



THE BOARD OF EDUCATION OF THE CITY OF ST. LOUIS

RFP TITLE: Construction Management Services

RFP#: OP26-2223

DATE OF ISSUANCE:	March 20, 2023
QUESTIONS AND ANSWERS	Due prior to Bid Submission
BID DUE DATE:	March 31, 2023, at 12:00 P.M
SUBMIT TO:	Procurement Department St. Louis Public Schools Second Floor – Cashier’s Window 801 North 11th Street St. Louis, Missouri 63101
PUBLIC READING:	March 31, 2023, at 1:00 P.M. Via Microsoft Teams Meeting ID: 283 533 848 947 Passcode: AWwXbu

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

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Section 1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED PROPOSALS

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 interested and qualified firm(s): seeking proposals from qualified companies who can provide a comprehensive and full range of services for various projects as part of a \$160 million bond issue. Services of the construction management firm will range from pre-design development phase through post construction project(s) close out for district-wide use as per specifications stated in this solicitation document.

To provide Construction Management Services in accordance with the terms and conditions as outlined in the RFP. The initial contract period will be fiscal year July 1, 2023 through June 30, 2026 (or at the conclusion of the bond issue) at the discretion of the District and subject to the same provisions, terms, conditions, and specifications as originally awarded.

NOTICE TO BIDDERS:

Copies of this RFP#: OP26-2223 for Construction Management Services, (this “RFP”) may be obtained from the District’s website at www.SLPS.org under “Site Shortcuts”, “Business with SLPS”, “RFP Current Bid Opportunities”, or from the Procurement Department, St. Louis Public Schools, 801 North 11th Street, St. Louis, MO 63101.

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

Section 2. TENTATIVE RFP TIMELINE

Date of Issuance	March 20, 2023
Questions and Answers	Due prior to Bid Submission
Bid Due Date:	March 31, 2023, 1:00 P.M

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

Section 3. INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION

- 3.1 **Form of Submissions.** Each person or entity submitting a response to this RFP (each “Bidder”) should prepare and submit their proposal in response to this RFP (“Proposal”) in a sealed envelope or box. to: The Proposal should include two (2) marked “Copies” / One (1) copy marked “Original”, and two (2) electronic flash drives. The upper left-hand corner of the package (envelope or box) shall be plainly marked as RFP #: Construction Management Services along with the firm name and the package shall be addressed.

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

- 3.2 **Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before the due date. Each Proposal will be dated 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 via e-mail and directed to Sealedbids@slps.org. The subject of the e-mail shall be “QUESTION AND ANSWERS - RFP #: OP026-2223, Construction Management Services”. Failure to provide the correct RFP number in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed in Section 2 above shall not be considered or answered. Questions properly submitted **in writing** prior to the due date will be addressed via email and as an addendum and posted to the SLPS website.

- 3.5 Addenda** - The District may revise this RFP by issuing written addenda. Addenda will be posted to the District's website at www.SLPS.org under "Site Shortcuts", "Business with SLPS", "Procurement Department", "RFP Current Bid Opportunities". 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 of the City of St. Louis** prior to an award being final. Awards will be made to the lowest responsible bidder complying with the terms of these specifications, except that the right is reserved by the District to make such selection, as in its judgment, is best suited for the purpose intended. Notwithstanding anything contained herein to the contrary, a contract shall not exist between the District and the selected Bidder until: A) such agreement has been duly authorized and approved by the Board of Education of the City of St. Louis; and B) the agreement has been documented in accordance with Missouri Revised Statutes Section 432.070. After approval by the Board of Education of the City of St. Louis, 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 Procurement, 801 North 11th Street, St. Louis, MO 63101 or may be found on the District's website at www.SLPS.org under "Site Shortcuts", "Business with SLPS", "Procurement Department", "What contract template should I use?" See Attachment G for the contract template to be used with the successful vendor. 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. The quality and fitness of articles will be considered in making purchases or letting contracts.
- 3.11 Bond (Not Applicable – Do Not Submit)** – A Bid Bond or Certified Check made payable to the school district, in the amount of 5% of the Base Bid shall accompany the following Bid Packages as a guarantee that the bidder, if awarded the Contract, will furnish a 100% Performance and Payment Bond; execute the Contract; and proceed with the work. Upon failure to do so, he shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the deposit or Bid Bond. The bonds must be written by a Corporate Surety Company that is acceptable to 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 Prevailing Wage (if applicable)** - Bidder and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, 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
- 3.13 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.

- 3.14 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 thereto fore 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.
- 3.15 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 11th Street, St. Louis, MO, 63101, with a copy to Office of the General Counsel, c/o the Superintendent of Schools, 801 North 11th Street, St. Louis, MO 63101.
- 3.17 No Boycott Israel** - As required by SCS/SB 739, Bidder certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the contract Term.
- 3.18 System for Award Management (SAM) Report** – SAM provides detailed, public descriptions of federal assistance listings available to State and local governments (including the District of Columbia); federally recognized Indian tribal governments, Territories (and possessions) of the United States; domestic public, quasi- public, and private profit and nonprofit organizations and institutions; specialized groups, and individuals. Bidders shall submit a current SAM Report with proposal. To register visit: www.sam.gov.

