



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

**RFP TITLE: District Wide Fire Sprinkler and Associated Backflow Prevention Device
Inspection, Maintenance and Repair Services**

RFP #: OP010-1819

DATE OF ISSUANCE: December 11, 2018

BIDDER'S CONFERENCE QUESTIONS DUE: December 14, 2018, 4:00 P.M.

MANDATORY BIDDER'S CONFERENCE: December 18, 2018, 10:30 A.M.

**LOCATION OF BIDDER'S
CONFERENCE:** Board of Education
801 N. 11th St.
St. Louis, MO 63101

FINAL QUESTIONS DUE: January 10, 2019, 4:00 P.M.

BID DUE DATE: January 17, 2019, 10:30 A.M.

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

**Number of copies required: (2) marked "Copies", (1) marked "Original", and (2) electronic
CDs or 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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Section 1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED PROPOSALS

INTRODUCTION:

The Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public School System) (the “District”) wishes to contract with a firm to provide District Wide Fire Sprinkler and Associated Backflow Prevention Device Inspection, Maintenance and Repair Services, at the St. Louis Public Schools.

NOTICE TO BIDDERS:

Copies of this RFP # OP010-1819 for District Wide Fire Sprinkler and Associated Backflow Prevention Device Inspection, Maintenance and Repair Services, (this “RFP”) may be obtained from the District’s website at www.slps.org under “Shortcuts”, “Purchasing / RFPs”, or from the Purchasing Department, St. Louis Public Schools, 801 North 11th Street, St. Louis, MO 63101.

The District reserves the right to accept or reject any or all Proposals (as hereinafter defined) and to waive any irregularities. The District also reserves the right to negotiate with selected firms regarding pricing and fee structures. All information included in a Proposal may be incorporated, at the District’s sole option, into the contract between the District and the successful Bidder (as hereinafter defined). Any contract awarded as a result of this RFP will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation or national origin.

Section 2. TENTATIVE RFP TIMELINE

DATE OF ISSUANCE:	December 11, 2018
BIDDER’S CONFERENCE QUESTIONS DUE:	December 14, 2018, 4:00 P.M.
MANDATORY BIDDER’S CONFERENCE:	December 18, 2018, 10:30 A.M.
LOCATION OF BIDDER’S CONFERENCE:	Board of Education 801 N. 11th St. St. Louis, MO 63101
FINAL QUESTIONS DUE:	January 10, 2019, 4:00 P.M.
BID DUE DATE:	January 17, 2019, 10:30 A.M.

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

Section 3. INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION

- 3.1 Form of Submissions.** Each person or entity submitting a response to this RFP (each “Bidder”) should prepare and submit their proposal in response to this RFP (“Proposal”) in a sealed envelope or box. **The Proposal shall include one (1) original, two (2) copies and one (1) electronic proposal on (2) CDs or flash drives.** The upper left hand corner of the package (envelope or box) shall be plainly marked as **RFP # OP010-1819, District Wide Fire Sprinkler and Associated Backflow Prevention Device Inspection, Maintenance and Repair Services,** along with the firm name and the package shall be addressed to:

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

- 3.2 Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before January 17, 2019, 10:30 A.M. Each Proposal will be date and time stamped upon receipt at the Cashier’s Window. Proposals received after that date and time will not be considered and will remain unopened. Proposals must be filled out as requested including all required signatures and pertinent information. Failure to do so is reason for rejection of the Proposal. If Bidder is a corporate entity, the entity’s name must be correctly stated, and the Proposal must include the state of incorporation of such entity, and, if a foreign entity, proof of registration to transact business in the state of Missouri. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign his or her name on the Proposal.
- 3.3 Format of Proposal** - Each Proposal must include the information required in Section 5. Each required response listed in Section 5 shall be included as a required document with Attachment B.
- 3.4 Questions About this RFP** - All questions regarding this RFP shall be made electronically via e-mail in writing and directed to Robert Horton, Procurement Director, at Robert.Horton@slps.org. The subject of the e-mail shall be “QUESTION - RFP # OP010-1819”. Failure to provide the correct RFP number in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed in Section 2 above shall not be considered or answered. Questions properly submitted **in writing** prior to the due date will be addressed at the Bidder’s Conference (as hereinafter defined) at the date and time

set forth in Section 2 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 Addenda** - The District may revise this RFP by issuing written addenda. Addenda will be posted to the District's website at www.SLPS.org under "Shortcuts", "Purchasing / RFPs". Interested persons or entities are encouraged to check the District's website frequently for addenda to this RFP. Bidders are responsible for viewing and understanding information in addenda to the same extent as the RFP. The District has no obligation or duty to communicate addenda to Bidders beyond the posting of addenda on its website.
- 3.6 Awards** – All Proposal selections must be approved by the Special Administrative Board prior to an award being final. Awards will be made to the lowest responsible bidder complying with the terms of these specifications, except that the right is reserved by the District to make such selection, as in its judgment, is best suited for the purpose intended. Notwithstanding anything contained herein to the contrary, a contract shall not exist between the District and the selected Bidder until: A) such agreement has been duly authorized and approved by the Special Administrative Board; and B) the agreement has been documented in accordance with Missouri Revised Statutes Section 432.070. After approval by the Special Administrative Board, all awards will be posted on the District website. A contract awarded pursuant to this RFP may not be assigned to any other entity without the express written authorization of an authorized agent of the District.
- 3.7 Rejection of Proposals** – The District reserves the right to accept or reject any Proposal or any part of any Proposal.
- 3.8 Submitted Proposals Considered Final** – All Proposals shall be deemed final, conclusive and irrevocable, and no Proposal shall be subject to correction or amendment for any error or miscalculation.
- 3.9 Form of Contract** – Each successful Bidder shall be required to enter a contract in the form prescribed by the District. Templates of certain form contracts may be examined at the Department of Purchasing, 801 North 11th Street, St. Louis, MO 63101 or may be found on the District's website at www.SLPS.org under "Shortcuts", "Purchasing / RFPs", "Contract Templates". The District reserves the right to revise such templates or present a contract not contained within the template forms on the District's website, in its sole and absolute discretion, to fit the unique situation presented by this RFP.
- 3.10 Preference for Missouri Products** – The District prefers to purchase those materials, products and supplies, which are produced, manufactured, compounded, made or grown, within the State of Missouri. When they are found in marketable quantities in the State of Missouri, and are of a quality suited to the purpose intended, and can be secured

without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts.

- 3.11 Bond** – A Bid Bond will not be required for this non-construction RFP.
- 3.12 Taxes** – Bidders shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, and/or STATE RETAIL TAX in the Proposal, as these taxes do not apply to the District.
- 3.13 War Clause** – In the event that during the existence of a state of war, the United States Government takes over the plant of any manufacturer with whom the contractor has therefore contracted to furnish the articles required under his contract with the District, or any essential element thereof, and because of such action of the government, the contractor may furnish and deliver the articles required under the contract.
- 3.14 Compensation** – Bidders are cautioned that items and/or services must be furnished at the price submitted. No increase in price will be permitted during the term of the contract.
- 3.15 Grievances** - Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to Purchasing Office of the St. Louis Public Schools, 801 North 11th Street, St. Louis, MO, 63101, with a copy to Office of the General Counsel, c/o the Superintendent of Schools, 801 North 11th Street, St. Louis, MO 63101.

Section 4. BIDDER’S CONFERENCE

- 4.1** Interested persons or entities may attend the pre-submittal bidder’s conference (the “Bidder’s Conference”). Attendance is not mandatory for responding to this RFP. At the Bidder’s Conference, a representative from the District will be available to answer **questions properly submitted in writing** pursuant to the process set forth in Section 3.4 above. Meeting minutes will be taken during the question and answer portion of the Bidder’s Conference and posted on the website as an addendum to the RFP pursuant to Section 3.4.
- 4.2** Please RSVP via email Robert Horton at Robert.Horton@slps.org on or before December 18, 2018, 10:30 A.M., 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 #OP010-1819”.
- 4.3** No communication shall be made with any District employee, other than Robert Horton, regarding this RFP. Violation of this provision may result in the rejection of Proposal.

Section 5. THE PROPOSAL

- 5.1** The Scope of Services for this RFP is set forth in Attachment A.
- 5.2 Part I – Qualifications/Certifications/Resume and Operations Plan with Technical Proposal**
The following information should be provided in Part I of the Proposal. The documents should be clearly marked: “Part I – Qualifications”
- 5.2.1 Bidders should provide detailed information addressing each of the following areas:
- 5.2.1.1 Licensing and certification in the field of the requested services;
 - 5.2.1.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 12 months;
 - 5.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 12 months.
 - 5.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a 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 II – Cost/Pricing Proposal

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

- 5.3.1 Attachment B – Cost/Pricing Proposal must be used as the first page for this Part II. Cost for each building shall be calculated from the pricing list in Attachment A
- 5.3.2 Outline specifically the cost/pricing proposal for the fees and reimbursable expenses proposed. This proposal should include the method of pricing as well as the proposed fees/costs.
- 5.3.3 The Cost/Pricing proposal should be specific, and the detail of the cost/pricing should give the District a clear picture of overall costs as well as pricing criteria.

5.4 Part III –Required Documents

The following information 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 - Statement of M/WBE Participation

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

Section 6. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

6.1 Evaluation Criteria - The following criteria will be used with the weighted values below to evaluate each Proposal received. The District reserves the right to request clarification to the Proposal in order to evaluate all proposals.

	Points
Total price and effectiveness of proposal	20
Overall Proposal	30
M/WBE Participation	30
Prior working relationship with the District	10
Vendor's Experience and Demonstrated Expertise	10
Total Points	100

6.2 Bid Opening – All Proposals received on or before the Proposal Due Date and Time shall be assembled and opened publicly promptly at that time in the District Offices located at 801 North 11th Street, St. Louis, MO 63101 in a conference room to be designated. All interested parties are welcome to attend.

6.3 Evaluation – The District will assemble a review committee to assist in evaluating all Proposals (the “Evaluation Team”). From this evaluation, the District may select a Bidder solely on the basis of submittals, or may additionally identify a short list of Bidders for possible interviews. The District may contact any or all respondents to clarify submitted information.

The Evaluation Team will consist of the following individuals:

Title
Interim Building Commissioner
Maintenance Manager
Trade Lead

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

Section 7. MINORITY PARTICIPATION

7.1 It is the policy of the District to pursue the goal of at least **25% Minority Business Enterprise (MBE) and 5% Women's Business Enterprise (WBE)** utilization in the provision of goods and services to the District while at the same time maintaining the quality of goods and services provided to the District through the competitive bidding process. It is the purpose of this policy to allow minority and women's business enterprises to expand their opportunities and capacities by participating in all District operated programs. The District also has a goal of **25% 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.
- 7.1.3 **Identification and Recruitment** – A commitment to coordinate efforts with the City of St. Louis, Contract Office, in the development of potential minority contractor interest.
- 7.1.4 **Monitoring and Reporting** – A commitment to measure and report anticipated and actual MBE/WBE participation.

7.2 Discrimination In Employment By the 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.mwdbe.org/>
Phone: (314) 551-5000

St. Louis Minority Business Council

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

Section 8. RESERVATIONS / STIPULATIONS

- 8.1** The District reserves the right, at its sole discretion, to A) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; B) waive minor informalities of a submittal; C) cancel, revise, or extend this solicitation; D) request additional information deemed necessary; and E) extract, combine, and delete elements of individual proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.
- 8.2** This RFP does not obligate the District to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFP prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether related or not to the Bidder.
- 8.3** The District will give preference to firms based in the bi-state St. Louis metropolitan area when other considerations are equal.
- 8.4** Careful consideration should be given before confidential information is submitted to the District as part of this RFP Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. The Missouri Sunshine Law provides for public access to information the District possesses. Information submitted to the District that Bidders wish to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should not be disclosed.
- 8.5** Bidders acknowledge and agree, by submitting a Proposal, that:
- 8.5.1** Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by such Bidder as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way desired by the District, in its sole and unfettered discretion.
- 8.5.2** The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any

member of the team listed in the Proposal without prior written approval by the District. The District, in its sole and absolute discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of the team.

- 8.5.3 Adherence to the schedule for the work is of critical importance to the District as time is of the essence, and agrees to dedicate the personnel listed in the Proposal to completing the work in accordance with the schedule outlined in this RFP. Bidders further acknowledge that the contract for the engagement may include significant liquidated damages for failure to perform in accordance with such schedule.
- 8.5.4 To having read this RFP in its entirety and agreeing to all terms and conditions set out in this RFP. Bidders also accept the responsibility to review and understand all applicable policies of the District, which may be found on the District's website www.slps.org under "Shortcuts", "Board Policies".
- 8.5.5 The District, and any consultants retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's submission, and authorizes the release to the District and/or the District consultants of any and all information sought in such inquiry or investigation.
- 8.5.6 Under penalty of perjury, that to the best of his/her belief: A) the prices in the Proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restriction competition as to any matter relating to such prices with any other Bidder, or any other competitor; B) unless otherwise required by law, the prices in this Proposal have not been knowingly disclosed by the 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 the District to remove respondents from competition for selection at any time.
- 8.7** Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the Bidder, any employee, officer, director, or principal of the Bidder or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The District also reserves the right to decide in its sole and absolute discretion whether disqualification of the Bidder and/or cancellation of the award shall result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Bidder based on such an improper communication or relationship, and that Bidder's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of these specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of these specifications.
- 8.8** Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to, all reporting and registration requirements. Bidders further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Missouri.

Section 9. FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”)

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

ATTACHMENT A

1. SCOPE OF WORK

The Saint Louis Public School System is seeking proposals for fire sprinkler and associated backflow prevention device inspection, maintenance and repair services for all schools and facilities listed below to ensure all fire sprinklers and associated backflow devices continue to function and comply with all applicable laws and safety standards.

- 1.1 One Annual inspection to test the system for proper operation and to locate and update tags on all fire sprinklers and associated backflow devices before August 10th each year. During the same inspection, document required repairs and provide a quote to the District for approval.
- 1.2 Upon approval: Repair damaged and defective fire sprinklers and associated backflow devices previously quoted
- 1.3 Supply the District with an updated electronic inventory of all fire sprinklers and associated backflow devices per school with type, size and quantity when requested by the district.
- 1.4 As inspections are completed: send an electronic copy to the District by email and a hard copy to follow. Also send a copy to the local fire department once all inspections are complete.
- 1.5 Vender shall inspect and repair the District fire sprinkler and associated backflow systems following local, state and (NFPA) federal codes and regulations.
- 1.6 Approval for any work to be invoiced to the District must come from one of the District Operations Department Project Managers or Building Commissioner. The individual names will be giving once the contract is approved.

1.7 **Response Times:**

- 1.7.1 Only the District Operations Department can request service from the vendor. A list of authorized caller will be provided once the contract is let.
- 1.7.2 **Routine Service During Business Hours** Once a call is placed into your main office number there should be a technician on site within 24 hours from the call.
- 1.7.3 **Emergency Service During Business Hours** Once a call is placed into your dispatch office number there should be a technician on site within 2 hours from the call.
- 1.7.4 **Emergency Service Outside of Business Hours** Once a call is placed into your after on call number office there should be a technician on site within 2 hours from the call.

2. SCHEDULE

- 1.1 This Contract shall be in force from July 1, 2019. The contract shall terminate on June 30, 2020.

1.2 The District may renew the contract annually on the same terms for a period of up to three (3) years beyond the indicated termination date. The renewal option shall be exercised at least thirty (30) days prior to the contract expiration date.

3. SITE STANDARDS

1.1 All site visits will be administered in a manner that will not disturb classroom instruction.

1.2 Vendor employees will conduct themselves in a professional manner and respect all SLPS equipment and property.

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

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

4. PAYMENT

Each month, the contractor shall render an invoice for the work completed during the previous calendar month. All service call work slips shall be signed by the Lead Custodian on duty at the location. Each invoice shall state specifically the building name as listed in Attachment B, the work that was performed, man hours(s), materials; type of equipment worked on, and total cost. Monthly invoices shall be emailed to the assigned contract manager from the Operations Department. Email addresses will be provided once the contract is let.

5. 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

SCHOOL	ADDRESS	ZIP	Wet Systems	Dry Systems	Fire Pumps	Backflow preventers	Cost Per School
Adams	1311 Tower Grove	63110	5	1		1	
Administrative Office	801 N. 11th Street	63101	6	1	1	1	
Ames	2900 Hadley	63107	1			1	
Ashland	3921 North Newstead	63115	1			1	
Beaumont	3836 Natural Bridge	63107	19		1	1	
Blewett	1927 Cass Ave	63106	1			1	
Bryan Hill	2128 Gano Ave	63107	1			1	
Buder	5319 Lansdowne	63109	1			1	
Busch AAA	5910 Clifton	63109	1			1	
Carnahan	4041 S. Broadway	63118	2				
Carr Lane	1004 North Jefferson	63106	3			1	
Carver	3325 Bell Ave	63106	1			1	
Central VPA/Cleveland	3125 So. Kingshighway	63139	1				
Clay	3820 North 14th	63107	1			1	
Clyde C. Miller	1000 N. Grand	63106	5			1	
Bertha Gilkey Pamoja @ Cole	3935 Enright	63108	1			1	
Columbia	3120 St Louis	63106	2			3	
Compton-Drew ILC	5130 Oakland	63110	4			1	
Cote Brilliante	2616 Cora Ave	63113	1			1	
Des Peres	450 Des Peres	63112	1			1	
Dewey	6746 Clayton	63139	1			1	
Dunbar	1415 Garrison	63106	2			1	
Fanning	3417 Grace	63116	2			2	
Farragut	4025 Sullivan	63115	1			1	
Food Services	5020 Lexington Ave	63115	1				
Ford	1383 Clara	63112	1			1	
Froebel	3709 Nebraska	63118	4	1		1	
Gallaudet	1616 South Grand	63104	1			1	
Gateway STEM	5101 McRee	63110	12	1		2	
Gateway Complex	1200 N. Jefferson	63106	5			1	
Hamilton	5819 Westminster	63112	1			1	
Henry	1220 North 10th	63106	1			1	
Herzog	5831 Pamplin	63147	3			4	
Hickey	3111 Cora Ave	63115	2			2	
Hodgen	1616 California	63104	1			1	
Humboldt	2516 S. 9th St.	63104	2			1	
Jefferson	1301 Hogan	63106	1			1	
Kennard	5031 Potomac	63139	1			1	
Kottmeyer (4 Bldgs)	1530 S. Grand	63104	4			4	
Laclede	5821 Kennerly	63112	1			1	

Langston	5511 Wabada	63112	2				
Lexington	5030 Lexington	63115	2			1	
Long	5028 Morgan Ford	63116	3			4	
L'Ouverture	3021 Hickory	63104	1			1	
Lyons @ Blow	516 Loughborough	63111	3			2	
Madison	1118 South 7th Street	63104	1			1	
Mallinckrodt	6020 Pernod	63139	1			1	
Mann	4047 Juniata	63116	1			1	
Mason	6031 Southwest	63139	3			1	
McKinley CJA	2156 Russell Blvd.	63104	1		1	1	
Media Washington	2030 Vandeventer	63110	1			1	
Meramec	2745 Meramec	63118	1			1	
Metro	4015 McPherson	63108	2			1	
Mitchell	955 Arcadia	63112	1			1	
Monroe	3641 Missouri	63118	2			1	
Mullanphy	4221 Shaw	63110	3			3	
Nance	8959 Riverview	63147	1			1	
Northwest	5140 Riverview	63120	4			1	
Nottingham-CAJT	4915 Donovan	63109	1			1	
Oak Hill	4300 Morgan Ford	63116	2			1	
Peabody	1224 South 14th	63104	1			1	
Pruitt	1212 North 22nd Street	63106	1			1	
Roosevelt	3230 Hartford	63118	1		1	1	
Shaw	5329 Columbia Ave	63139	3			1	
Shenandoah	3412 Shenandoah Ave	63104	1			1	
Sigel	2050 Allen Ave	63104	2			3	
Soldan	918 North Union Blvd	63108	2		1	1	
Stevens	1033 Whittier	63113	1			1	
Stix	647 Tower Grove Ave.	63110	2			1	
Sumner	4248 West Cottage	63113	3	1	1	1	
Vashon	3035 Cass Ave	63106	7	1	1	1	
Walbridge	5000 Davison Ave	63120	1			2	
Warehouse	3416 Cook St	63106	1			1	
Washington	1130 North Euclid	63113	1			1	
Wilkinson @ Roe	1921 Prather	63139	1			1	
Woerner	6131 Leona	63116	1			1	
Woodward	725 Bellerive Blvd	63111	1			1	
Yeatman-Liddell	4265 Athlone	63115	1			1	
		Total	172	6	7	94	

ATTACHMENT B

COST / PRICING PROPOSAL

- The following describes our cost/pricing proposal to provide services specified in this RFP OP010-1819 for District Wide Fire Sprinkler and Associated Backflow Prevention Device Inspection, Maintenance and Repair Services.

Elements of Cost / Pricing

(See Attachment A for School and building list)

Elements of Cost / Pricing	Cost
<u>Facilities not including the Kitchens</u> _____	\$ _____
<u>Kitchens only</u> _____	\$ _____
_____	\$ _____
_____	\$ _____
Total	\$ _____

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

- Optional Proposal

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

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

- ANNUAL INCREASES IF RENEWED:

(2020 - 2021) _____ %

(2021 - 2022) _____ %

(2022 - 2023) _____ %

Signature of Authorized Official

Date

Company Name

ATTACHMENT B
(Continued)

VOLUNTARY ALTERNATE BIDS:

The District is open to alternate bids proposed by the Bidders. Therefore, the spaces below have been designated for submission of voluntary proposals.

No alternate proposals will be reviewed or considered for any school if the Bidder does not submit a proposal for the services described in the RFP for each corresponding school.

LIQUIDATED DAMAGES

N/A

MARK-UPS

N/A

CONTRACT TIME

If awarded the Contract, the Bidder agrees to start the project immediately after the date of issuance of notice to proceed July 1, 2019.

INDEMNIFICATION

The Bidder further agrees to indemnify the Board of Education, Operations Department 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,

ATTACHMENT C

AGREEMENT

[**Name of Vendor**]:

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

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

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

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

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

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

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

By: _____
(Signature)

Printed Name and Title: _____

For and on behalf of: _____
(Company Name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

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

2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

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

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

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

STATE OF MISSOURI)

) ss.

COUNTY OF _____)

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

Notary Public

My commission expires on: _____

ATTACHMENT D

BIDDER AFFIRMATION FORM

RFP TITLE: District Wide Fire Sprinkler and Associated Backflow Prevention Device Inspection, Maintenance and Repair Services.

RFP #: **OP010-1819**

NAME OF BIDDER: _____

After careful consideration of the solicitation document in its entirety, Request for Proposal for District Wide Fire Sprinkler and Associated Backflow Prevention Device Inspection, Maintenance and Repair Services, and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

The Bidder's Checklist in Attachment E of the RFP has been complied with, is completed, and is enclosed with this Proposal.

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

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

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

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

Respectfully submitted, Authorized Official: Title _____

Print Name	Signature	Date
------------	-----------	------

Address _____

() _____ () _____

Business Telephone Number Facsimile E-Mail Address

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

**ATTACHMENT E
BIDDER CHECKLIST**

RFP TITLE: District Wide Fire Sprinkler and Associated Backflow Prevention Device Inspection, Maintenance and Repair Services.

RFP #: OP010-1819

- () Submitted all information as requested.
- () Received _____ number of addendum(s).
- () Submitted one (1) original, 2 copies, and 2 electronic CDs or flash drives.
- () Signed Federal Work Authorization Program Agreement.
- () Signed and notarized Federal Work Authorization Program agreement and affidavit
- () Signed Bidder Affirmation Form (by an authorized official of the company where appropriate).
- () Signed and dated Cost / Pricing Proposal.
- () 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. _____

Signature of Authorized Official

Date

Company Name

ATTACHMENT F
NON-SUBMITTAL RESPONSE FORM

RFP TITLE: District Wide Fire Sprinkler and Associated Backflow Prevention Device Inspection, Maintenance and Repair Services.

RFP #: **OP010-1819**

NOTE TO BIDDER:

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

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

- Unable to meet the requirements for this project.
- Unable to meet the time frame established for start and/or completion of the project.
- Received too late to reply. Received on _____ .
- Please remove our company's name from receiving similar type solicitations.
- Other: _____

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

Authorized Signature **Title** **Date**

Name of Company / Consultant

Company Address

() _____ () _____
Business Telephone Number **Facsimile**

E-Mail Address

ATTACHMENT G

STATEMENT OF M/WBE PARTICIPATION FOR DISTRICT WIDE FIRE SPRINKLER AND ASSOCIATED BACKFLOW PREVENTION DEVICE INSPECTION, MAINTENANCE AND REPAIR SERVICES RFP OP010-1819

Project: _____ Prime Contractor: _____

Letting No.: _____ Bid Proposal Amount: \$ _____

PART I: (Complete if Prime Contractor is an M/WBE firm; sign below)

This bid proposal has been submitted by (check one):

- _____ A Non-Minority, Non-Women Business Enterprise
- _____ A Minority Business Enterprise
- _____ A Women Business Enterprise

This M/WBE firm is certified by (check one): _____ SLA _____ MDOT _____ IDOT _____ Metro

PART II: (Complete if Prime Contractor is not an M/WBE firm; sign below)

NOTE: All applicable columns and blanks must be filled-in with the requested M/WBE information and dollars at the time of bid; the 25% MBE & 5% WBE goal shall be met at the time bids are submitted (Suppliers = 20%, Manufacturers = 100%, M/WBE firms actually doing the work = 100% towards participation goals.)

Name of M/WBE Subcontractors, Suppliers Or Joint Venture Partners	Certified by*		Type of Work	Total Dollars	Dollars Applicable
	<u>MBE</u>	<u>WBE</u>			<u>To Goal</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total: _____

*Insert SLA, MDOT, IDOT, Metro

MBE Participation: _____ %
WBE Participation: _____ %
Total M/WBE Participation: _____ %

This undersigned is an M/WBE firm or will enter a formal agreement with M/WBE contractors for work listed in this schedule conditioned upon execution of a Contract with the Board of Education, City of St. Louis. **If the Statement of M/WBE PARTICIPATION DOES NOT APPLY to the Contractor/Company, the Contract/Company must sign and indicate non- applicable.**

Contractor's Signature: _____

Title: _____ Date: _____