days)

Tear off, Insulation and Membrane Installation _____ (non-weather days)

Flashing _____ (non-weather days)

Metal Work _____ (non-weather days)

Flood and Gravel _____ (non-weather days)

Smooth Surface/Emulsion/Reflective Coating _____ (non-weather days)

Demobilization and project clean up _____ (non-weather days)

Specify Other Operations:

_____ (non-weather days)

_____ (non-weather days)

CONTRACTOR'S NAME: _____

Please list any special equipment and the days it will be in use on site (fork lift, crane, etc.):

Crew Size Needed to Perform Work within Timeframe: _____

# Foremen on job: _____	Man Rate: \$ _____/hour
# Roofers on job: _____	Man Rate: \$ _____/hour
# Labor on job: _____	Man Rate: \$ _____/hour
# Metal men job: _____	Man Rate: \$ _____/hour
# _____ on job: _____	Man Rate: \$ _____/hour
# _____ on job: _____	Man Rate: \$ _____/hour

QUOTE UNIT PRICES FOR ADDITIONAL WORK BEYOND THE SCOPE OF THE SPECIFICATIONS
FILL ALL PRICES THAT APPLY - REQUIRED

Deck Replacement	\$ _____ per 100 Sq. Ft.
Deck Repair	\$ _____ per Sq. Ft.
Roof Removal	\$ _____ per Sq. Ft.
Additional Insulation Replacement	\$ _____ per Sq. Ft.
Coping Replacement	\$ _____ per Linear Ft.
Wood Blocking Replacement	\$ _____ per Linear Ft.
Installation of New Drains (no service connection)	\$ _____ per Drain
Installation of New Drains (with service connection)	\$ _____ per Drain
Drain Repair	\$ _____ per Drain
Drain Replacement	\$ _____ per Drain
Lowering Drains	\$ _____ per Drain
Drain Flashing Collar	\$ _____ per Collar
Other _____	\$ _____ per _____
Other _____	\$ _____ per _____
Other _____	\$ _____ per _____

Weatherproofing Technologies on site Superintendent / Manager shall be performing weekly Safety Tool Box Talks; attendance is required for all crew members assigned to the project.

CONTRACTOR'S NAME: _____

PROPOSAL GUARANTEE

I certify that I have reviewed and understand Cost Proposal Materials in their entirety including specifications, Subcontractor Agreement, and Insurance requirements and have reflected this in submitted costs.

Roofing Contractor Name: _____

Roofing Contractor Representative Name/Title: _____

Roofing Contractor Representative Signature: _____

Date: _____

Witness Name: _____

Witness Signature: _____

State of _____, County of _____ On this _____ day of _____ 20____ before

me personally known who did depose and say that he _____ of _____

_____, the Corporation/Partnership/Individual described in and which executed the foregoing instrument

and that such instrument is duly on behalf of _____

_____.

Notary Public

CONTRACTOR'S NAME: _____

MATERIALS

Item	Unit	Qty	Unit/Price	Total
TOTAL				

NOTES: _____

Insurance Limits

WEATHERPROOFING TECHNOLOGIES, INC.

SUBCONTRACTOR INSURANCE AND INDEMNIFICATION REQUIREMENTS

A certificate of insurance shall be issued to Weatherproofing Technologies, Inc. (sometimes hereinafter called Contractor or WTI) and be received no later than ten (10) days prior to Subcontractor beginning Work. Subcontractor shall provide and maintain insurance with companies and carriers acceptable to Contractor in amounts required by Contractor under the Contract Documents, but not less than the minimum Subcontractor insurance coverages and endorsements, as follows:

Coverages	Minimum Limits
A. Worker's Compensation	Statutory
B. Employer's Liability	\$500,000 per occurrence
C. General Liability	Comprehensive General Liability totaling \$3,000,000 per occurrence, with a \$5,000,000 annual aggregate, and deductible of no more than \$5,000.
D. Umbrella or Excess Liability	\$5,000,000 per occurrence and \$5,000,000 annual aggregate
Coverage must include:	
<ul style="list-style-type: none">• Premises-Operations• Product and Completed Operations• Broad Form Contractual• Independent Contractor and Subcontractor• Builders Risk Liability	
E. Automobile Liability	Any combination of Automobile Liability and Umbrella Liability totaling \$1,000,000 combined single limit per occurrence. In addition, the Automobile Liability cannot have a deductible greater than \$5,000.
Coverage must include:	
<ul style="list-style-type: none">• Owned vehicles• Hired vehicles	

- Non-owner vehicles

All coverages on these policies shall be primary, with no deductibles, copayments or similar provisions requiring payment or contribution of any named or additional insured in excess of \$10,000 and shall name Weatherproofing Technologies, Inc., Tremco Incorporated and Owner as additional insured under all coverages, other than workers' compensation.

