



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

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**RFP TITLE: Yeatman Boiler Replacements**

**RFP# OP020-1920**

<b>DATE OF ISSUANCE:</b>	<b>January 10, 2020</b>
<b>BIDDER'S CONFERENCE:</b>	<b>January 16, 2020 at 10:00 A.M.</b>
<b>BIDDER'S CONFERENCE LOCATION:</b>	<b>Yeatman Elementary 4265 Athlone Ave, Saint Louis, MO 63112</b>
<b>FINAL QUESTIONS DUE:</b>	<b>January 22, 2020, 4:00 P.M.</b>
<b>BID DUE DATE:</b>	<b>January 30, 2020, 10:00 A.M.</b>
<b>SUBMIT TO:</b>	<b>Purchasing Office, St. Louis Public Schools Second Floor – Cashier's Window 801 North 11th Street St. Louis, Missouri 63101</b>

**Number of copies required: (3) 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

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### **INTRODUCTION:**

The Board Of Education of the City of St. Louis (d/b/a St. Louis Public School System) (the “District”) wishes to contract with a firm to provide:

- A. Design Builder Scope of Work is responsible for:
  - a. Yeatman Boiler Replacements.

### **NOTICE TO BIDDERS:**

Copies of this RFP # OP020-1920 **Yeatman Boiler Replacements** may be obtained from the District’s website at [www.slps.org](http://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 into the contract to be entered 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. Not Used**

### **Section 3. INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION**

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**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, three (3) copies and two (2) electronic CDs or flash drives.** The upper left hand corner of the package (envelope or box) shall be plainly marked as **RFP # OP020-1920, Yeatman Boiler Replacements.**

- 3.1** The proposal, 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 11<sup>th</sup> 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 30, 2020, 10:00 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 Ketra Montgomery at [Ketra.montgomery@slps.org](mailto:Ketra.montgomery@slps.org). The subject of the e-mail shall be "QUESTION - RFP# OP020-1920". 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](http://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](http://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 Board Of Education prior to an award being final. Awards will be made to the lowest responsible bidder complying with the terms of these specifications, except

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 Board Of Education; and B) the agreement has been documented in accordance with Missouri Revised Statutes Section 432.070. After approval by the Board Of Education, 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](http://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 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 30, 2020 at 10:00 A.M.,** as a guarantee that the bidder, if awarded the Contract, will furnish a 100% Performance and Payment Bond; execute the Contract; and proceed with the work. Upon failure to do so, he shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no

mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the deposit or Bid Bond. The bonds must be written by a Corporate Surety Company that is acceptable to the District and that meets the following minimum standards:

- a. Licensed pursuant to the Missouri Insurance Code
- b. Listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$5,000,000.
- c. The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.
- d. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact.
- e. All bonds must be written by an insurance company that is rated in the A.M. Best key Rating Guide – Property & Casualty with a policy holder's rating of "A-" or better and a Financial size category of Class VII or larger.

**3.12 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 Purchasing Card ("P Card") – NOT APPLICABLE:** ~~The St. Louis Public School District is now processing vendor payments through a Purchasing Card ("P Card") Program with MasterCard. The "P Card" Program is a more simplified, efficient and cost effective method of remitting payments for approved expenditures. This payment program provides a faster payment to the vendor without the cost of check processing.~~

**3.15 Compensation** – Bidders are cautioned that items and/or services must be furnished at the price submitted. No increase in price will be permitted during the term of the contract.

**3.16 Grievances** - Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to Purchasing Office of the St. Louis Public Schools, 801 North 11<sup>th</sup> Street, St. Louis, MO, 63101, with a copy to Office of the General Counsel, c/o the Superintendent of Schools, 801 North 11<sup>th</sup> Street, St. Louis, MO 63101.

#### **Section 4. BIDDER’S CONFERENCE**

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- 4.1** Interested persons or entities can 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 Ketra Montgomery at [Ketra.montgomery@slps.org](mailto:Ketra.montgomery@slps.org) on or before **January 15, 2020**, 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 # OP020-1920”.
- 4.3** No communication shall be made with any District employee, other than Ketra Montgomery, regarding this RFP. Violation of this provision may result in the rejection of Proposal.