Section 4. QUESTIONS/BIDDER’S CONFERENCE

- 4.1** All questions are due prior to bid submission. Please submit to sealedbids@slps.org . The subject of the e-mail shall be “QUESTIONS AND ANSWERS with RFP number and Title. If a Bidders Conference will be conducted information will be noted on the cover page.
- 4.2** No communication shall be made with any District employee, other than Sealedbids@slps.org, regarding this RFP. Violation of this provision may result in the rejection of Proposal.

Section 5. THE PROPOSAL

5.1 The Scope of Services for this RFP is set forth in Attachment A.

5.2 Part I – Proposal Content

The following information should be provided in Part I of the Proposal. The documents should be clearly marked: “Part I – RFP Number and Title of Proposal”. Feel free to provide any additional information you would like the District to consider.

5.2.1 General Information

Provide a company profile including principal areas of expertise and experience providing Construction Manager Services to Publicly Funded entities in the State of Missouri. Include an organizational chart depicting the management of the firm’s organization and its relationship to any other business entity. Proposals must include the following information:

- a. Date, state and type of business organization (close, general, or S corporation; LLC or PLLC; sole proprietorship).
- b. Federal and state tax ID numbers.
- c. Names of Owners, Principals and/or Officers.
- d. The name, title, e-mail address, mailing address, fax and telephone number of the officer authorized to represent the consultant in any correspondence, negotiations and sign any contract that may result.
- e. The project manager’s name, title, e-mail address, mailing address, fax and telephone number.

5.2.2 Project Understanding & Approach

Describe your understanding of the project and approach to delivering Construction Manager Services. It is important to demonstrate the ability to advocate for the District while maintaining professional relationships with the architect and contractors during the project. Most importantly, you must demonstrate the ability to help the District make important decisions during the project by collecting and interpreting technical information from the architect and contractor. Proposals must include the following information:

- f. Describe how you will organize and perform tasks in each phase of the project.
- g. Describe how you will manage the project budget, schedule and scope.
- h. Describe how you will ensure quality control.

5.2.3 Staffing Proposal

Provide a staffing proposal including a narrative description, organization chart of the proposed team and résumés of key personnel. The firm must demonstrate the ability to provide support for the Project Team in each phase of the project. Proposals must include the following information:

- A. Identify the key personnel responsible for leading and staffing each phase of the project. Include their percent involvement during each phase of the assignment.

- B. Key personnel's resumes including name, title, education, experience, references, professional affiliations, certifications, licenses and registrations. Clearly define projects managed by those individuals in the role of a Construction Manager (not Architect, Engineer, Contractor or any other role on the project other than an Construction Manager). Clearly define projects managed by those individuals that are similar to our project type in scope of work and purpose. Only include resumes for individuals that will be actively engaged on the project.
- C. Identify any external sub-consultants and describe their roles and responsibilities with the Project Team.
- D. Describe the firm's contingency plan to respond with appropriate back-up staff in the case of death, disability, illness or separation.

5.2.4 Similar Project Experience & References

- A. Provide a list of related K-12 Project Experience.
- B. Describe the firm's current and recent experience representing Publicly Funded Owners as an Owner Representative or Construction Manager AGENT (not Architect, Engineer, Contractor or any other role on the project other than an District Representative). Furthermore, only include data on those projects that included the involvement of at least one key person from your staffing proposal (included herein).
- C. Include three (3) references from Publicly Funded Agencies in the State of Missouri where Preconstruction Services were provided and work packages were individually bid to prime contractors.
- D. Project Data should include:
 - a. Client name
 - b. Brief descriptions of project
 - c. Date completed
 - d. Constructed value
 - e. Name of the proposed staff that was involved (and their role)
 - f. An owner reference including name, title, phone number and e-mail address.

5.2.5 Fee Proposal

The basis of compensation shall be based upon the following:

- a. The management of projects (infrastructure, renovations, etc.) as indicated in Attachment A.
- b. Architectural firms being used on the different projects.
- c. Each project being bid independently and with different Contractors.
- d. Each project is being staffed independently for the duration of the bond issue.
- e. Full-time supervision is expected during the construction of each project.
- f. Total construction value is approximately \$135,000,000.
- g. Any request for additional compensation beyond what is listed will not be considered by the District.

- 5.2.5.1.1 State your preferred preconstruction phase fee for all overhead, profit, and home office staffing and support costs (include any reimbursable costs for reimbursable items) as a percentage (%) of the projected construction cost
- 5.2.5.1.2 State your preferred Construction Phase Fee for all overhead, profit, and home

- office staffing and support costs (include any reimbursable costs for reimbursable items) as a percentage (%) of the projected construction cost
- 5.2.5.1.3 Provide a cost for all required construction phase field staff and other required on-site construction phase General Conditions as required to staff and complete each project. Attach separate sheet detailing items included in lump sum amount, including, but not limited to, Management Services, Management Supervision, Site Services, and General Conditions.

5.2.6 Local and State of Missouri Familiarity

- a. Provide information regarding your local experience and understanding of the Missouri State Statutes that apply to Design, Construction and Procurement.

5.2.7 Equity and Inclusion

- b. St. Louis Public Schools is committed to and encourages MBE, WBE and/or DBE participation on all projects. The Construction Management firms should indicate within their proposal the extent and effort made to advance this philosophy and commitment.