All rights of subrogation against Contractor and against Tremco Incorporated, Weatherproofing Technologies, Inc, and their respective agents, employees, subsidiary or affiliate companies arising in connection with the Work or this Agreement are hereby waived.

The certificate shall contain a statement to the effect that: "No exclusions apply to the general liability coverage for damages to property in the care, custody or control of the insured except the basic exclusions contained in the standard I.S.O. comprehensive general liability policy."

Before commencing the Work, Subcontractor shall furnish Contractor a certificate from his insurance companies with an endorsement showing that the above insurance is in force, stating policy numbers, effective dates, expiration dates and limits of liability thereunder. All policies providing the above insurance shall be endorsed to provide that the insurance company shall notify Tremco and WTI, in writing, thirty (30) days prior to any cancellation, expiration or material change in the above insurance. Subcontractor agrees that nothing contained in this paragraph shall limit or release Subcontractor from any obligation otherwise provided for in this Agreement, including assumption of liabilities and indemnification to Contractor.

If Subcontractor fails to procure and maintain at least the above insurance with the minimum limits of liability shown, Contractor shall have the right to procure and maintain the said insurance for and in the name of the said Subcontractor, and Subcontractor shall pay those costs thereof and shall furnish all necessary information to make effective and maintain such insurance. Furthermore, any payments advanced by Contractor on behalf of Subcontractor to procure and maintain such insurance may, at the option of Contractor, be deducted from any monies owing said Subcontractor.

The attached Certificate, and the above provisions, have been examined and agreed to by each of the insurance companies listed as affording the coverages required hereunder.

(Authorized Insurance Agent)

(Date)

(Authorized Subcontractor Representative)

(Date)

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

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 and WORK TO BE PERFORMED VENDOR MATERIAL OR
EQUIPMENT SUPPLIED

ATTACMENT 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 WTI and 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 and WTI;

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 and WTI;

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 and WTI;

d) Affirms you will notify the District and WTI 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 and WTI prior to or contemporaneously with the execution of its contract with the District and WTI (or at any time thereafter upon request by the District and WTI), 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 and WTI.

By: _____
(Signature)

(Date)

Printed Name and Title:

For and on behalf of:
(Company Name)

CONTRACTORS GOOD FAITH EFFORT REPORT

PROJECT: St Louis Public School Roof Replacements

SUBCONTRACTOR: _____

BID PACKAGE NO.: RFP PS 10

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 ONE)

_____ 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 MBE SUBCONTRACTOR	MWBE	TYPE OF WORK	BID AMOUNT	AMOUNT APPLICABLE TO GOAL

TOTAL: _____

MBE Participation _____%

WBE Participation _____%

Anticipated MWBE workforce _____%

The Undersigned certifies that it is an M/WBE firm or will enter 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: _____

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”) via WTI prior to or contemporaneously with the execution of a contract with WTI;
- 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 WTI;
- 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 WTI;
- d) Affirms you will notify WTI 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 WTI prior to or contemporaneously with the execution of its contract with WTI (or at any time thereafter upon request by the District or WTI), by providing to the District via WTI 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 WTI.

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, WTI, 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, WTI.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

(STATE OF MISSOURI)

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: Specified Roof Replacements 2017
RFP #: RFP 080-1617

NAME OF BIDDER: _____

After careful consideration of the solicitation document in its entirety, Request for Proposal for RFP# 080-1617. 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 WTI within three (3) days, proof of liability insurance.

WTI shall provide the Bidder with a subcontract 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

Specified Roof Replacements 2017
RFP 080-1617

- ☐ Submitted all information as requested.
- ☐ Received _____ number of addendum(s).
- ☐ Submitted one (1) original, and one (1) electronic Proposal.
- ☐ 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 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. _____
- ☐ Bid Bond attached
- ☐ MBE/WBE Check-off Sheet

Signature of Authorized Official

Date

Company Name

**ATTACHMENT F
NON-SUBMITTAL RESPONSE FORM**

Specified Roof Replacements 2017
RFP 080-1617

NOTE TO BIDDER: If your company's response is a "non-submittal", the District and WTI is very interested in the reason for such response since the District and WTI desire 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 and WTI in determining changes necessary to increase participation and competition.