#### **Section 5. THE PROPOSAL**

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- 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 of Part II of the proposal.

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 – Non Discrimination Employment Forms

5.4.6 Statement of M/WBE Participation

5.4.7 Good Faith Efforts Report

5.4.8 Good Faith Efforts Statement

5.4.9 Bid Bond

5.4.10 List of Materials & Equipment Form

5.4.11 Construction Schedule generated on either Microsoft Project, Microsoft Visio Technical or Primavera Software

5.4.12 Complete listing of all proposed Sub-Contractors and suppliers

5.4.13 Listing of proposed Project Team Members and Qualifications (particularly the Design Engineer(s) and Project Manager(s) that will be assigned to the project(s).

5.4.14 Technical Proposal; including:

a. Detailed description of scope of work

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

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- 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.

	<b>Points</b>
Total price (see Section 5.3)	20
Overall effectiveness of Proposal	30
M/WBE Participation	30
Prior working relationship with the District	10
Vendor's Experience and Demonstrated Expertise	10
<b>Total Points Possible</b>	<b>100</b>

- 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 11<sup>th</sup> 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:

<b>Title</b>
Interim Building Commissioner
Maintenance Manager
HVAC/R Manager

- 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

(See Attachment G for further information and District forms)

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

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

**7.1.3 Identification and Recruitment** – A commitment to coordinate efforts with the City of St. Louis, Contract Office, in the development of potential minority contractor interest.

**7.1.4 Monitoring and Reporting** – A commitment to measure and report anticipated and actual MBE/WBE participation. (Monthly M/WBE Manpower Utilization Report, see attachment G)

## **7.2 Discrimination In Employment By the Board Of Education**

**7.2.1** During the performance of the contract, the SELECTED BIDDER agrees as follows:

**7.2.1.1** The SELECTED BIDDER will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The SELECTED BIDDER will take affirmative action to ensure that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

7.2.1.2 The SELECTED BIDDER will, in all solicitations or advertisements for employees placed by or on behalf of the SELECTED BIDDER; state that all qualified applications will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

7.2.1.3 The SELECTED BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising that labor unions or workers representative of the 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: 1  
(314) 231-5555

7.3.2 See Attachment G for further information and District forms.

## **Section 8. RESERVATIONS / STIPULATIONS**

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- 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](http://www.slps.org) under "Shortcuts", "Board Policies".
- 8.5.5 The District, and any consultants retained by the District, has the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's submission, and authorize the release to the District and/or the District consultants of any and all information sought in such inquiry or investigation.
- 8.5.6 Under penalty of perjury, that to the best of his/her belief: A) the prices in the Proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restriction competition as to any matter relating to such prices with any other Bidder, or any other competitor; B) unless otherwise required by law, the prices in this Proposal have not been knowingly disclosed by the 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”)**

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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:**

### **Construction Scope of Work for the Replacements of the Boilers at Yeatman**

The District is seeking to replace (3) Boilers at Yeatman. The selected company will provide a design-build approach for replacing the Boilers.

#### **PART 1 - GENERAL**

##### **SUMMARY**

Yeatman utilizes (3) Fulton boilers which provides hot water to the Unit ventilators, Heat Recovery Units, and Air Handler Units throughout the school. The replacement boilers shall be designed to meet current building operation parameters.

##### **SUBMITTALS**

Product Data: Include performance data, operating characteristics, furnished specialties, and accessories.

1. Shop Drawings/ As Built: For the boilers, and accessories.
2. Include plans, elevations, sections, details, and attachments to other work.
3. Provide copy of complete start-up form with boilers.
4. Provide all necessary service tools (includes software and hardware components) for maintenance of equipment.
5. Wiring Diagrams: Power, signal, and control wiring.

Source quality-control test reports: Indicate and interpret test results for compliance with performance requirements before shipping.

Field quality-control test reports: Indicate and interpret test results for compliance with performance requirements.

##### **CLOSEOUT SUBMITTALS**

Operation and Maintenance Data for the boilers to include (but not limited to): operation and maintenance manuals, programmed parameters, operating parameters.

##### **QUALITY ASSURANCE**

Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

ASME Compliance: Fabricate and label boilers to comply with ASHRAE/IESNA 90.1 Compliance: boilers shall have minimum efficiency according to "Package refrigeration and gas Furnace - Minimum Efficiency Requirements."