5.3 Part III –Required Documents

The following information must be provided in Part III of the Proposal.

The Proposal should be clearly marked: “Part III – Required Documents”

- 5.3.1 Attachment C - Federal Work Authorization Program Addendum and Affidavit

- 5.3.2 Attachment D - Bidder Affirmation Form

- 5.3.3 Attachment E - Bidder Checklist

- 5.3.4 Attachment F –Non-Submittal Form – ONLY IF DECLINING TO SUBMIT PROPOSAL**

- 5.3.5 Attachment G - Contract Template - Each Vendor is required to include, as part of the documents submitted with its Proposal, the actual contract the Vendor is proposing to enter into with SLPS that sets forth, in detail, the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in the Vendor’s Proposal. Attached to this RFP is the SLPS contract form (See Attachment G) that must be used by each Vendor. Each Vendor must mark-up the SLPS contract form to include the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in its proposal. The Vendor must submit in Microsoft Word documents, both clean and marked copies of its proposed revised SLPS contract form. The marked copy must show all changes the Vendor proposes to make to the SLPS contract form. All information included in a Proposal may be incorporated, at the SLPS’s sole option, into the contract to be entered into between SLPS and the successful Vendor.

- 5.3.6 Attachment H - W-9 & Vendor Registration Application

5.3.7 Attachment I – No Boycott Israel Certification Form

5.3.8 Attachment J - SAM Report – See Section 3.18

Section 6. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

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

Evaluation Criteria	Points
Cost Effectiveness of Proposal(includes Financial Stability)	20
Firm’s Qualifications, Demonstrated Experience & References	20
Firm’s Key Personnel and Staffing	20
Firm’s Understanding of Projects and Approach	15
Firm’s DBE/MBE/WBE Participation	10
Firm’s Local Involvement	10
Firm’s General Information	5
Total Points Possible	100

- 6.2 Bid Opening** – All Proposals received on or before the due date and time, shall be assembled and opened publicly promptly at the time stated on cover page virtually.

- 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:

Deputy Superintendent, Operations
Facilities Representative
Procurement Representative
Internal Auditor

- 6.4 Interviews** – Firms may receive a scheduling request for an interview that may be conducted as scheduled by the District. The District retains sole discretion to determine which Firms if any, will be interviewed and the number of interviews, if any, to be conducted. Interviews, if conducted, will not be scored; however, the Evaluation Team may reconvene and re-evaluate any interviewed Firms and adjust the ranking of the Proposals as warranted. There is no guarantee on an interview for any one Firm or Firms.

- 6.5 Contracting** – Upon selection of a Bidder, the District will negotiate a scope of services

and other terms and conditions of an agreement with the selected Bidder. If such negotiations are not successful, the District reserves the right to begin negotiations with other respondents.

Section 7. MINORITY PARTICIPATION

7.1 It is the policy of the District to pursue the goal of at least 25% Minority Business Enterprise (MBE) and 5% Women's Business Enterprise (WBE) utilization in the provision of goods and services to the District while at the same time maintaining the quality of goods and services provided to the District through the competitive bidding process. It is the purpose of this policy to allow minority and women's business enterprises to expand their opportunities and capacities by participating in all District operated programs. The District has developed a plan for participation in projects by minority business. This plan includes the following elements:

- 7.1.1 Outreach** – A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures, and availability of plans.
- 7.1.2 Good Faith Effort** – A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply.
- 7.1.3 Identification and Recruitment** – A commitment to coordinate efforts with the City of St. Louis, Contract Office, in the development of potential minority contractor interest.
- 7.1.4 Monitoring and Reporting** – A commitment to measure and report anticipated and actual MBE/WBE participation.

7.2 Discrimination In Employment By the Special Administrative Board

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

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

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

7.2.1.3 The SELECTED BIDDER will send to each labor union or representative of

workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising that labor unions or workers representative of the Bidder's commitment under contracts with the District.

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

7.2.1.5 The SELECTED BIDDER's non-compliance with the non-discrimination clauses of this contract, the contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

7.3 Minority and Women Owned Business Enterprise Policies

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

Missouri Division of Purchasing and Material Management

Online: For MBE's: <http://www.oa.mo.gov/>

For WBE's: <http://www.oa.mo.gov/>

Phone: (573) 715-8130

City of St. Louis: Disadvantaged Business Enterprise Program

Online: <http://www.mwdbe.org/>

Phone: (314) 426-8111

Section 8. RESERVATIONS / STIPULATIONS

8.1 The District reserves the right, at its sole discretion, to A) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; B) waive minor informalities of a submittal; C) cancel, revise, or extend this solicitation; D) request additional information deemed necessary; and E) extract, combine, and delete elements of individual proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.

8.2 This RFP does not obligate the District to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation

thereof, or for procuring or contracting for the services to be furnished under this RFP prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether related or not to the Bidder.

