



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

RFP TITLE: Central VPA Football Locker Room Renovation

RFP# OP010-2223

DATE OF ISSUANCE:	November 14, 2022
BIDDER’S CONFERENCE:	December 1, 2022 at 12:00 P.M.
BIDDER’S CONFERENCE LOCATION:	Via Zoom Meeting ID: 947 1436 7626 Passcode: b4GUYs
FINAL QUESTIONS DUE:	December 15, 2022, 4:00 P.M.
BID DUE DATE:	January 5, 2023, 12:00 P.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 5, 2023, 12:00 P.M. Via Zoom Meeting ID: 954 8045 8044 Passcode: NkR7p2

Number of copies required: (5) 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 provide Central VPA Football Locker Room Renovation.

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 **12:00 P.M.** on **January 5, 2023**. A **bidder’s conference** will be held on **December 1, 2022 at 12:00 P.M. via Zoom** at which time submitted questions will be answered. Copies of this RFP may be obtained from the District’s website at www.SLPS.org under “Site Shortcuts”, “Business with SLPS”, “RFP Current 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 **Central VPA Football Locker Room Renovation** 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.

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 renewal options. The initial contract dates will be for the FY22/23 School Year.
- 2.1.3 Bidders shall fill in Attachment B: Cost Pricing Sheet.

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)
- 3.1.2.6. No Boycott Israel Certification Form
- 3.1.2.7. System For Award Management (SAM) Report
- 3.1.2.8. W-9 and Vendor Registration Document

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 Central VPA Football Locker Room Renovation 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, five (5) copies and two (2) electronic Flash Drives.

The upper left hand corner of the envelope shall be plainly marked as RFP# **OP010-2223** 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.
- 4.5.1 **Bond –** A Bid Bond or Certified Check made payable to the school district, in the amount of **5% of the Base Bid shall accompany the Bid Package on January 5, 2023 at 12:00 PM** as a guarantee that the bidder, if awarded the Contract, will furnish a 100% Performance and Payment Bond; execute the Contract; and proceed with the work. Upon failure to do so, he shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the deposit or Bid Bond. The bonds must be written by a Corporate Surety Company that is acceptable to the District and that meets the following minimum standards:
- a. Licensed pursuant to the Missouri Insurance Code
 - b. Listed on the United States Department of the Treasury’s Listing of Approved Sureties (Dept Circular 570) in the amount of \$5,000,000.
 - c. The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.
 - d. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact.
 - e. All bonds must be written by an insurance company that is rated in the P.M. Best key Rating Guide – Property & Casualty with a policy holder’s rating of “A-“or better and a Financial size category of Class VII or larger.
- 4.6 **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.
- 4.7 **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.
- 4.8 **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.

- 4.9 **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.**
- 4.10 **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 contract Term.
- 4.11 **System for Award Management (SAM) Report** – SAM provides detailed, public descriptions of federal assistance listings available to State and local governments (including the District of Columbia); federally recognized Indian tribal governments, Territories (and possessions) of the United States; domestic public, quasi- public, and private profit and nonprofit organizations and institutions; specialized groups, and individuals. Bidders shall submit a current SAM Report with proposal. To register visit: www.sam.gov.

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 pre-submittal bidder's conference scheduled for December 1, 2022 at 12:00 P.M. at 801 N. 11th Street, Saint Louis, Missouri 63101 via Zoom. Email Ketra.Montgomery@slps.org to receive the Zoom Meeting ID and Password for the Bidder's Conference. 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	30
8.1.2 Vendor's experience and demonstrated expertise	30
8.1.3 Overall effectiveness of proposal	20
8.1.4 Prior working relationship with the district	10
8.1.5 M/WBE Participation	10
Total Points Possible	100

- 8.2 **Bid Opening** – All bids received on or before **January 5, 2023, 12:00 P.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
Facilities Manager
Director of Facilities
Deputy Superintendent, Operations
Procurement Representative

- 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

November 14, 2022	Release RFP to the marketplace
December 1, 2022	Bidder's Conference at 12:00 P.M. (Via Zoom)
December 15, 2022	Final Questions Due at 4:00 P.M.
January 5, 2023	Bids due in Procurement Department at 12:00 P.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 Drinking Fountain Installation 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# OP010-2223". 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.