AHRI Compliance: the boilers shall be AHRI listed and must meet the minimum efficiency specified under AHRI 340/360 (IP)-2015 and defined by Department of Energy in 10 CFR Part 431.

CSA Compliant: The boilers shall be compliant with CSA certification.

## **WARRANTY**

Standard Warranty: The boilers shall include manufacturer's standard or extended form in which manufacturer agrees to repair or replace components of the boilers that fail in materials or workmanship.

Warranty Period for the boilers shall be no less than five (1) year from the date of initial start-up and shall include all parts and labor.

## **PART 2 - PRODUCTS**

### **MANUFACTURERERS**

1. Fulton, Aerco, Lochinvar

## **CONSTRUCTION**

Replace the existing boilers.

Verify GPM requirement for sizing the boilers to match with existing pumps and warranty specifications.

Provide engineered drawings and obtain mechanical permits from the City of St. Louis.

Provide all other permits (city & state) and documentation or tags required for project.

Modify, if necessary, existing piping, wiring and/or controls to be able to safely access, operate and perform routine & annual maintenance of the boilers. Provide all necessary service tools (includes software and hardware components) for maintenance of equipment.

Furnish and install the boilers to comply with all codes and manufacturers' warranty specifications.

Provide material and labor associated with insulating all new piping

Install new Elastomeric isolators.

Drain system completely and dispose of water and glycol mixture per EPA guidelines.

Boilers to be installed on existing pad.

.

## CONTROLS

### 1.1

#### Basis of Design

##### Building Automation System (BAS)

The Building Automation System (BAS) shall be an open protocol DDC control system consisting of distributed Bacnet control components networked together to form a complete integrated system. The controller network(s) will be connected to a Tridium Niagara-based web-based control module providing local and remote operator graphical interface via a common web browser. Where indicated in the project documents, the equipment manufacturer shall provide a factory mounted open protocol controller (Bacnet or LON) to operate that piece of equipment. The TCC shall provide the necessary field wiring to integrate that module into the BAS, as well as space sensor wiring as required. The

Temperature Control Contractor (TCC) shall provide, installation, software and technical services to integrate those factory components into the overall BAS to form a single seamless building automation system. The TCC shall provide turnkey controls for all non-manufacturer controlled equipment as needed to meet the sequence of operations and points lists.

All control modules provided for the BAS shall be listed by BTL (Bacnet Testing Laboratories) certified. No proprietary control components shall be used. The BAS shall include a web-based central module that can be accessed, programmed, and modified from a standard web-browser. Systems requiring software to be installed on the workstation for remote or local access shall not be allowed. With proper security credentials the operator shall be able to change schedules, create and modify trends, create and modify programming, create and modify alarms, and perform any normal operator functions directly from the web-browser. The system shall be capable of generating email alarms. The BAS Operator Interface shall include system web graphics that include: building floorplans with animated links, area details with space sensor values, individual equipment animated graphics, links to sequence of operations by equipment, and summary sheets. The system shall be configured to produce history trends for each hardware point and each set point at 15 minute intervals for 500 data points. This default setup shall be adjustable by the operator directly from the web access.

##### Manufacturers:

The BAS hardware shall be manufactured by a controls manufacturer that meets the following:

- Has been a national manufacturer in the primary business of producing temperature control components for no less than 10 years
- Utilizes the Tridium Niagara network as the primary engineering, integration, and graphical interface platform
- Has a full line of Bacnet Testing Laboratory (BTL) listed control devices
- Manufactures a full line of field devices (valves, damper actuators, sensors, relays, etc.) to insure single source product sourcing and support

- Temperature Control/BAS TRIDIUM Contractor:

The TC/BAS TRIDIUM contractor shall be a dedicated temperature control contractor, and shall be able to produce documentation proving professional capability as described herein:

- Shall have a minimum of EIGHT (8) Tridium certified applications engineers on full time staff at the time of bid to insure full support capabilities. All technicians MUST be based locally in the St. Louis Regional area
- Shall have a project portfolio that includes (10) completed Tridium installations of similar size and complexity to this project, and a total number of completed Tridium installations of not less than One Hundred (100).

Installation:

The system installation shall comply with all local and national codes as well as manufacturer's published standards. Conduit shall be used in all concealed areas, as well as in all mechanical and electrical rooms. Plenum cable, properly secured and code compliant, may be used in accessible concealed areas (such as above false ceilings). Thermostat locations shall be approved by the general contractor and the owner's representative.

Warranty:

The TCC shall warrant the entire installation for a period of 1 year from the time of project completion. This includes replacement or repair of defective devices, as well as modification of system parameters and seasonal adjustments as needed to insure proper system operation.

BAS System Narrative:

The BAS shall comply with the previously listed provisions and shall monitor and control the scheduled HVAC equipment as a complete system to perform the control sequences listed below and provide the owner with the adjustability as described herein.

The BAS shall integrate to the factory-provided controls and shall include all necessary BACNet controllers as required to control all terminal boxes and other equipment.

Remote Access and Support

During the warranty period, the contractor will provide full remote access capability independently from the owner, for use by the contracting team and the owner. To safeguard the security of the owner's IT network, the owner will not provide the contractor connection via their internal IT system; all hardware, software, and data services will be provided by, and paid for, by the TCC.

At the conclusion of the warranty, the owner will be provided the option of continuing the contractor provided remote connectivity, or connecting the system to the owner's internal Ethernet network with assistance from the owner's IT department. The owner will provide the contractor with a static IP address (and related IT configuration information), and an Ethernet network drop to the primary web controller. The TCC shall configure the system to be accessible via a browser (without additional software) by the owner from any pc the owner chooses within the IT system.

## Owner Interface via Standard Web Browser

Only a standard browser will be required for the owner to access the system; systems requiring special software to be installed on the owner's IT system or pc's and laptops are not acceptable. From the browser interface, the owner shall be able to:

- Monitor system operations
- Override equipment commands
- Modify schedules and calendars
- Configure and view data trends
- View and acknowledge system alarms

The browser interface shall be graphical in nature, and shall include floorplans, equipment details, and 'outlook-style' scheduling screens.

The system shall allow for generation of alarms to the owner's and service entities' personnel via email.

The system shall be accessible graphically from a standard mobile device.

The system shall utilize HTML5 based graphics and NOT rely on plug-ins such as JAVA for graphics display via browser.

## **ELECTRICAL POWER**

### **Controllers, Electrical Devices, and Wiring:**

Single-Point Field Power Connection: Factory-installed and factory-wired switches, motor controllers, transformers, and other electrical devices necessary shall provide a single-point field power connection to the boilers.

Electrical Characteristics:

Voltage will be verified by contractor

## **DEMOLITION**

Disconnect water lines, electrical service, wiring and controls from boilers.

Remove and dispose boilers with associated equipment and piping from site.

Reinstall any piping, wiring that is damaged during the removal and disposal of the existing boilers.

## **CONNECTIONS**

Make all pipe connections, electrical connections and conduit connections.

Connect the new boilers to existing piping. Modify piping per OEM recommendations.

Insulate new piping

## **FIELD QUALITY CONTROL**

Contractor to ensure proper operation, i.e. cycling parameters, control parameters, and provide results to SLPS designee.

Verify all safety inspections have been completed, documented and submitted to HVAC staff.

Work with SLPS Maintenance and HVAC Managers to perform pressure test, start-up and commission control points to verify operation.

Provide schedule of proposed timeline to include the following

1. Dates of demolition, install, commissioning, and start-up
2. Times of demolition, install commissioning, and start-up
3. Assigned days contractors will be on-site along with names and supervisory information

Provide onsite training of the manufacturer's recommended start-up and shut-down procedures.

Prepare test reports for submission to SLPS Maintenance Manager and HVAC Managers by request.

Also prepare progress reports to designated project manager by request concerning events on the site;

1. List of contractors on the site
2. Approximate count of personnel at the site (noting minority and women, city residents)
3. Significant work completed or in progress
4. Accidents or unusual events
5. Meetings and significant decisions
6. Stoppages, delays, shortages, losses
7. Change orders received, implemented
8. Equipment or system tests and start-ups
9. Partial completions, occupancies
10. Substantial completions authorized

Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, for warranty compliance and to assist in testing.

Contractor will make the necessary corrections to ensure proper operation of the boilers.

### **Special Conditions:**

1. Contractor is fully responsible for making sure that the building is safe and secure when not on site.
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. **ALL WORK WILL GENERALLY NOT BE SCHEDULED DURING SCHOOL HOURS TO PREVENT INTERRUPTION OF CLASSROOM INSTRUCTION.**
9. During construction, each contractor must direct all correspondence to the Project Manager for distribution to the school district.
10. 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.
11. 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.
12. 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.
13. Firearms are not permitted on the school district's property.
14. 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.

15. 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.
5. Contractor shall have a current written safety program in compliance with 29 CFR 1926.62.
6. The contractor is responsible to demonstrate compliance with the RRP Rule.
7. Any materials that the Contractor identifies as capable of salvage and/or recycling will require written approval from the Project Manager/Designee
8. Contractor to provide hygiene facilities in accordance with 29 CFR 1926.62



## **DEMONSTRATION**

Engage a factory representative or a factory-authorized service representative for boilers startups. Start-up sheets shall be completed and a copy shall be sent to SLPS and the Manufacturer.

Factory representative or a factory-authorized representative shall provide Owners training to instruct maintenance personnel to adjust, operate, and maintain the boilers. .

## **PROJECT PRICING**

The company will request that Contractors provide open book and itemized billing for the boilers Replacements. The billing will be broken down by materials cost & labor, design, testing and etc.

END OF SPECIFICATION

**ATTACHMENT B**

**COST / PRICING PROPOSAL**

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Purchasing 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 – Yeatman Boiler Replacements**  
                      **RFP OP020-1920**

**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 it's 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 by 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 Yeatman Boiler Replacements OP020-1920.

Dollars and (in words)

<b>Total Base Bid Design-build Cost</b>	\$ _____ (_____)
<b>Alternate 1 (Cost if completed on 2<sup>nd</sup> Shift)</b>	\$ _____ (_____)
<b>Alternate 2</b>	\$ _____ (_____)
Alternate 3	\$ _____ (_____)
Alternate 4	\$ _____ (_____)
Alternate 5	\$ _____ (_____)
Alternate 6	\$ _____ (_____)
<b>Total Alternates</b>	\$ _____ (_____)

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

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### 2. Optional Proposal

Elements of Cost / Pricing	Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Total</b>	\$ _____

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**Signature of Authorized Official**

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**Date**

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**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 \_\_\_\_\_

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(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 PERFORMED VENDOR OR EQUIPMENT	WORK TO BE MATERIAL SUPPLIED
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

## **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:**

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

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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)



## 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: \_\_\_\_\_

[illegible]

BY: \_\_\_\_\_

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## 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) (Date)

Printed Name and Title:

For and on behalf of: \_\_\_\_\_  
(Company Name)

## 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 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)

) 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: Yeatman Boiler Replacements**

**RFP #: OP020-1920**

NAME OF BIDDER: \_\_\_\_\_

After careful consideration of the solicitation document in its entirety, Request for Proposal for RFP# OP020-1920, Yeatman Boiler Replacement, 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: Yeatman Boiler Replacements**

**RFP #: OP020-1920**

- ( ) Submitted all information as requested.
- ( ) Received \_\_\_\_\_ number of addendum(s).
- ( ) Submitted (3) marked “Copies”, (1) marked “Original”, 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. \_\_\_\_\_
- ( ) Bid Bond attached
- ( ) MBE/WBE Check-off Sheet

---

**Signature of Authorized Official**

---

**Date**

---

**Company Name**

**ATTACHMENT F**  
**NON-SUBMITTAL RESPONSE FORM**

---

**RFP TITLE: Yeatman Boiler Replacements**  
**RFP #: OP020-1920**

**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**

### **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 Purchasing 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 Purchasing 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 Purchasing Department, before 10:00 A.M. on the second (2<sup>nd</sup>), 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; and

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

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

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

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

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

b. Union versus non-union status.

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

d. Solicitation by mail only.

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

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

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



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

Documentation of initial good faith efforts is to be submitted before 10:00A.M. on the second (2<sup>nd</sup>) 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 Contractor shall make good faith efforts to replace an M/WBE subcontractor, who is unable to perform satisfactorily, with another M/WBE subcontractor. Replacement firms must be approved by 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  
BiState Transit Authority dba Metro.

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

## **Finding an M/DBE Partner**

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

### **Association of General Contractors of St. Louis**

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

### **City of St. Louis**

The city maintains a database of certified firms. That database may be accessed at [www.mwdbe.org](http://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](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](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](http://www.stlbizdiversity.com/mbe_directory.asp).

### **St. Louis Minority Business Council**

308 N. 21<sup>st</sup> 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>.

**St. Louis Board of Education**  
**Monthly M/WBE Manpower Utilization Report** \_\_\_\_\_

**Contractor Name**

**Submitted for Month/Year of**

**Subcontractor Name**

**Letting No.**

**School**

**Contract Amt.**

**% Complete**

Job Categories	Trade Codes	Total Employees		Black		Hispanic		Other		Apprentice		On- the-job-training		Total Manhours	
		M	F	M	F	M	F	M	F	M	F	M	F	Total	Minority
Acoustical Tilers	1														
Brick Masons	2														
Carpenters	3														
Cement Mason	4														
Ceramic Tile Setters	5														
Custodians	6														
Electricians	7														
Equip. Operators	8														
Fencing Guardrails	9														
Foreman	10														
Glaziers	11														
Insulators	12														
Iron Workers	13														
Laborers	14														
Landscaping	15														
Lather (Metal/Wood)	16														
Mechanics	17														
Metal Deck Roofers	18														
Movers	19														
Painters	20														
Pipefitters	21														
Plasterers	22														
Plumbers	23														
Project Manager	24														
Roofers	25														
Safety Officers	26														
Sandblast/Waterproof	27														
Sheet Metal	28														
Sprinkler Fitter	29														
Superintendent	30														
Tapers	31														
Temperature Control	32														
Test & Balance Tech.	33														
Truck Driver	34														
Well Drilling	35														
Total															

**Reported by** \_\_\_\_\_

**Title** \_\_\_\_\_

## STATEMENT OF M/WBE PARTICIPATION

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 To Goal
	MBE	WBE			
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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: \_\_\_\_\_



**ST. LOUIS PUBLIC SCHOOLS  
MONTHLY M/WBE REPORT**

Prime Contractor: \_\_\_\_\_ Project: \_\_\_\_\_

Street Address: \_\_\_\_\_ Letting Number: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Pay Application Date: \_\_\_\_\_

List all minority and women business enterprises which will be utilized on the project either as subcontractor(s) or supplier(s): **(\*Note: only 20% of total "supplier" amount is applicable towards M/WBE goal.)**

**Prime Contractor:** Original Contract Amount \_\_\_\_\_ Current Contract Amount \_\_\_\_\_

**MBE Participation**

MBE Subcontractor/ Suppliers	Current Contract Amount	*Dollar Amount Applicable to Goal	Total Paid to Date	Amount Requested This Application
<b>Totals:</b>				
<b>Total MBE Participation:</b>		%	%	%

*Note: For percentage- divide totals by Prime Contractors Original Contract Amount.*

**WBE Participation**

WBE Subcontractors/ Suppliers	Current Contract Amount	*Dollar Amount Applicable to Goal	Total Paid to Date	Amount Request This Application
<b>Totals:</b>				
<b>Total MBE Participation:</b>		%	%	%
<b>Total M/WBE Participation:</b>		%	%	%

*Note: For percentage- divide totals by Prime Contractors Original Contract Amount.*

Report Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

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

PROJECT NAME: \_\_\_\_\_ LETTING NUMBER: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

In addition to the minority or women-owned business enterprises that are listed and proposed for utilization on this contract, the following minority or women-owned business enterprises were also contacted regarding this contract. However, prime contractor is unable to utilize these firms for the reasons listed below:

<b>Firm Name Address, Phone # Contact Person</b>	<b>Bid item(s) of work to be performed and/or material supplied</b>	<b>Bid Amounts</b>	<b>Date and Method of Solicitation</b>	<b>Comments: Reasons Rejected</b>

Prime Contractor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Project: \_\_\_\_\_



## **ATTACHMENT H**

### **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 #26 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.