- 8.3** The District will give preference to firms based in the bi-state St. Louis metropolitan area when other considerations are equal.
- 8.4** Careful consideration should be given before confidential information is submitted to the District as part of this RFP Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. The Missouri Sunshine Law provides for public access to information the District possesses. Information submitted to the District that Bidders wish to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to accept it from disclosure, including a written statement of the reasons why the information should not be disclosed.
- 8.5** Bidders acknowledge and agree, by submitting a Proposal, that:
 - 8.5.1** Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by such Bidder as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way desired by the District, in its sole and unfettered discretion.
 - 8.5.2** The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any member of the team listed in the Proposal without prior written approval by the District. The District, in its sole and absolute discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of the team.
 - 8.5.3** Adherence to the schedule for the work is of critical importance to the District as time is of the essence, and agrees to dedicate the personnel listed in the Proposal to completing the work in accordance with the schedule outlined in this RFP. Bidders further acknowledge that the contract for the engagement may include significant liquidated damages for failure to perform in accordance with such schedule.
 - 8.5.4** To having read this RFP in its entirety and agreeing to all terms and conditions set out in this RFP. Bidders also accept the responsibility to review and understand all applicable policies of the District, which may be found on the District's website www.slps.org under "Site Shortcuts", "Board of Education", "Board Policies".

- 8.5.5 The District, and any consultants retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's submission, and authorizes the release to the District and/or the District consultants of any and all information sought in such inquiry or investigation.
- 8.5.6 Under penalty of perjury, that to the best of his/her belief: A) the prices in the Proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restriction competition as to any matter relating to such prices with any other Bidder, or any other competitor; B) unless otherwise required by law, the prices in this Proposal have not been knowingly disclosed by the Bidder, and will not be knowingly disclosed by the Bidder, prior to opening, directly or indirectly, to any other Bidder or competitor; and C) no attempt has been made or will be made by the Bidder to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal in response to this RFP for the purpose of restriction competition.
- 8.5.7 It is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to St. Louis, Missouri.
- 8.5.8 No fictitious name of any entity or person has been used in this Proposal, and no unidentified third-party will have an interest in any resulting contract or in the performance of any work under this Proposal.
- 8.5.9 It does not do business as or operate under any fictitious name.
- 8.5.10 It has only presented one Proposal in response to this RFP.
- 8.5.11 The Proposal is made in good faith.
- 8.5.12 It, its 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, its 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, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the U.S. General Service

Administration Office of Acquisition Policy.

- 8.6** Any misrepresentations or false statements contained in a response to this RFP or to any request for additional information related to this RFP, whether intentional or unintentional, shall be sufficient grounds for the District to remove respondents from competition for selection at any time.
- 8.7** Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the Bidder, any employee, officer, director, or principal of the Bidder or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The District also reserves the right to decide in its sole and absolute discretion whether disqualification of the Bidder and/or cancellation of the award shall result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Bidder based on such an improper communication or relationship, and that Bidder's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of these specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of these specifications.
- 8.8** Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to, all reporting and registration requirements. Bidders further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Missouri.

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

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

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 A

RFP #: OP026-2223 Construction Management Services

Scope of Services

PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit bids from various organizations, conduct a fair and extensive evaluation based on criteria listed here, and select the candidate who best represents the needs of the District.

St. Louis Public Schools (SLPS) intends to select a firm for Construction Management (CM) Services. The District is requesting proposals from short listed firms from the Qualification (based on prior RFQ for Construction Management Services) to provide a comprehensive and full range of services as CM during the planning, design, upgrades/renovations and construction phases of improvements to St. Louis Public Schools facilities.

GENERAL DESCRIPTION

The services to be provided by the construction management firm under this contract will serve as the District's principal point of contact and liaison between the architect, performance contractor, contractors, and other consultants and vendors throughout the project. The CM shall advocate for the District's interests of quality, timely and cost sensitive design and construction while maintaining professional relationships with all parties. The CM will be responsible for overseeing the delivery of the project at the best and lowest price in the marketplace and highest degree of functionality and quality. However, the CM will not replace the architect, Contractors and other consultants.

The projects associated with this RFP consists of infrastructure improvements, renovations/upgrades and other capital projects at each facility throughout the District. The following project descriptions provide a general overview of the work intended.

General Areas of Infrastructure Improvements

1. Multiple MEP/FP Projects (boiler, RTU, AHU replacements, circuit panel upgrades, fire alarm systems, etc....)
2. Building envelope repair and replacement (windows, doors, masonry, roofing, gutters and downspouts, EIFS and overhangs, site work (paved surfaces, drainage, MSD BMP)
3. Recreational Spaces (athletic fields and playgrounds)
4. Site work (sidewalks curbs, paved parking surfaces, drainage, MSD BMPs)
5. Safety and Security (Security upgrades, ladders and rooftop safety)
6. Accessibility (interior and exterior accessibility upgrades)

“Examples of specific proposed project work”

1. High School athletic locker room / multi use athletic complex renovation and upgrades
2. Visual Performing Arts Schools Auditorium safety, rigging, lighting and sound upgrades
3. Elementary school boiler replacement
4. Elementary school partial roof replacement
5. Middle School EIFS, gutter and downspout replacement

“Examples of proposed District wide project work”

6. District wide masonry tuck pointing and window assembly replacement (historic and modern)
7. District wide interior door assembly security upgrades (including signage)
8. District wide safety and security upgrades to access, control and monitoring and communication
9. District wide restroom upgrades

Other Construction Management services include (but not limited to):

1. Phase 1: Pre-Referendum Services

1.1 Construction Manager shall advise the District with regards to the constructability, schedule, site logistics, operational impact planning, and total program budgeting of the proposed project(s).

