



**BOARD OF EDUCATION
OF THE CITY OF ST. LOUIS**

RFP TITLE: District-Wide Boiler Repair Services

RFP# OP007-2021

DATE OF ISSUANCE: December 14, 2020

BIDDER'S CONFERENCE: December 17, 2020, at 10:00 A.M.

BIDDER'S CONFERENCE LOCATION: Via Zoom
Meeting ID: 966 2929 6398
Password: Oky12f

FINAL QUESTIONS DUE: January 8, 2021, 4:00 P.M.

BID DUE DATE: January 14, 2021, 10:00 A.M.

SUBMIT TO: Procurement Department,
St. Louis Public Schools
Second Floor – Cashier's Window
801 North 11th Street
St. Louis, Missouri 63101

PUBLIC READING: January 14, 2021, 10:00 A.M.
Via Zoom:
Meeting ID: MUST EMAIL TO RECEIVE
Password: MUST EMAIL TO RECEIVE

Number of copies required: (3) marked "Copies", (1) marked "Original", and (2) electronic flash drives. Each original and copy must have tabs corresponding to the required sections listed in this RFP, as appropriate. Original and copies are to be submitted in 3-ring binders or binding of some fashion.

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1. ANNOUNCEMENT FOR SEALED PROPOSALS

The Board Of Education of the City of St. Louis (d/b/a St. Louis Public Schools System) (the “District”) wishes to contract with a qualified firm to provide District-Wide Boiler Repair Services.

NOTICE TO BIDDERS:

The sealed Proposal shall be received in the Procurement Office of Saint Louis Public Schools, 801 North 11th Street, Saint Louis, MO 63101, Second Floor - Cashier’s Window no later than **10:00 a.m.** on **January 14, 2021**. A **bidder’s conference** will be held on **December 17, 2020 at 10 A.M. Via Zoom** at which time submitted questions will be answered. Copies of the RFP may be obtained from the www.slps.org under Site Shortcuts”, “Business with SLPS / RFP Bid Opportunities” or from the Procurement Department, St. Louis Public Schools, 801 North 11th Street, St. Louis, MO 63101.

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

Due to the District COVID-19 guidelines there will not be an onsite bid opening for the posted RFP #OP007-2021, **District-Wide Boiler Repair 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 an invite by Wednesday, January 13, 2020, by 12:00pm.

2. SERVICES

2.1. GENERAL

- 2.1.1. Attachment A describes the scope of services
- 2.1.2. The contract will be a one year contract with three one-year renewal options. The initial contract dates will be July 1, 2021 through June 30, 2022.
- 2.1.3 Bidders shall fill in Attachment B: Cost Pricing Proposal, price sheet along with providing annual renew increases (percentage) for each of three additional years:

2.2. INSPECTION OF SITE AND EQUIPMENT

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

2.3. BID EVALUATION

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

3. PROPOSAL

3.1. PART I - Qualifications/Resume and Operations Plan

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

3.1.1. Please respond briefly, but completely, to the following:

- 3.1.1.1. Firm Name
- 3.1.1.2. Address
- 3.1.1.3. Contact Person
- 3.1.1.4. Telephone Number
- 3.1.1.5. Fax Number
- 3.1.1.6. Email Address

3.1.2. Bid Response Elements

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

3.2. PART II - Cost/Pricing Proposal

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

3.1.1 Fill out Attachment B

4. INSTRUCTIONS TO BIDDERS

BID CONDITIONS

Bidder should prepare and submit a sealed District-Wide Boiler Repair Services Proposal. On the outside of the sealed Proposal, an envelope shall be securely affixed to the outside of the box or larger envelope containing the full response to this RFP and shall be delivered to the address listed below in sufficient time to ensure receipt of same prior to the scheduled bid opening as indicated herein. The Proposal shall include one (1) original, three (3) copies and two (2) electronic Flash Drives.

The upper left hand corner of the envelope shall be plainly marked as **RFP# OP007-2021 District-Wide Boiler Repair Services** along with the firm name and closing time and addressed to:

PROCUREMENT OFFICE OF SAINT LOUIS PUBLIC SCHOOLS

SECOND FLOOR – CASHIER'S WINDOW

801 NORTH 11TH STREET

SAINT LOUIS, MO 63101

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

- 4.5 **Form of Contract** - Each successful Bidder shall be required to enter a contract in the form prescribed by the District. A copy of each such form may be examined at the Department of Procurement, 801 North 11th Street, St. Louis, MO 63101.
- 4.6 **Bond** – A Bid Bond will not be required for this non-construction RFP.
- 4.7 **Preference for Missouri Products** - The District will purchase and use only those materials, products and supplies, which are produced, manufactured, compounded, made or grown, within the State of Missouri. When they are found in marketable quantities in the State of Missouri, and are of a quality suited to the purpose intended, and can be secured without additional cost over out-state products. However, quality and fitness of articles will be considered in making purchases or letting contracts.
- 4.8 **Taxes** - Bidders shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, and OR STATE RETAIL TAX in the Bid, as these taxes do not apply to the District.
- 4.9 **War Clause** - In the event that during the existence of a state of war the United States Government takes over the plant of any manufacturer with whom the contractor has theretofore contracted to furnish the articles required under his contract with the District, or any essential element thereof, and because of such action of the government, the contractor may furnish and deliver the articles required under the contract, and cannot obtain them elsewhere. Then and in these events the contractor may furnish proof of said facts to the Director of Procurement, who shall thereupon conclusively determine whether such facts exist. And said if facts are so found to exist, the contractor shall have the right to cancel such contract by notice in writing delivered to the Director of Procurement within ten days after the date of such determination by the Director of Procurement.
- 4.10 **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.
- 4.11 **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.

5. MINORITY and WOMEN-OWED BUSINESS (M/WBE) PARTICIPATION

- 5.1 The St. Louis Public Schools has developed a plan for participation in projects by minority and women-owned business. This plan includes the following elements:
 - 5.1.1 **Outreach**- A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures and availability of plans.
 - 5.1.2 **Good Faith Effort**- A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply.
 - 5.1.3 **Identification and Recruitment** - A commitment to coordinate efforts with the City of St. Louis, Contract Office in the development of potential minority and women contractor interest.
 - 5.1.4 **Monitoring and Reporting**- A commitment to measure and report anticipated and actual MBE/WBE participation.
- 5.2 **Discrimination In Employment By The Board Of Education**
 - 5.2.1 During the performance of the contract, the SELECTED FIRM agrees as follows:
 - 5.2.2 The SELECTED FIRM will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The SELECTED FIRM will take affirmative action to ensure that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity.
 - 5.2.3 The SELECTED FIRM will, in all solicitations or advertisements for employees placed by or on behalf of the SELECTED FIRM, states that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity.
 - 5.2.4 The SELECTED FIRM will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising that labor unions or workers representative of the Contractor's commitments under contracts with the District.

- 5.2.5 The SELECTED FIRM will maintain and, upon request make available to the District all records and data necessary or useful to the review and monitoring of compliance with the non-discrimination clauses of this contract. In the event the SELECTED FIRM fails or refuses to make such records available, this contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED FIRM may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.
- 5.2.6 In the event of the SELECTED FIRM's non-compliance with the non-discrimination clauses of this contract, this contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED FIRM may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

5.3 **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE POLICIES**

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

Missouri 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

6. BIDDER'S CONFERENCE

- 6.1. Interested firms may attend an optional virtual pre-submittal bidder's conference scheduled for December 17, 2020 at 10:00 A.M. via Zoom. Attendance is not mandatory for responding to this RFP. Please RSVP via email Ketra Montgomery at Ketra.montgomery@slps.org. At the pre-submittal bidder's conference, a representative from the District will be available to answer questions. Meeting minutes will be taken during the question and answer portion and distributed to all firms requesting the RFP.

7. BIDDER'S DISCLOSURE

- 7.1 Bidders should provide detailed information addressing each of the following areas:
- 7.1.1 Licensing and certification in the field of the requested services;
 - 7.1.2 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;
 - 7.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 12 months;
 - 7.1.4 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.

8. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD EVALUTATION CRITERIA

- 8.1 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:

Criteria	Value
8.1.1 Total price	40
8.1.2 Overall effectiveness of proposal	10
8.1.3 Prior working relationship with the district	10
8.1.4 Vendor's experience and demonstrated expertise	20
8.1.5 M/WBE Participation	20
Total Points Possible	100

- 8.2 **Bid Opening** – All bids received on or before **January 14, 2021 at 10:00 A.M.** shall be assembled and opened publicly promptly at that time in the district offices located at 801 N. 11th Street. All interested parties are welcome to attend via Zoom.
- 8.3 **Evaluation** - The District will assemble a review committee to assist in evaluating all responses to this RFP. From this evaluation, the District may select a firm or consultant team solely on the basis of submittals, or may additionally identify a short list of firms for possible interviews. The District may contact any or all respondents to clarify submitted information.

8.3.1 The Evaluation Team shall consist of the following individuals:

Title
Building Commissioner
Maintenance Manager
HVAC Manager

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

8.5 CONTRACTING

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

9. TENTATIVE SELECTION TIMELINE

December 10, 2020	Release RFP to the marketplace
December 17, 2020	Bidder's Conference at 10:00 A.M. (Via Zoom)
January 8, 2021	Final Questions Due at 4:00 P.M.
January 14, 2021	Bids due in Procurement Department at 10:00 A.M. Public Reading (Via Zoom)

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

10. RESERVATION/STIPULATED

- 10.1 The District reserves the right, at its sole discretion, to 1) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so, 2) waive minor informalities of a submittal, 3) cancel, revise, or extend this solicitation, 4) request additional information deemed necessary, 5) extract, combine, and delete elements of individual proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.
- 10.2 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. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agent, employees, assigns or others, whether related or not to the vendor.
- 10.3 The District will give preference to firms based in the bi-state St. Louis metropolitan area when other considerations are equal.
- 10.4 Careful consideration should be given before confidential information is submitted to the District as part of your District-Wide Boiler Repair Services Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. The Missouri Sunshine Law provides for public access to information the District possesses. Information submitted to the District that you wish to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be accepted.
- 10.5 Respondent acknowledges that, if respondent is selected for the engagement, all electronic, written and printed materials developed by the respondent as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way desired by the District, in its sole and unfettered discretions.
- 10.6 By submitting a response to this RFP, respondent acknowledges that the qualifications of each member of the respondent team are important criteria in the selection process. The selected respondent will not be allowed to substitute any members of the respondent team in the response without prior approval by the District. The District, in its sole discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of teams.
- 10.7 By submitting a response to this RFP, respondent acknowledges that adherence to the schedule for the work is of critical importance to the District, and agrees to dedicate the personnel listed in the response to completing the work in accordance with the schedule outlined in this RFP. Respondent further acknowledges that the agreement for the engagement may include significant penalties for failure to perform in accordance with the schedule.
- 10.8 By submitting a response to this RFP, each respondent acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.
- 10.9 By submitting a response to this RFP, each respondent acknowledges and agrees that the District, and any consultants retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's submission, and authorizes the release to the District and/or the District consultants of any and all information sought in such inquiry or investigation.
- 10.10 Any misrepresentations or false statements contained in a response to this RFP or in any request for additional information related to this RFP, whether intentional or unintentional, shall be sufficient grounds for the District to remove respondents from competition for selection at any time.

11. QUESTIONS/ADDENDA

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

Ketra Montgomery
Procurement Department
Saint Louis Public Schools
801 North 11th Street,
Saint Louis, MO 63101
Email: ketra.montgomery@slps.org
Fax: (314) 345-2495

All questions regarding this RFP shall be made electronically via e-mail in writing and directed to Ketra Montgomery at Ketra.montgomery@slps.org. The subject of the e-mail shall be "QUESTION - RFP# OP007-2021". Failure to provide the correct RFP number in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed on the first page above shall not be considered or answered. Questions properly submitted in writing prior to the due date will be addressed. Answers to all properly submitted written questions will be posted on the District's website at www.SLPS.org as addenda no later than three (3) business days prior to the Proposal Due Date..

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

12. NON-SUBMITTAL RESPONSE FORM

RFP Title: District-Wide Boiler Repair Services

RFP #: OP007-2021

NOTE TO BIDDER:

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

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

Unable to meet requirements for this project.

Unable to meet time frame established for start and/or completion of project.

Received too late to reply. Received on _____.

Please remove our company's name from receiving similar type solicitations

Other: _____

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

AUTHORIZED SIGNATURE

TITLE

DATE

NAME OF COMPANY/CONSULTANT

COMPANY ADDRESS

(_____) _____
BUSINESS TELEPHONE NUMBER

(_____) _____
FACSIMILE

E-MAIL ADDRESS

13. BIDDER AFFIRMATION FORM

RFP Title: District-Wide Boiler Repair Services

RFP#: OP007-2021

NAME OF COMPANY/CONSULTANT: _____

After careful examination of the solicitation document in its entirety, Request for Proposal for RFP# OP007-2021-District-Wide Boiler Repair Services, and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

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

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

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

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

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

Respectfully submitted,
Authorized Official: Title:

Print Name

Signature

Date

Address

(_____)_____
Business Telephone Number

(_____)_____
Facsimile

E-mail Address

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

14. BIDDER'S CHECKLIST

RFP Title: District-Wide Boiler Repair Services

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- () Submitted all information as requested.
- () Received _____ no. addendum(s).
- () Submitted _____ no. copies of the proposal.
The Proposal shall include (3) marked "Copies", (1) marked "Original", and (2) flash drives.
- () Signed Bidder Affirmation form (by an authorized official of the company where appropriate).
- () No conditions or restrictions have been placed by the company on this proposal that would declare it non-responsive.
- () Prepared to provide the insurance required.
- () Submitted a copy of license to conduct business for the City of St. Louis, Missouri.
- () Submitted state tax identification number.
- () M/WBE Utilization Contractor's Good Faith Efforts Report
- () Submitted a copy of a System For Award Management (SAM) Status Report: www.sam.gov
- () Submitted No Israel Boycott Certification Form

Signature of Authorized Official

Date

Company Name

**ATTACHMENT A
SCOPE OF SERVICES**

SCOPE OF WORK:

INTRODUCTION - The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms interested in contracting with the District to provide District-Wide Boiler Repair Services:

OBJECTIVE - St. Louis Public Schools are seeking proposals for District-Wide Boiler Repair Services to ensure that the District boiler systems continue to function and provide comfortable school temperatures consistent with high quality learning in compliance with all applicable laws and safety standards. Boiler repair service maybe requested at any of the 78 District facilities.

QUALIFICATIONS - Company must possess the proper documentation, certificates, and welding stamps to perform troubleshooting, repairs, welding on pressurized vessels and piping. Company will demonstrate knowledge of all types of hot water boilers and steam boilers to included riveted boilers, fire box or water leg type boilers, horizontal return tubular boilers, and Scotch Marine boilers. Company must not have any limitations, state or local, when working on all types of boilers and performing all work on any type of boiler that belongs to St. Louis public schools. Jobs that will be performed may include but is not limited to troubleshooting, repairing, cutting and replacing tubes, rolling tubes, cleaning boilers, cleaning tubes, replacing stay bolts, welding on boilers, replacing refractory, pipe welding, and pipe fitting. In addition, job site General Foreman must have 30 hour OSHA training and all employees a minimal of 10 hour OSHA training.

RFP is based on overall venders repair service rates and annual increases.

Repair Service Rates:

- A. Regular Hourly Rates \$_____
- B. Overtime Hourly Rates \$_____
- C. Weekend and Holiday Rates \$_____

Annual Increases:

- A. 2022/2023: _____%
- B. 2023/2024: _____%
- C. 2024/2025: _____%

1. SCHEDULE

This Contract shall be in force from July 1, 2021 and shall terminate on June 30, 2022. The District may renew the contract on the same terms for a period of up to 3 years beyond the indicated termination date. The renewal option shall be exercised at least thirty (30) days prior to the contract expiration date.

2. SITE STANDARDS:

Site visits will not disturb classroom instruction. Vendor employees will conduct themselves in a professional manner and respect all SLPS employees, equipment, and property.

Vendor employees will work in a safe environment and conform to all local, state and national codes.

Vendor employees will not threaten or create an unsafe environment for any SLPS staff member, student, parent, vendor or person associate

3. PAYMENT

After work is completed, the contractor shall render an invoice. All service call work slips shall be signed by the Project Manager. Each invoice shall state specifically the building name, the work that was performed, man hours(s), materials; type of equipment worked on, and total cost.

4. INSURANCE

Insurance - Contractor shall, at its own expense, provide and maintain during the term of the Agreement, or extension of this Agreement:

Coverage	Limit
A. Workers’ Compensation: Statutory, Employer’s Liability	\$ 500,000
B. Comprehensive General Liability	
a. Bodily and personal injury(per person/per occurrence)	\$ 500,000
b. Property Damage	\$ 500,000
c. Products Liability and Completed Operations to be maintained for a minimum period of at least two (2) years after project completion	\$ 500,000
d. Independent Contractors Liability	\$ 500,000
e. Contractual Liability	\$ 500,000
C. Automobile Liability (owned, non-owned and hired vehicles)	
a. Bodily and personal injury (per person/per occurrence)	\$ 500,000
b. Property Damage	\$ 500,000

Special Conditions:

1. All work on site is to be performed safely in accordance with all OSHA standards. It is the responsibility of this contractor to enforce its safety program.
2. No contractor will be allowed to operate in an unsafe manner. Any designated Saint Louis Public School District Operation Manager and/or Project 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 Project Manager, a background check that identifies at a minimum, persons under suspicion of, charged with, or convicted of child abuse, or sex offender relate offenses. Employee's whose background reports indicate such activity, shall not be allowed on school premises. **The cost of securing criminal background checks shall be borne by the General Contractor and/or Subcontractor.** The contractor must furnish this background report to the Project Manager prior to being admitted to the school premises.
5. Contractor must abide by the Saint Louis Public School District's discrimination policy for the duration of this project.
6. **ALL WORK CAN BE DONE ON FIRST SHIFT AS DIRECTED BY THE PROJECT MANAGER/DESIGNEE.**
7. Consumption of alcohol on this site will not be permitted. The Project Manager reserves the right to remove anyone from this site for consumption of alcohol.
8. No smoking or tobacco products will be allowed on school property. The Project Manager reserves the right to remove anyone from this site for smoking on school property. Reference Attachment K for district policy.
9. Firearms are not permitted on the school district's property.
10. This contractor shall submit for approval a method for identifying their workers working onsite that have been approved by the school District to work onsite. Approved workers include workers that have submitted a complete and approved background check and a negative drug test.
11. This contractor is responsible for any and all costs and procurement of permits and city licenses required for this work. This contractor shall coordinate all applicable permit inspections as required.
12. In other areas of the buildings, tradesmen are expected to conduct their craft in accordance with applicable standards to include, but not necessarily limited to, The Occupational Safety and Health Administration (29 CFR 1926.62), The United States Environmental Protection Agency Renovation, Repair and Painting (RRP) Rule, and the Missouri Department of Natural Resources. SLPS will not consider change orders for compliance with these rules. If contractors encounter a potential jobsite

**ATTACHMENT B
COST / PRICING PROPOSAL**

**Subject: Saint Louis Public Schools
RFP Title – District-Wide Boiler Repair Services
RFP OP007-2021**

Design-Build Contractor

Company Name: _____
Contact Person: _____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____

In the event electrical load calculations and/or drawings are required to correctly complete these projects, the Design-Build contractor shall have available a licensed Electrical Engineer capable of providing the necessary technical expertise to advise and provide the guidance and construction documents (in necessary) in order to fully execute this project. **The cost of this service shall be included in the Contractor proposal.**

Proposed Engineer:

Company Name: _____ Discipline: _____
Contact Person: _____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____

1. The Undersigned Bidder offers and agrees, if this Proposal is accepted, to enter into an Agreement with the Saint Louis Public School District in the form included in the Contract Documents and to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this proposal and in accordance with the Contract Documents.
2. BIDDER has examined and is familiarized with the Instructions to Bidders, all of the other Bidding Documents, and all of the Contract Documents; Bidder has examined the actual site and locality where the Work is to be performed; Bidder has familiarized themselves with the legal requirements (federal, state, and local laws, ordinances, rules, and regulations); Bidder has made independent investigations as they deem necessary; and Bidder has satisfied themselves as to all conditions affecting cost, progress, or performance of the scope of work outlined in this RFP.
3. BIDDER accepts all of the terms and conditions as outlined in this RFP.
4. BIDDER agrees to perform the work in the time specified and accepts the provisions of and assessment of liquidated damages as defined in the General Conditions of the Contract for Construction
 - a) Contract Period – The Contractor shall complete all work required within 180 calendar days.

- b) If the reason for any delay in the commencement or progress of the Work is not attributed to any of the causes listed in the General Conditions, then the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of **\$1,500 for each calendar day** of delay as liquidated damages. The liquidated damages shall be paid for each day of delay until the Contract Work is Substantially Complete as defined herein.
5. BIDDER upon acceptance of this bid will execute the Agreement and will furnish the required Contract security and insurance certificates within 5 days after the award of the Contract.
 6. BIDDER agrees to furnish all labor, materials, supplies, equipment, services, and other facilities necessary or proper for, or incidental to, all work as required by, and in accordance with the Contract Documents for this RFP for the lump sum price as noted in the "Base Bid Proposal" section.
 7. Bidders should be advised that, prior to award of any contract, the Saint Louis Public School District reserves the right to conduct a pre-award survey for the purpose of determining the bidder's responsibility and capacity to perform the contract. This survey may include review of subcontracting agreements, financial capacity, and quality of work performed on other contracts.
 8. Bidder agrees to indemnify the Board of Education, Operations Department, Construction Managers and it's Project Mangers from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description made, brought or recovered against the Board of Education by reason of any act of omission of the Bidder.
 9. Bidder agrees that in all required bonds, the bidder shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by contract.
 10. Bidder and their subcontractors shall be required to submit weekly certified payroll sheets with their monthly invoices, showing compliance to the Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment.
 11. Bidder agrees that accurate records pertaining to wages paid all workers employed on the contract shall be kept within the state by the contractor and each subcontractor, for a period of one (1) year following the issuance of final payment for the subject work.
 12. Bidder will forfeit a penalty to the St. Louis Public Schools of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing wage rate for any work done under the contract by the contractor or by any subcontractor.
 13. Bidder and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.
 14. Bidder will forfeit a penalty to the St. Louis Public Schools of \$2,500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, if such employee is employed without the required training.
 15. Bidder agrees that during periods of excessive employment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residences of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission) (see Excessive Unemployment section), may be employed under the contract, except that other laborers may be used when Missouri

laborers or laborers from nonrestrictive states are not available, if so certified by the contractor and approved by the contracting officer.

16. Bidder agrees that every transit employer, as defined in section 285.230 RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by that statute.

17. **ACKNOWLEDGEMENT**

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

A. **ADDENDA**

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

Addendum No : _____

Date: _____

Addendum No : _____

Date: _____

The following describes our cost/pricing proposal to provide services specified in this RFP. Provide a list fees for the services offered and hourly rates.

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

2. Optional Proposal

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

Repair Service Rates:

- A. Regular Hourly Rates \$ _____
- B. Overtime Hourly Rates \$ _____
- C. Weekend and Holiday Rates \$ _____

Annual Increases:

- A. 2022/2023: _____%
- B. 2023/2024: _____%
- C. 2024/2025: _____%

Signature of Authorized Official

Date

Company Name

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

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”)

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

Accordingly, your company:

- a) Agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

ATTACHMENT C

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: _____

Subscribed and sworn to before me on this ____ day of _____, 20__.

NOTARY PUBLIC

My commission expires:

ATTACHMENT D

**ST. LOUIS BOARD OF EDUCATION
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE
UTILIZATION CONTRACTOR’S GOOD FAITH EFFORTS REPORT**

PROJECT NAME: _____ BID NUMBER: _____

NAME OF CONTRACTOR: _____

List the following minority or women-owned business enterprises that are contacted regarding this contract proposal opportunity. State the reason why your company is unable to utilize these firms below:

Firm Name Address, Phone # Contact Person	Bid item(s) of work to be performed	Bid Amounts	Date and Method of Solicitation	Comments: Reasons Rejected

Prime Contractor’s Signature: _____

Date: _____

Project: _____

ATTACHMENT E
NO ISRAEL BOYCOTT CERTIFICATION FORM

RFP TITLE: District-Wide Boiler Repair Services
RFP No: RFP OP007-2021

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: _____