Authorized Signature	Title	Date
----------------------	-------	------

Name of Company / Consultant

Business Telephone Number	Facsimile
---------------------------	-----------

E-Mail Address

ATTACHMENT G
Non-Discrimination in Employment by Board of Education Contractors And
Subcontractors

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, religion, sex or national origin. The Contractor will take affirmative action to ensure that all applicants are employed without regard to their race, age, handicap, religion, sex, or national origin.
2. The Contractor will, in all solicitation or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, sex, or national origin.
3. The Contractor 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 union or worker's representative of the Contractor's commitments under contracts with the Board of Education.
4. The Contractor will maintain and, upon request, make available to The Board of Education, 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 Contractor fails or refuses to make such records available, this contract may be cancelled, terminated or suspended in whole or in part by the Board of Education and the Contractor may be declared ineligible for further Board of Education contracts or such other sanctions as the Board deems appropriate.
5. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract, this contract may be cancelled, terminated or suspended in whole or in part by the Board of Education and the Contractor may be declared ineligible for further Board of Education contracts or such other sanctions as the Board deems appropriate.
6. The contractor will include the provision of Paragraph 1 through 5 in every subcontract or purchase order unless specifically exempted by the Board so that such provisions will be binding on each subcontractor or vendor.

UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES

The Board of Education of the City of St. Louis is committed to providing minority and women-owned business enterprises ("M/WBE") with an equal opportunity to do business with the St. Louis Public School System.

The Board of Education has adopted the following goals to address equitable M/WBE involvement in its Capital Improvements Programs:

40% of Contracts to Minority Owned Businesses

5% of Contracts to Female Owned Businesses

40% of Field Employment to Minorities and/or Females

The achievement by bidders of the M/WBE participation goals and/or submission of documentation of efforts to obtain M/WBE participation will be a consideration in the award of a contract.

I. DETERMINATION OF M/WBE PARTICIPATION

A. The total dollar value of the contract or subcontract awarded or to be awarded to a certified M/WBE is counted toward achieving the goal. In order to qualify for consideration as a M/WBE firm, a firm must be certified by one of the following:

SLDC - St. Louis Development Corporation

MoDOT -Missouri Highway Department of Transportation

IDOT -Illinois Department of Transportation Metro –

Bi-State Development Agency

WTI then will make its own determination which shall be final as to M/WBE certification of a firm.

B. The portion of the total dollar value of a contract awarded to a joint Venture shall be equal to the percentage of the ownership of the M/WBE in the joint venture is counted toward the goal.

However, this percentage will only apply for non-subcontracted work.

For a joint venture involving an M/WBE firm and a non-M/WBE general contractor, the general contractor may count towards the MBE/WBE goals only the M/WBE percentage of the non-subcontracted work to be directly self-performed by the joint venture.

C. Twenty percent (20%) of expenditures for materials and supplies obtained from an M/WBE supplier and one hundred percent (100%) of such expenditures from an M/WBE manufacturer or dealer certified as such by SLDC are counted toward the goal.

II. BIDDING PROCEDURE

A. Bidder shall submit the "Statement of M/WBE Participation" form included in this document as part of the Bid Proposal. If the Bidder is an M/WBE firm, Part I should be completed. This form cannot be changed after the bid opening without approval of WTI. Any firm being considered for removal from this list must submit written confirmation to the WTI requesting such removal. This statement, if accepted by WTI, will become a part of the contract documents.

B. All Bidders shall submit the "Statement of M/WBE Participation" form included in this document as part of the Bid Proposal. Failure to complete this form in it's entirety will be cause for rejection of the bid. This form cannot be changed after the bid opening without approval from WTI. Any firm being considered for removal from the list must submit written confirmation to the WTI requesting such removal.

III. EVALUATION PROCEDURES

A. After the bid opening, the low bidder and the second bidder shall re-evaluate and confirm M/WBE firms to be used on the project. A confirmed "Statement of M/WBE Participation" signed by an officer of the company shall be submitted WTI. This statement, if accepted by WTI, will become part of the contract documents.