1.2 Construction Manager shall work with the District's financial representatives to help prepare budget forecasts and other related data required to support the issuance of the referendum.

1.3 Construction Manager shall participate in pre-referendum community engagement activities (up to five (5) separate engagements should be anticipated).

2. Phase 2: Consultant Procurement Services

2.1 Construction Manager shall review information relevant to the Project, including predesign studies, preliminary site plans, current building program/utilization, District research, project concepts, proposed building program, environmental investigation and remediation reports, building systems analysis reports, applicable city/state regulations including health code, and Americans with Disabilities Act compliance.

2.2 Construction Manager shall become familiar with, and provide services that are consistent with applicable Laws and the requirements of easements, licenses, and other pertinent agreements to the extent the foregoing are made known to Construction Manager that are otherwise not the responsibility of other entities such as the architect/engineer, civil engineer, environmental consultant, etc..

2.3. Construction Manager may meet with the District and its risk management/insurance consultants to discuss and make recommendations regarding the development and implementation of an effective risk management program for the Project.

2.4. Construction Manager shall make recommendations to the District in the compliance with the District's standard contracting protocol, including any women or minority enterprise program applicable to the Project, and similar applicable federal requirements, if any.

2.5. Construction Manager shall make recommendations to the District in selecting, retaining and coordinating the professional services of all design consultants, surveyors, special consultants and testing laboratories required for the Project.

2.6. Construction Manager shall consult with and make recommendations to the District on strategies for the procurement of all required professional services.

2.7. Construction Manager shall assist with the development of Request for Qualifications, Request for Information, Request for Proposals, etc. and administer consultant selection processes.

2.8. Construction Manager shall make recommendations to the District's Legal Counsel in the application of applicable Local and State procurement protocols.

2.9. Construction Manager shall make recommendations with the negotiation of professional service contracts.

2.10. Construction Manager shall consult with and make recommendations to the District on the separate bid package for each project.

3. Phase 3: General Services

3.1. Construction Manager, in general, shall have primary management responsibility for the Project(s) and shall coordinate all Project matters.

3.2. Construction Manager shall maintain an organized filing system for Project documents and records. At Project completion (or anytime requested by District), Construction Manager will deliver the document(s) and record(s) to the District.

3.3. Construction Manager shall schedule, attend, conduct, record, and assist the District at Project meetings. Construction Manager shall collaborate with the Architect to prepare meeting minutes if the Architect is contractually required to do so. In the absence of meeting minutes prepared by others, Construction Manager will provide District with minutes from such meetings prepared by Construction Manager. Construction Manager shall review for accuracy the minutes of such meetings prepared by either the Architect, or others. Construction Manager shall clarify, amend and report any discrepancies affecting the Project.

3.4. Construction Manager shall furnish to the District timely reports containing the following:

- a status of the Project;
- b comparison of the Project budget to costs incurred through the date of the report;
- c comparison of the Project schedule to the work actually completed through the date of the report;
- d revisions to the Project schedule or Project budget made during the time period covered by the report;
- e summary of change orders made during the time period covered by the report;
- f list of all pending change orders and all outstanding issues requiring action or approval by District;
- g status of any governmental requirements and activities required to facilitate approval of the Project;
- h any other reports concerning the Project as District may reasonably request.

3.5. Construction Manager shall provide financial oversight services for the Project, including but not limited to the following:

- a. preparation of budgets;
- b. preparing monthly variance reports;
- c. processing of monthly Project payment application related to assembling, reviewing and forwarding to District for payment the invoices from the Architect, Contractors and other consultants;

4. Phase 4: Preconstruction Phase: Design and Bidding Services

4.1. Construction Manager shall provide recommendations on matters relating to the planning, design, governmental approvals, and other activities necessary to complete the Project.

4.2. Construction Manager shall include the following responsibilities:

- a. Coordinate the preparation by the Architect of a written and graphic description of the program for the Project, including room uses, sizes and adjacency requirements, in accordance with District's goals and objectives (the "Project Program"),
- b. Prepare and submit to District a preliminary estimated schedule for completion of the design and construction of the Project, the various major activities to be undertaken in connection with the Project, and the approximate timing of the commencement and completion of such activities, which Construction Manager shall monitor and revise;
- c. Assist District in establishing a Project budget based on a preliminary estimate of Project costs, including without limitation District's internal costs, which Construction Manager shall update with increased detail as the design of the Project progresses.

- d. Manage the schedule and budget to manage cash flow, maximize value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction.
- 4.3. Construction Manager shall make recommendations to the District in activities necessary to obtain any and all right-of-way necessary for development of the Project.
- 4.4. Construction Manager shall include the following responsibilities related to governmental agencies:
 - a. Work with the Architectural firm(s) in obtaining permits for the Project.
 - b. Coordinate with the various governmental agencies having permit responsibilities for the Projects.
 - c. Represent the District at meetings of the applicable governmental units.
 - d. Recommend to the District appropriate policies or decisions to be followed on public matters affecting the Project.
 - e. Make recommendations to the Architectural firm to ascertain whether there are any significant building code or other governmental compliance issues.
 - f. Coordinate with the Contractor the obtaining of necessary building permits or other necessary construction approvals for the Project.
 - g. Recommend to the District as to any material issues noted by the Architectural firm.
- 4.5. Construction Manager shall schedule and attend regular meetings with the Architect related to the development of the design.
- 4.6. Construction Manager shall provide recommendations to the District and Architect regarding the following design and bidding issues:
 - a. construction feasibility
 - b. value engineering
 - c. availability of materials and labor
 - d. time requirements for installation and construction and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project Program, Budget and Schedule, possible cost reductions and economies if and when necessary to reconcile the budget, program, and schedule.
- 4.7. The Construction Manager shall review, comment and make recommendations on the drawings and specifications for the Construction Documents, as they are prepared by the Architect. Construction Manager shall make recommendations to the District in the evaluation of the appropriate design alternatives in light of the District's Project Program and the budget and schedule, provided the Construction Manager shall not assume any of the Architect's responsibilities for design or any of the general contractor's responsibilities for construction means, methods or costs.
- 4.8. Upon approval by District of design development plans and specifications, Construction Manager shall perform the following services:
 - a. Lead the process in reviewing and coordinating the preparation by the Architect and other Project consultants, of the Construction Documents for the Project.
 - b. Make recommendations regarding alternative solutions whenever design details appear to:

- i. Adversely affect construction feasibility, the Project Program, Budget or Schedule.
 - ii. Cause the Project to deviate from the approved drawings or requirements of District.
- 4.9. Construction Manager shall provide the following cost estimating services during design and bidding:
 - a. Prepare and update detailed cost estimates for the estimated Project costs to be incurred by District in designing and constructing the Project. The Project cost estimates shall include separate line items for each cost category, with line items for anticipated contracts and subcontracts.
 - b. Evaluate pricing for alternative building and engineering systems.

In addition, Construction Manager shall:

4.9.1. Revise Project Budget from time to time as the design of the Project is finalized, the working drawings are prepared, construction contracts for the Project are negotiated, awarded and executed and shall provide a variance summary with each update, including recommendations on any necessary corrective action for unfavorable variances from the then-current Project Budget.

4.9.2. In consultation with the Architect and Contractors, the Construction Manager shall provide value engineering services to analyze and make recommendations concerning availability of materials and labor, time requirements for installation and construction, and other factors related to costs, including costs of alternative designs or materials, and possible cost reductions and economies. Construction Manager shall provide value engineering recommendations to District, but the final decision will, in every instance, be District's decision.

4.9.3. Construction Manager shall recommend modifications to the Project design, budget, schedule and program to reconcile each with the others, for final decision by District;

4.10. Construction Manager shall make recommendations to the District in setting a final Project Budget, based on the approved design and the Project Schedule, the Project Program, the Project Costs Estimate and financial constraints identified by District; if District, with the advice of the Construction Manager, elects to proceed with separate Project construction contracts or separate bid packages, the Project Costs Estimate and final Project Budget shall include a separate budget for each Project construction contract or bid package.

4.11. Construction Manager shall act as District's representative in coordinating and making recommendations to the Architectural firm(s) in the preparation of bid documents. Construction Manager shall manage the bid process and execution of contracts in accordance with District's requirements.

4.12. Due to the work being required to be separated into separate bid packages per project, Construction Manager shall review the working drawings and make recommendations to the Architect based upon the following requirements:

- a. Coordination of the work of the separate bid portions.
- b. Allocation of the work to the separate bid portions.
- c. Proper coordination for phased construction.
- d. Make recommendations to the District with respect to whether major portions of the work should be bid on as separate prime contracts.

- 4.13. Construction Manager shall make recommendations with the design, procurement and coordination of FF&E (Furniture, Fixtures, and Equipment), Information Technology, Security, Audio/Visual, Signage, Testing Services, Temporary Facilities and other District Directly Procured building systems.
- 4.14. Construction Manager shall attend pre-bid conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.
- 4.15. Construction Manager shall review bids, prepare analyses and make recommendations to District for award of contract(s) for the Project.

5. Phase 5: Construction Phase Services

5.1. The selected Construction Manager will manage multiple prime contractors as required to deliver each project. Construction Manager will be the single point of responsibility for the construction of the projects. The Construction Manager shall not be permitted to bid on or perform any of the actual construction of any project, nor shall any construction firm controlled or partially owned by the Construction Manager be allowed to bid on or perform work for the project. The Construction Manager shall be allowed to provide basic General Condition services for which specific reimbursement provisions are included in the Construction Manager contract. The actual construction work on the project shall be awarded through competitive bidding as required by Missouri Law.

5.2 During the construction phase, the Construction Manager and the prime contractors or construction superintendent(s) shall provide continuous onsite coordination and inspection of the work on each project as continued project management services.

5.3 During the construction phase, the Construction Manager shall maintain an onsite presence within District facilities.

5.4 The Construction Manager shall review the Contractor's payroll to ensure the Contractor is paying the Prevailing Wage, as required by the State of Missouri.

5.5. Construction Manager shall provide recommendations regarding each Contractor's proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to same.

5.6. Construction Manager shall conduct the following contract negotiation services:

- a. Pre-award conferences with the best respondent for a Project construction contracts (includes price and other factors).
- b. Make recommendations to the District regarding the negotiation of business terms of each Project construction contract.
- c. Make recommendations to the District on the acceptability of Contractor for the Project.

5.7. After District awards each Project construction contract and before the Contractor commences work on the site, Construction Manager shall collaborate with the District in the preparation of the following pre-construction logistics:

- a. Necessary site logistics plans.

- b. Traffic (including bus) flow diagrams.
- c. Plans for the performance of the applicable work as a result of the review and coordination of the contractor's implementation plan, showing the use of designated roadways or streetlights, the closing of any roadways, streets and/or sidewalks, and the re-routing of any traffic.
- d. Assist in obtaining necessary government approvals required to implement such traffic plans.

5.8. Construction Manager shall represent the District in its communications with the Architect, Contractors, and Consultant(s) for the following construction related activities:

- a. Schedule, attend, and conduct progress meetings.
- b. Conduct regular on-site meetings to review construction progress and pay requests.
- c. Provide appropriate recommendations to the District concerning the District's decisions on construction matters, including, where necessary, alternative designs or materials.
- d. Coordinate, review and make recommendations to the District concerning, change orders, submittals, and requests for information.

5.9. Construction Manager shall perform the following regarding change orders:

- a. Review and monitor the processing of change orders.
- b. Recommend to the District concerning the necessity for, scope of and recommended cost of change orders.
- c. Negotiate, on District's behalf, all change orders with Contractors.
- d. Revise the final Project Budget and/or Project Schedule, as applicable, to reflect approved change orders.

5.10. Construction Manager shall review applications for payment by the Architectural firm(s) and Contractors and make written recommendations to District concerning payment.

5.11. Construction Manager shall direct Contractors (and others, where appropriate) to issue weekly schedules. Construction Manager to then utilizes those schedules to create a master critical path schedule for each project. In the event of delays impacting the critical path schedule, Construction Manager shall make recommendations to District for corrective action by Contractors and review Contractor's recommendations for corrective action.

5.12. Construction Manager shall collaborate with the Architect in the review and approval of shop drawings, product data and other submittals by Contractors.

5.13. In conjunction with the Contractors who have prime contractual responsibility, the Construction Manager shall additionally review and make recommendations to the District concerning the adequacy of the Contractor's personnel and equipment, and the availability of materials and supplies to meet the Contractor's schedules in relation to the Project Schedule.

5.14. Construction Manager shall enforce Contractor's contracts to maintain a daily log containing the number of workers, equipment, work accomplished, daily weather, problems encountered and other relevant data as the District may require. Although Construction Manager shall not guarantee the performance by Contractors, Construction Manager shall recommend courses of action to the District when District or Construction Manager

becomes aware that requirements of any Project construction contract are not being fulfilled, or when Contractor falls behind in its schedule; shall communicate recommendations, as directed by the District, to Contractor on behalf of the District; shall monitor Contractor's performance of such recommendations; and shall report Contractor's progress to the District on at least a monthly basis.

- 5.15. Construction Manager shall notify District in writing, with photos and supporting documentation, if Construction Manager becomes aware that the work of the Contractors is not being performed in accordance with the requirements of the Contract Documents. As appropriate, Construction Manager shall have authority, with written authorization from the District, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed or completed. Construction Manager shall review any and all test reports and notify the District, the Architect and the Contractor, as appropriate, of deficiencies in the work of which Construction Manager becomes aware and shall advise the District of projected consequences of such default and shall make recommendations to District with respect thereto. With the written authorization of District, Construction Manager shall reject work which does not conform to the requirements of the applicable Contract Documents.
- 5.16. Construction Manager shall advise the District concerning the procurement of building materials by Contractors regarding budget and schedule implications.
- 5.17. Construction Manager shall attend on-site review of the Project to confirm substantial and final completion of the construction of the Project, and to notify District when Construction Manager believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.
- 5.18. Construction Manager shall coordinate with the Architect in its review of the work to enable the Architect to determine the date of substantial completion. At the substantial completion by Contractors of the work, monitor the Architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. Construction Manager will consult with District and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.
- 5.19. Construction Manager shall obtain from Contractors record drawings or, if required by the applicable Project construction contracts, "as-built" drawings, as construction completes (including digital documents).
- 5.20. In conjunction with the Architect and District, Construction Manager shall monitor and observe the testing and start-up of all utilities, systems and equipment for the Project and review test reports.
- 5.21. Construction Manager shall complete the final close-out of the Project by performing the following responsibilities:
 - a. Obtaining, or causing the Contractors, to obtain government approvals required for the legal use and occupancy of the Projects.
 - b. Obtaining warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts.

- c. Obtaining affidavits, waivers, and releases the Contractors are required to provide pursuant to the Project construction contracts to achieve final completion of the Project.
- d. Collecting and/or otherwise resolving any and all back-charge claims that District may assert against any Architect or Contractors.
- e. Representing District at meetings and/or inspections scheduled by District and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.

SCOPE OF WORK SCHEDULES

If and when the school buildings specified in the scope of services are occupied with students and school is in session, the selected vendor/contractor is expected to perform the project after school hours and without any additional costs to the District. Areas of the school buildings that are otherwise unoccupied with students and whereby instruction is not disturbed, the selected vendor/contractor may perform the scope of services with prior written authorization from the District.

PROJECT IMPLEMENTATION SCHEDULES

All Bidders shall provide the District with a project implementation schedule that adheres to the Project Timeline. Further, the project implementation schedule must demonstrate that the selected vendor/contractor has the means and capability to complete the scope of services without disruption to school building instruction, activities and meetings. This said project implementation schedule must be agreed upon by both the vendor/contractor and the District and shall be incorporated as part of the awarded contract.

No communication shall be made with any District employee outside the Procurement Department, regarding this RFP. Violation of this provision may result in the rejection of Proposal.

ATTACHMENT B

RFP #OP026-2223 Construction Management Services

COST / PRICING PROPOSAL

NOTE: PLEASE ENTER YOUR UNIT PRICING FOR ALL ITEMS IN THE EXCEL SPREADSHEET PROVIDED.

1. Please attach the detail addressing Sections 5.3.2 and 5.3.3 as Attachment B, Exhibit 1.

2. ANNUAL INCREASES IF RENEWED:

(2024 - 2025)	<u> </u> %
(2025 - 2026)	<u> </u> %

Signature of Authorized Official

Date

Company Name

ATTACHMENT C E-VERIFY AGREEMENT

[Name of Vendor]:

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

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

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

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

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

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

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

By: _____
(Signature)

Printed Name and Title: _____

For and on behalf of: _____
(Company Name)

ATTACHMENT D
BIDDER AFFIRMATION FORM

RFP TITLE: Construction Management Services

RFP #: OP026-2223

NAME OF BIDDER: _____

After careful consideration of the solicitation document in its entirety, Request for Proposal for **RFP #OP026-2223, Construction Management Services**, and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

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

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

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

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

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

Respectfully submitted, Authorized Official: Title _____

Print Name

Signature

Date

Address

(_____) (_____) _____

Business Telephone Number

Facsimile

E-Mail Address

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

ATTACHMENT E BIDDER CHECKLIST

RFP #: OP026-2223

RFP TITLE: Construction Management Services

- ☐ Submitted all information as requested.
- ☐ Received _____ number of addendum(s).
- ☐ Submitted (2) marked “Copies”, (1) marked “Original”, and (2) electronic flash drives.
- ☐ Signed Federal Work Authorization Program Agreement.
- ☐ Signed and notarized Federal Work Authorization Program agreement and affidavit.
- ☐ Signed Bidder Affirmation Form (by an authorized official of the company where appropriate).
- ☐ Signed and dated Cost / Pricing Proposal.
- ☐ No conditions or restrictions have been placed by the company on this Proposal that would declare it non-responsive.
- ☐ Prepared to provide the insurance required.
- ☐ Submitted a copy all certificates and license including, but not limited to, the license (to conduct business in the City of St. Louis, Missouri).
- ☐ Submitted state tax identification number. _____
- ☐ Bid Bond attached (if applicable).
- ☐ M/WBE Utilization Good Faith Efforts Report
- ☐ Submitted a copy of a System For Award Management (SAM) Status Report: www.sam.gov.
- ☐ Submitted No Israel Boycott Certification Form.
- ☐ Submitted Completed W-9 Form & Vendor Registration Application.

Signature of Authorized Official

Date

Company Name _____

ATTACHMENT F
NON-SUBMITTAL RESPONSE FORM

RFP TITLE: Construction Management Services

RFP #: OP026-2223

NOTE TO BIDDER:

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

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

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

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

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

Name of Company / Consultant

Company Address

<hr/> () _____	<hr/> () _____
Business Telephone Number	Facsimile

E-Mail Address

ATTACHMENT G
CONTRACT TEMPLATE
RFP TITLE: Construction Management Services
RFP NO: OP026-2223

For ATTACHMENT G: CONTRACT TEMPLATE: visit <https://www.slps.org/Page/75737>

The remainder of this page is intentionally left blank.

ATTACHMENT H
W-9 AND VENDOR REGISTRATION

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

The remainder of this page is intentionally left blank.

ATTACHMENT I
NO ISRAEL BOYCOTT CERTIFICATION FORM

RFP TITLE: Construction Management Services
RFP No: OP026-2223

Effective July 13, 2020, a Missouri governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract (MO. Gov't Code SCS/SB 739)

SCS/SB 739 - This act creates the "**Anti-Discrimination against Israel Act**". Under this Act, public entities are prohibited from entering certain contracts with a company unless the contract includes a written certification that the company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of goods or services from the State of Israel or any company, or person or entity, doing business with or in the State of Israel. Any contract failing to comply with the provisions of this act shall be void against public policy.

This Act does not apply to contracts with a total potential value of less than \$100,000 or to contractors with fewer than 10 employees.

BY SIGNATURE BELOW, I, the undersigned agent for the firm named below, certify and affirm that this firm AND its principals comply with the above referenced certifications:

Yes, we acknowledge and comply with the following:

☐ **NO ISRAEL BOYCOTT CERTIFICATION**

Vendor Name: _____

Printed Name of Authorized Company Official: _____

Signature of Company Official: _____

Date: _____

ATTACHMENT J
SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

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

The remainder of this page is intentionally left blank.