ATTACHMENT A:

SCOPE OF WORK:

The purpose of this RFP is to solicit proposals from qualified firms interested in contracting with the Board of Education to renovate the Central VPA's football locker room field house.

LOCATION: Central VPA, 3125 S. Kingshighway Blvd, St Louis MO, 63139

PART 1 - PROJECT INTRODUCTION

SPECIFICATIONS:

Prior to submitting their proposals, bidders shall carefully examine the Request for Proposal (RFP) and any and all Addenda and fully inform themselves of the existing conditions at the individual project sites. Bidders shall make their proposals as necessary to carry out and complete the work based upon the existing conditions and in strict accordance with the specifications and other requirements contained in the RFP.

Each bidder, by submitting a proposal, represents that its authorized agent has fully and carefully examined this RFP and all other contract documents, and has visited the site(s) of the work and that the bidder is fully informed prior to the submission of its proposal as to all existing conditions and limitations under which the work is to be performed and that the proposed sum(s) is sufficient to cover the cost of all items necessary to perform the work as set forth in the RFP. **No allowance or change order whatsoever will be made to any bidder because of lack of such examination or knowledge.**

Pursuant to the desire of the Board of Education to provide the best possible learning environment for the District's students, alternate proposals are encouraged and will be reviewed for consideration. However, in no event should this willingness to consider alternate proposals be construed to absolve the Bidder from ignoring the design criteria and technical specifications described herein. ANY PROPOSAL THAT DOES NOT FULLY ADDRESS ALL OF THE REQUIREMENTS DESCRIBED IN THE RFP WILL BE DISCARDED AND NO ALTERNATE PROPOSAL WILL BE REVIEWED OR CONSIDERED.

PREVAILING WAGE LAW:

All bidders submitting a proposal for this project must comply with the Department of Labor and Industrial Relations of the State of Missouri, pursuant to Section 290.210 to 340 V.A.M.S., which states that prevailing rates of wages shall be paid to all workers (as defined by Annual Wage Order #29 or the most current Annual Wage Order and associated Incremental Wage Increases). In all required bonds, the Contractor shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by contract.

Contractor and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, showing compliance to the above Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment. 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 two (2) year following the issuance of final payment for the subject work. St. Louis Public Schools seeks to ensure that the highest quality workmanship will be performed on the project and requires the Contractor to use a qualified Project Superintendent at all times that work is being performed on the job site.

GUARANTEE/WARRANTY:

The Contractor guarantees all work performed under this contract against defects in materials and workmanship for a period of one (1) years starting after the final acceptance of the completed work by the Owner. Under no circumstances, shall this statement limit any special warranties, extended warranties, or guarantees provided by the Contractor, manufacturers, suppliers or others on installations, equipment, materials or supplies. The Contractor agrees that it will at its expense, and without extra cost to the Board of Education, remove, repair or replace all defective materials, equipment, apparatus and work, and pay for all damages resulting from such defects to the satisfaction of the Owner.

SUBMISSION OF POST BID INFORMATION:

The Owner will notify the selected Bidder if either it has a reasonable and substantial objection to any person or organization proposed subcontractors and suppliers list. The Bidder may then withdraw his bid without forfeiture of Bid Security, or submit an acceptable substitution along with any increase in his bid price to cover the difference in cost caused by the submission. The Owner, at its sole discretion, may then either accept the increased bid price or disqualify the Bidder.

PERMITS AND FEES:

Contractor shall comply in all respects with any and all applicable federal, state, and local codes, laws, regulations, and ordinances. Any fees required for permits or inspections shall be paid for by the contractor at no additional cost to the Owner.

SUBMISSION OF POST BID INFORMATION:

The Owner will notify the selected Bidder if either it has a reasonable and substantial objection to any person or organization proposed subcontractors and suppliers list. The Bidder may then withdraw his bid without forfeiture of Bid Security, or submit an acceptable substitution along with any increase in his bid price to cover the difference in cost caused by the submission. The Owner, at its sole discretion, may then either accept the increased bid price or disqualify the Bidder.

PART 2 - SUMMARY OF WORK

Supply all equipment, materials, and labor to renovate the Central VPA's football locker room field house.

- A. Contractor shall comply in all respects with any and all applicable federal, state, and local codes, laws, regulations, and ordinances. Any fees required for permits or inspections shall be paid for by the contractor at no additional cost to the Owner.
- B. All interior and exterior doors need to be replaced: Replace door frames as needed.
- C. Replace the concession stand's overhead door.
 - a. The opening for the overhead door needs to be enlarged. (ADA Compliant)
- D. Paint all interior walls, ceilings, and floors.
- E. Replace all lockers.
- F. Replace all sinks and fixtures. (ADA Compliant). Replace piping as needed.
- G. Replace all restroom partitions. (ADA Compliant).
- H. Upgrade all light fixtures to LED.

- I. Replace all shower fixtures and make functional. Replace piping as needed.
- J. Install bi-level bottle filler drinking fountain in each locker room. (ADA Compliant)
- K. Remove ice tub need in the girls locker room
- L. Replace hot water heater and storage tank in boiler room to include all associated electrical, piping and/or pumps.
- M. Ops check HVAC unit in boiler room; Unit never ran. If the boiler can't run, advise the District of any recommendations for repair.
- N. Inspect ductwork to ensure the proper airflow.
- O. Replace all electrical outlet and light switch covers and air vent covers as needed.
- P. Replace all associated piping, values, and devices as needed.
- Q. Install water drain points so the building could properly drain in the winter to keep building from freezing.
- R. Repair the concrete sidewalk on the northside of the building.
- S. Paint the exterior of the building.

Special Conditions:

- 1. Contractors must wear a mask when working in our buildings during the COVID-19 pandemic.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. Contractor shall submit pre-construction photos to the Saint Louis Public School District Project Manager prior to any demolition or construction work. The photos should show existing conditions of adjoining construction that might be misconstrued as damage caused by current construction operation.
- 6. 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.

7. Contractor must abide by the Saint Louis Public School District's discrimination policy for the duration of this project.
8. **WORK TO BE COMPLETED ON 1ST SHIFT WHEN SCHOOLS ARE CLOSED AND 2ND SHIFT WHEN SCHOOLS ARE IN SESSION.**
9. During winter and summer breaks.
10. During construction, each contractor must direct all correspondence to the Project Manager for distribution to the school district.
11. Each Contractor is responsible for reviewing the Project Schedule for timing of delivery of equipment and materials to the jobsites. This includes accounting for material escalation costs associated with material to be installed as well as potential labor rate increases.
12. Consumption of alcohol on this site will not be permitted. The Project Manager reserves the right to remove anyone from this site for consumption of alcohol.
13. No smoking or tobacco products will be allowed on school property. The Project Manager reserves the right to remove anyone from this site for smoking on school property. Reference Attachment K for district policy.
14. Firearms are not permitted on the school district's property.
15. Each Contractor shall submit to the Saint Louis Public School District Operation Management Team each month a requisition for payment on a pre-approved schedule of values. This requisition shall be incorporated into an AIA document G702 and G703 form and is due on the 25th of each month. The pay request shall also include a certified payroll for all workers onsite. The certified payroll must include the worker name, address, sex and race. Also, partial/final lien waivers must be submitted as required.
16. 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.

Specific Requirements:

1. 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.
2. This contractor shall include in its bid all costs for material, labor, and material necessary to provide all layouts and field verification for this work.
3. This contractor shall include in its bid all costs for cleanup, dumpsters and/or containers, haul off, and proper disposal of debris created by this scope of work. All areas should be kept clean on a daily basis. If required, this contractor is responsible for any permits required with the city to provide dumpsters on surrounding streets or school property.
4. In other areas of the buildings, tradesmen are expected to conduct their craft in accordance with applicable standards to include, but not necessarily limited to, The Occupational Safety and Health Administration (29 CFR 1926.62), The United States Environmental Protection Agency Renovation, Repair and Painting (RRP) Rule, and the Missouri Department of Natural Resources. SLPS will not consider change orders for compliance with these rules. If contractors encounter a potential jobsite hazard, they immediately will stop work and notify SLPS or the Saint Louis Public School District Operation Management Team as appropriate.

END OF SPECIFICATION

ATTACHMENT B
COST / PRICING PROPOSAL

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

Subject: Saint Louis Public Schools
RFP Title – Central VPA Football Locker Room Renovation
RFP OP010-2223

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 (if necessary) in order to fully execute this project. **The cost of this service shall be included in the Design-Builder proposal.**

Proposed Engineer:

Company Name: _____ Discipline: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

1. The Undersigned Bidder offers and agrees, if this Proposal is accepted, to enter into an Agreement with the Saint Louis Public School District in the form included in the Contract Documents and to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this proposal and in accordance with the Contract Documents.

2. BIDDER has examined and is familiar with the Instructions to Bidders, all of the other Bidding Documents, and all of the Contract Documents; Bidder has examined the actual site and the location where the Work is to be performed; Bidder is familiar with the legal requirements (federal, state, and local laws, ordinances, rules, and regulations); Bidder has made independent investigations as they deem necessary; and the Bidder is satisfied that all conditions affecting cost, progress, and performance as outlined in the Scope of Work of 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 as specified in Attachment B.
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, and its Project Managers 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 contract.
10. Bidder and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, showing compliance to the Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment.
11. Bidder agrees that accurate records pertaining to wages paid to 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.

ACKNOWLEDGEMENT

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

A. ADDENDA

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

Addendum No: _____ Date: _____

Addendum No: _____ Date: _____

Addendum No: _____ Date: _____

Addendum No: _____ Date: _____

B. BASE BID PROPOSAL

The following describes our cost/pricing proposal to provide services specified in this RFP for Central VPA Football Locker Room Renovation OP010-2223.

Dollars and (in words)

Total Base Bid Design-build Cost	\$ _____ (_____)
Alternate 1 Cost for “Second Shift” work	\$ _____ (_____)
Alternate 2	\$ _____ (_____)
Alternate 3	\$ _____ (_____)
Alternate 4	\$ _____ (_____)
Alternate 5	\$ _____ (_____)
Alternate 6	\$ _____ (_____)
Total Alternates	\$ _____ (_____)

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

2. Optional Proposal

Elements of Cost / Pricing

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

Signature of Authorized Official

Date

Company Name

C. PERFORMANCE BOND

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

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

D. VALUE ENGINEERING (Recommendations to save time or Money)

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

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

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

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

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

Craft/Work Classification: _____ Rate: \$ _____ /HR

Craft/Work Classification: _____ Rate: \$ _____ /HR

Craft/Work Classification: _____ Rate: \$ _____ /HR

Craft/Work Classification: _____ Rate: \$ _____ /HR

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

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

F. STATEMENT OF MBE/WBE PARTICIPATION

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

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

Name, Address, & Telephone _____

WBE/MBE _____

Work Covered _____

Dollar Amount of MBE/WBE Firm Participation _____

(List any additional on additional sheets as necessary)

OPPORTUNITY for ADDITIONAL MBE/WBE Participation

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

\$ _____ DOLLARS

(\$ _____) Add/Deduct

\$ _____ DOLLARS

(\$ _____) Add/Deduct

\$ _____ DOLLARS

(\$ _____) Add/Deduct

(List any additional on additional sheets as necessary)

G. LISTING OF MAJOR SUBCONTRACTORS & VENDORS

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

NAME OF SUBCONTRACTOR
BE PERFORMED VENDOR
OR EQUIPMENT

WORK TO
MATERIAL
SUPPLIED

H. SCHEDULE

The contractor acknowledges that all work must be substantially completed 90 days after award of the contract:

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

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

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

4. Average crew size by Trade: ____/Day

5. Average MBE/WBE field workforce: ____/Day

PROPOSED EQUIPMENT:

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

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

Respectfully submitted,

Legal Name of Firm: _____

Address of Business: _____

Telephone Number: _____

Federal Employee No: _____

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

YES _____ NO _____

Signature: _____

Title: _____

DATE SIGNED: _____

We operate as :(check accordingly)

Individual Owner: _____

Partnership: _____

Corporation: Joint/Venture: _____

Limited Liability Corporation: _____

Other: _____

Located in the state of: _____

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



ATTACHMENT C
CONTRACTORS GOOD FAITH EFFORT REPORT

PROJECT: _____ SUBCONTRACTOR: _____
BID PACKAGE NO.: _____ BID PROPOSAL AMOUNT: _____

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

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

_____ A MINORITY BUSINESS ENTERPRISE
_____ A WOMAN BUSINESS ENTERPRISE

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

_____ Saint Louis Lambert Airport Authority _____ Saint Louis Minority Business Council
_____ Missouri Department of Transportation _____ Illinois Department of Transportation
_____ BiState Transit Authority dba METRO _____ Saint Louis Development Corporation

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

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

TOTAL: _____

MBE Participation: _____ %

WBE Participation: _____ %

Total MBE/WBE Participation _____ %

Anticipated M/WBE Workforce (Labor in Field): _____ %

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

CONTRACTOR: _____

BY: _____ DATE: _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

BY: _____ DATE: _____

ATTACHMENT D

E-Verify AGREEMENT

[Name of Vendor]:

- a) Agrees to have an authorized person execute the “Federal Work Authorization Program Affidavit” attached hereto and deliver the same to The Board Of Education of the City of St. Louis (d/b/a St. Louis Public School 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)

COUNTY OF _____) ss.
_____)

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 E

BIDDER AFFIRMATION FORM

RFP TITLE: Central VPA Football Locker Room Renovation

RFP #: OP010-2223

NAME OF BIDDER: _____

After careful consideration of the solicitation document in its entirety, Request for Proposal for RFP# OP010-2223 Central VPA Football Locker Room Renovation, 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: Central VPA Football Locker Room Renovation
RFP #: OP010-2223

- () Submitted all information as requested.
- () Received _____ number of addendum(s).
- () Submitted (5) marked “Copies”, (1) marked “Original”, and (2) electronic 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. _____
- () Bid Bond attached (if applicable).
- () M/WBE Utilization 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.
- () Submitted Completed W-9 Form & Vendor Registration Application.

Signature of Authorized Official

Date

Company Name

ATTACHMENT G
NON-SUBMITTAL RESPONSE FORM

RFP TITLE: Central VPA Football Locker Room Renovation
RFP #: OP010-2223

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 H

Non-Discrimination in Employment by Board of Education Contractors and Subcontractors

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

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

UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

- 25% of Contracts to Minority Owned Businesses
- 5% of Contracts to Female Owned Businesses
- 25% of Field Employment to Minorities and/or Females

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

I. DETERMINATION OF M/WBE PARTICIPATION

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

SLDC	- St. Louis Development Corporation
MoDOT	- Missouri Highway Department of Transportation
IDOT	- Illinois Department of Transportation
Metro	- Bi-State Development Agency

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

- B. ***The portion of the total dollar value of a contract awarded to a joint Venture shall be equal to the percentage of the ownership of the M/WBE in the joint venture is counted toward the goal. However, this percentage will only apply for non-subcontracted work.***

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

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

II. BIDDING PROCEDURE

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

- B. All Bidders shall submit the “Statement of M/WBE Participation” form included in this document as part of the Bid Proposal. Failure to complete this form in its entirety will be cause for rejection of the bid. This form cannot be changed after the bid opening without approval from the Board of Education. Any firm being considered for removal from the list must submit written confirmation to the Saint Louis Public Schools Procurement Department requesting such removal.

III. EVALUATION PROCEDURES

A. After the bid opening, the low bidder and the second bidder shall re-evaluate and confirm M/WBE firms to be used on the project. A confirmed “Statement of M/WBE Participation” signed by an officer of the company shall be submitted to the Saint Louis Public Schools Procurement Department, before 10 A.M. on the second (2nd), working day after the bid opening. This statement, if accepted by the Board of Education, will become part of the contract documents.

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

1. Comparison with M/WBE participation in other bid proposals.

2. Evaluation, including review of pertinent documents, of a bidder’s good faith effort of solicitation and follow-up to obtain M/WBE bids.

3. When the MBE and WBE participation goals cannot be met the bidder shall document and submit justification as to why the goal(s) could not be met and demonstrate the good faith efforts taken to meet the MBE and WBE participation goals, including but not limited to the following recommended efforts:

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

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

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

a. The names, addresses, telephone numbers of the MBE’s and WBE’s who were contacted, the dates of initial contact and whether solicitations of interest were followed up by contacting the MBE’s and WBE’s to determine with certainty whether the MBE or WBE is interested. Personal or phone contacts are expected; and

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

- c. A statement of why additional agreements with other MBE/WBE's were not reached;
- d. Documentation of each MBE/WBE contacted but rejected and the reason for the rejection.
- iv. Examples made to assist the MBE/WBE's that need assistance in obtaining bonding, insurance of lines of credit required by the contractor.
- v. Documentation that qualified MBE/WBE's are not available or are not interested.
- vi. Examples of actions not acceptable for failure to meet the MBE/WBE goals are:
 - a. MBE/WBE unable to provide performance and/or payment bond.
 - b. Union versus non-union status.
 - c. Contactor would normally perform all or most of the work of the contract, or restricts solicitation only to those general groups of items which may be listed in proposal under such heading as "Items Subcontractable to MBE/WBE Firms."
 - d. Solicitation by mail only.
- vii. The demonstration of good faith efforts must, in the end, prove the contractor had actively and aggressively sought out MBE/WBE's to participate in the project. All the information provided must be accurate in every detail.

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

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

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

Documentation of initial good faith efforts is to be submitted before 10:00A.M. on the second (2nd) working day after the bid opening to the Board of Education utilizing the *Contractor's Good Faith Effort Statement, and Contractor's Good Faith Effort Report*.

IV. CONTRACTOR VERIFICATION OF M/WBE PARTICIPATION

- A. The Contractor will be required to submit the "Monthly M/WBE Report" describing amounts paid to M/WBE firms with each payment application.
- B. Prior to the release of the final one percent (1%) of contract retainage, the Contractor shall furnish a final Monthly M/WBE Report with supporting final lien waivers from all M/WBE firms used on the project. It is understood and agreed that in the event the total M/WBE participation on the project is less than that identified in the approved "Statement of M/WBE participation" provided by the Contractor prior to commencement of the project, the Board of Education will suffer a loss which will be difficult or impossible to determine. As a result, a liquidated damage amount equal to the difference between the dollar amount of the proposed and approved M/WBE participation, and the actual dollar amount of

M/WBE participation, will be paid by the Contractor. Such amount shall be deduction from the final retainage owed to the Contractor, and will not exceed an amount equal to one percent (1%) of the original contract amount. No such deduction will be made when the proposed and approved M/WBE participation is not met for reasons beyond the control of the Contractor. Such determination is in the sole discretion of the Board of Education. The amount set forth above is agreed upon as liquidated damages, and not as a penalty.

- C. Compliance with the forty percent (25%) field employment goal will be monitored by the Saint Louis Public Schools Project Manager.

V. REPLACEMENT OF M/WBE FIRMS

- A. The Contactor shall make good faith efforts to replace an M/WBE subcontractor, who is unable to perform satisfactorily, with another M/WBE subcontractor. Replacement firms must be approved by the Board of Education.

COUNTING M/WBE PARTICIPATION

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

- A. If a firm is not currently certified as an M/WBE at the time of the execution of the contract, the firm's participation towards any M/WBE goal will not be counted.
- B. The dollar value of work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.
- C. When an M/WBE participates in a contract, the value of the work actually performed will be counted as follows:
 - 1. The entire amount of that portion of a construction contract that is performed by the M/WBE's own forces. This includes the cost of supplies and materials obtained by the M/WBE for the work of the contract, including supplies purchased or equipment leased by the M/WBE (except supplies, and equipment the M/WBE subcontractor purchases or leases from the prime contractor or its affiliates).
 - 2. The entire amount of fees or commissions charged by an M/WBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the work, toward M/WBE goals, provided that SLPS determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 3. When an M/WBE subcontracts part of the work of its contract to another firm, the value of the subcontractor work may be counted toward M/WBE goals only if the M/WBE's subcontractor is itself an M/WBE firm. Work that an M/WBE subcontracts to a non-M/WBE firm will not count toward M/WBE goals.
- D. When an M/WBE performs as a participant in a joint venture, SLPS will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the M/WBE performs with its own forces toward M/WBE goals.
- E. SLPS will count expenditures of an M/WBE contractor toward M/WBE goals only if the M/WBE is performing a commercially useful function on that contract:
 - 1. An M/WBE performs a commercially useful function when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the M/WBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. To determine whether an M/WBE is performing a commercially useful function, SLPS will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the M/WBE credit claimed for its performance of the work, and other relevant factors.
 - 2. An M/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of M/WBE participation. In determining whether an M/WBE is such an extra

participant, SLPS will examine similar transactions, particularly those in which M/WBEs do not participate.

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

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

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

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

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

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

A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease and not on an ad hoc or contract-by-contract basis.

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

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

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

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

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

Finding an M/DBE Partner

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

Association of General Contractors of St. Louis

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

City of St. Louis

The city maintains a database of certified firms. That database may be accessed at www.mwdbe.org

Central Contractor Registration

The Federal government maintains a database of minority firms desiring to do business with the government. That list can be accessed at http://dsbs.sba.gov/dsbs/dsp_dsbs.cfm.

IDOT

The Illinois Department of Transportation maintains a database of certified firms. That database is located at <http://www.dot.state.il.us/sbe/dbeprogram.html>.

MoDot

The Missouri Department of Transportation maintains a database of certified firms. The database is located at http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm.

Mo-Kan CCAC

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

St. Louis Business Diversity Initiative

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

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

St. Louis Minority Business Council

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

State of Missouri

The State of Missouri maintains a database of minority and women owned businesses. That database can be accessed at <http://www.oa.mo.gov/oeo/cp.html>.

ATTACHMENT I

Prevailing Wage Requirements and Wage Order

PREVAILING WAGE LAW:

All bidders submitting a proposal for this project must comply with the Department of Labor and Industrial Relations of the State of Missouri, pursuant to Section 290.210 to 340 V.A.M.S., which states that prevailing rates of wages shall be paid to all workers (as defined by Annual Wage Order #29 and associated Incremental Wage Increases).

In all required bonds, the Contractor shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by contract.

Contractor and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, showing compliance to the above Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment.

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.

The contractor 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.

The contractor 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.

The contractor 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.

During periods of excessive employment (any month immediate 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.

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.

St. Louis Public Schools seeks to ensure that the highest quality workmanship will be performed on the project and requires the Contractor to use a qualified Project Superintendent at all times that work is being performed on the job site.

ATTACHMENT J
NO ISRAEL BOYCOTT CERTIFICATION FORM

RFP TITLE: Central VPA Football Locker Room Renovation
RFP OP010-2223

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.

Section 1. 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:_____

ATTACHMENT J
SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

To register or retrieve your SAM Report, visit <https://sam.gov/content/home>.

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**ATTACHMENT K
W-9 AND VENDOR REGISTRATION**

To access the W-9 AND SLPS online VENDOR REGISTRATION: visit the link, <https://www.slps.org/Page/1131> to complete the forms.

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