B. If the utilization goals are not satisfactorily addressed, the efforts related to securing M/WBE participation will be evaluated by WTI, taking into account, among other things, the following:

1. Comparison with M/WBE participation in other bid proposals.
2. Evaluation, including review of pertinent documents, of a bidder's good faith effort of solicitation and follow-up to obtain M/WBE bids.
3. When the MBE and WBE participation goals cannot be met the bidder shall document and submit justification as to why the goal(s) could not be met and demonstrate the good faith efforts taken to meet the MBE and WBE participation goals, including but not limited to the following recommended efforts:

i. Efforts made to break down contracts and portions of work into economically feasible units such that the MBE/WBE utilization goals can be met.

ii. Written notification to disadvantage economic development assistance agencies, organization, local, state and federal disadvantage business assistance offices, and other organizations which provides assistance in recruitment and placement of MBE/WBE's on this project.

iii. Efforts made to negotiate with MBE's and WBE's for specific item(s) of Work including evidence on:

- a. The names, addresses, telephone numbers of the MBE's and WBE's who were contacted, the dates of initial contact and whether solicitations of

interest were followed up by contacting the MBE's and WBE's to determine with certainty whether the MBE or WBE is interested. Personal or phone contacts are expected; and

b. A description of the information provided the MBE/WBE's regarding the plans and specifications and the work to be performed; and

c. A statement of why additional agreements with other MBE/WBE's were not reached; and

d. Documentation of each MBE/WBE contacted but rejected and the reason for the rejection.

iv. Examples made to assist the MBE/WBE's that need assistance in obtaining bonding, insurance of lines of credit required by the contractor.

v. Documentation that qualified MBE/WBE's are not available or are not interested.

vi. Examples of actions not acceptable for failure to meet the MBE/WBE goals are:

a. MBE/WBE unable to provide performance and/or payment bond.

b. Union versus non-union status.

c. Contactor would normally perform all or most of the work of the contract, or restricts solicitation only to those general groups of items which may be listed in proposal under such heading as "Items Subcontractable to MBE/WBE Firms."

d. Solicitation by mail only.

vii. The demonstration of good faith efforts must, in the end, prove the contractor had actively and aggressively sought out MBE/WBE's to participate in the project. All the information provided must be accurate in every detail.

The ability to achieve the M/WBE goals and the good faith efforts demonstrated will be used to evaluate each Bidder's responsiveness.

The information provided will be evaluated to determine if the low bidder is responsive.

All information provided must be accurate in every detail. The apparent low bidder's attainment of the MBE/WBE goals or the demonstration of good faith efforts will determine the award of contract.

Documentation of initial good faith efforts is to be submitted to WTI utilizing the Contractor's Good Faith Effort Statement, and Contractor's Good Faith Effort Report.

IV. CONTRACTOR VERIFICATION OF M/WBE PARTICIPATION

A. The Contractor will be required to submit the "Monthly M/WBE Report" describing amounts paid to M/WBE firms with each payment application.

B. Prior to the release of the final one percent (1%) of contract retainage, the Contractor shall furnish a final Monthly M/WBE Report with supporting final lien waivers from all M/WBE firms used on the project. It is understood and agreed that in the event the total M/WBE participation on the project is less than that identified in the approved "Statement of M/WBE participation" provided by the Contractor prior to commencement of the project, the Board of Education will suffer a loss which will be difficult or impossible to determine. As a result, a liquidated damage amount equal to the difference between the dollar amount of the proposed and approved M/WBE participation, and the actual dollar amount of M/WBE participation, will be paid by the Contractor. Such amount shall be deduction from the final retainage owed to the Contractor, and will not exceed an amount equal to one percent (1%) of the original contract amount. No such deduction will be made when the proposed and approved M/WBE participation is not met for reasons beyond the control of the Contractor. Such determination is in the sole discretion of the Board of Education. The amount set forth above is agreed upon as liquidated damages, and not as a penalty.

C. Compliance with the forty percent (40%) field employment goal will be monitored by the Saint Louis Public Schools Project Manager and WTI.

V. REPLACEMENT OF M/WBE FIRMS

A. The Contractor shall make good faith efforts to replace an M/WBE subcontractor, who is unable to perform satisfactorily, with another M/WBE subcontractor. Replacement firms must be approved by WTI.

COUNTING M/WBE PARTICIPATION

The Saint Louis Public Schools (SLPS) district utilizes the following guidelines in determining the percentage of Minority/Women-Owned Business Enterprise (M/WBE) participation that will be counted toward the overall M/WBE goals for a prime contractor:

A. If a firm is not currently certified as an M/WBE at the time of the execution of the contract, the firm's participation towards any M/WBE goal will not be counted.

B. The dollar value of work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.

C. When an M/WBE participates in a contract, the value of the work actually performed will be counted as follows:

1. The entire amount of that portion of a construction contract that is performed by the M/WBE's own forces. This includes the cost of supplies and materials obtained by the M/WBE for the work of the contract, including supplies purchased or equipment leased by the M/WBE (except supplies, and equipment the M/WBE subcontractor purchases or leases from the prime contractor or its affiliates).
2. The entire amount of fees or commissions charged by an M/WBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the work, toward M/WBE goals, provided that SLPS determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When an M/WBE subcontracts part of the work of its contract to another firm, the value of the subcontractor work may be counted toward M/WBE goals only if the M/WBE's subcontractor is itself an M/WBE firm. Work that an M/WBE subcontracts to a non-M/WBE firm will not count toward M/WBE goals.

D. When an M/WBE performs as a participant in a joint venture, SLPS will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the M/WBE performs with its own forces toward M/WBE goals.

E. SLPS will count expenditures of an M/WBE contractor toward M/WBE goals only if the M/WBE is performing a commercially useful function on that contract:

1. An M/WBE performs a commercially useful function when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the M/WBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. To determine whether an M/WBE is performing a commercially useful function, SLPS will

evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the M/WBE credit claimed for its performance of the work, and other relevant factors.

2. An M/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of M/WBE participation. In determining whether an M/WBE is such an extra participant, SLPS will examine similar transactions, particularly those in which M/WBEs do not participate.

3. If an M/WBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the M/WBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, SLPS will presume that it is not performing a commercially useful function.

4. When an M/WBE is presumed not be performing a commercially useful function as provided in this program, the M/WBE may present evidence to rebut this presumption. SLPS may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

F. SLPS will count expenditures with M/WBEs for material or supplies towards M/WBE goals as provided in the following:

1. SLPS will count 100% of the cost of the materials or supplies toward M/WBE goals if the materials or supplies are obtained from an M/WBE manufacturer. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described in the specifications.

2. SLPS will count 20% of the cost of the materials or supplies towards M/WBE goals if the materials or supplies are purchased from an M/WBE regular dealer. For purposes of this section a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are brought, kept in stock, and regularly sold to or leased to the public in the usual course of business.

To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products.

Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease and not on an ad hoc or contract-by contract basis.

Packagers, brokers, manufactures' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.

3. With respect to materials or supplies purchased from an M/W/DBE which is neither a manufacturer nor a regular dealer, SLPS will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for delivery of materials or supplies required on a job site, toward M/W/DBE goals, provided that SLPS has determined the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. SLPS will not count any portion of the cost of the materials and supplies themselves toward M/WBE goals, however.

Note: All M/W/DBE firms must, as of the date bids are due, be certified as an MBE, WBE or DBE by at least one of the following certifying agencies:

MoDOT (Missouri Department of Transportation)
IDOT (Illinois Department of Transportation)
City of St. Louis/ St. Louis Lambert International Airport
BiState Transit Authority dba Metro.

A copy of the firm's certifying letter must accompany the bid. If a company's certification lapses before the closing out of the project, the firm must be recertified before the close of the project for its participant to be counted.

Finding an M/DBE Partner

The following agencies and organization may be of assistance in helping you find an M/WBE firm with the skills and or services you are looking for:

Association of General Contractors of St. Louis

6330 Knox Industrial Drive Suite 200 St. Louis, MO 63139
(314) 781-2356

City of St. Louis

The city maintains a database of certified firms.

That database may be accessed at

www.mwdbe.org

Central Contractor Registration

The Federal government maintains a database of minority firms desiring to do business with the government.

That list can be accessed at http://dsbs.sba.gov/dsbs/dsp_dsbs.cfm.

IDOT

The Illinois Department of Transportation maintains a database of certified firms.

That database is located at <http://www.dot.state.il.us/sbe/dbeprogram.html>.

MoDot

The Missouri Department of Transportation maintains a database of certified firms.

The database is located at

http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm.

Mo-Kan CCAC

4114 Lindell Suite 316 St. Louis, MO 63108
(314) 535-9200

St. Louis Business Diversity Initiative

This organization maintains a list of some Minority Business Enterprises (MBE) from the City of St. Louis/St. Louis Lambert Airport, State of Missouri, Bi-State Development Agency and the Missouri Department of Transportation. The directory contains some members of the St. Louis Minority Business Council and the St. Louis Regional Chamber and Growth Association (RCGA).

Their directory is accessible at http://www.stlbizdiversity.com/mbe_directory.asp.

St. Louis Minority Business Council

308 N. 21st Street Suite 700 St. Louis, Mo 63103
(314) 241-1143

State of Missouri

The State of Missouri maintains a database of minority and women owned businesses.

That database can be accessed at <http://www.oa.mo.gov/oeo/cp.html>.

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 24

Section 096
ST. LOUIS CITY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Tammy Cavender

Acting Department Director

Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations