



THE BOARD OF EDUCATION OF THE CITY OF ST. LOUIS

RFP TITLE: Architectural/Engineering ID/IQ Services

RFP#: OP027-2223

DATE OF ISSUANCE:

March 21, 2023

QUESTIONS AND ANSWERS:

Sealedbids@slps.org

BID DUE DATE:

March 31, 2023, at 10:00 A.M.

SUBMIT TO:

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

PUBLIC READING:

March 31, 2023, at 11:00 A.M.
Via Microsoft Teams Meeting
ID: 210 362 526 741
Passcode: xUr72g

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 Architectural/Engineering ID/IQ firm(s) 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 Architectural/Engineering ID/IQ 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#:** OP027-2223 for Architectural/Engineering ID/IQ 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 Architectural/Engineering ID/IQ 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 21, 2023 |
| Questions and Answers | Sealedbids@slps.org |
| Bid Due Date: | March 31, 2023 at 10:00 A.M. |

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

Section 3. INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION

- 3.1 **Form of Submissions.** Each person or entity submitting a response to this RFP (each “Bidder”) should prepare and submit their proposal in response to this RFP (“Proposal”) in a sealed envelope or box. The Proposal 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 #: OP027-2223 Architectural/Engineering ID/IQ Services along with the firm name and the package shall be addressed to:

**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 “**QUESTIONS AND ANSWERS – RFP#:OP027-2223, Architectural /Engineering ID/IQ 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. 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.
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Section 4. QUESTIONS AND ANSWERS/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 is 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.
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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 Architectural/Engineering ID/IQ 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 Architectural/Engineering ID/IQ Services. It is important to demonstrate the ability to advocate for the District while maintaining professional relationships with the construction management firm 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 construction management firm and contractor. Proposals must include the following information:

- f. District anticipates utilizing construction management services at the on-set of design. The professional design firm, its sub consultants and construction manager will be expected to work together to manage project scope and costs. Describe other projects utilizing this approach and your firm’s capabilities for the successful completion of projects.
- g. Outline the process and methodology for delivering the required services; include project design completion, construction administration and observation, quality control and management of the design/construction process.
- h. Describe how you will manage and adhere to the project budget, schedule and scope.
- i. Delineate the time schedule required to complete each phase of the project, the various approvals that will be secured and deliverables to be provided in the completion of each phase.

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 an Architect/Engineer (not Construction Manager, Contractor or any other role on the project other than an Architect/Engineer). 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 (include LEED AP personnel).
- 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.
- E. The District may elect to have facilities be designed and constructed towards LEED Certification. The level of LEED Certification will be determined during conceptual design. Therefore, the selected architectural firm shall have on staff, a LEED Accredited Professional (LEED AP) or employ a LEED AP to serve as a principal participant of the project team. The LEED AP shall serve as the principal facilitator for LEED compliance, direct team members in achieving the highest possible rating using District's basis of design and to coordinate and monitor the documentation of the project. The scope of work includes the documentation and submission process to the Green Business Certification Inc. (GBCI) from registration through certification. LEED AP's shall have a minimum level of experience serving as team members on at least three prior LEED projects. The selected landscaping firm and MEP engineering firm must also have a LEED AP on staff to serve as the landscaping and engineering interface facilitator. LEED decisions will be made based upon life cycle cost analysis and cost benefit analysis. As an option, the District may elect to serve as the project LEED advisor.

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 Architectural/Engineering AGENT (not Construction Manager, Contractor or any other role on the project other than a 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 Design and Construction Administration 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 total cost to the District to construct all elements of the Project designed or specified by the Architect and shall include contractor's Design Fees + Construction Administration Fee + Reimbursable Expense = Total Fee (include general conditions costs, overhead and profit)
- b. Total construction value is approximately \$135,000,000.
- c. Design Fee & Construction Administration Fee should encompass the following phases: Schematic Design, Design Development, Construction Documents, Bidding, Construction and Project Closeout.
- d. Reimbursable Expense
 - a. Printing and Digital Deliverables
 - b. Travel
 - c. Communications
- e. Project team hourly rates
- f. Any request for additional compensation beyond what is listed will not be considered by the District.

5.2.5.1 Provide a cost for Design Services including 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 in Exhibit A of the RFP.

5.2.5.2 Provide a cost for Construction Administration and other required on-site construction phase costs as required to staff and complete each project. Attach separate sheet detailing items included in lump sum amount, including, but not limited to, Principal, 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 Architectural/Engineering 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 **March 31, 10:00 A.M.** shall be assembled and opened publicly promptly at that time in the District Offices located at 801 North 11th Street, St. Louis, MO 63101 in a conference room to be designated. All interested parties are welcome to attend.

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

The Evaluation Team will consist of the following individuals:

| |
|-----------------------------------|
| 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 except it from disclosure, including a written statement of the reasons why the information should not be disclosed.

8.5 Bidders acknowledge and agree, by submitting a Proposal, that:

- 8.5.1 Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by such Bidder as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way desired by the District, in its sole and unfettered discretion.
- 8.5.2 The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any member of the team listed in the Proposal without prior written approval by the District. The District, in its sole and absolute discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of the team.
- 8.5.3 Adherence to the schedule for the work is of critical importance to the District as time is of the essence, and agrees to dedicate the personnel listed in the Proposal to completing the work in accordance with the schedule outlined in this RFP. Bidders further acknowledge that the contract for the engagement may include significant liquidated damages for failure to perform in accordance with such schedule.
- 8.5.4 To having read this RFP in its entirety and agreeing to all terms and conditions set out in this RFP. Bidders also accept the responsibility to review and understand all applicable policies of the District, which may be found on the District’s website www.slps.org under “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 #XXX-2223 Architectural/Engineering ID/IQ 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 Architectural/Engineering ID/IQ Services. The District is requesting proposals from short listed firms from the Qualification (based on prior RFQ for Architectural/Engineering ID/IQ Services) to provide a comprehensive and full range of services as during the planning, design and construction phases of improvements to St. Louis Public Schools facilities.

GENERAL DESCRIPTION

The services to be provided by the Architectural/Engineering ID/IQ firm(s) under this contract will consist of investigation, programming, planning, conceptual design development, final construction document preparation, and professional services during bidding and construction. The Architectural/Engineering firm(s) will serve as the liaison between the construction management firm, performance contractor, contractors, and other consultants and vendors throughout the bond issue. The Architectural/Engineering firm(s) shall advocate for the District's interests of quality, timely and cost sensitive design and construction while maintaining professional relationships with all parties. The Architectural/Engineering firm(s) will be responsible for the following:

- Project Administration and Management Services
- Evaluation and Planning Services
- Design services
- Bidding and Negotiation Services
- Contract Administration Services
- Facility Administration Services

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, roofing, gutters/downspouts, EIFS and overhangs)
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 Architectural/Engineering services include (but not limited to):

1. Project Administration And Management Services

- 1.1 Project Administration
- 1.2 Coordination of Disciplines / Document Checking
- 1.3 Governmental Agency Consulting / Review Approval
- 1.4 Schedule Development / Monitoring of Work
- 1.5 Evaluation of Budget / Preliminary Estimate
- 1.6 Construction Administration

General

All of the Architect's services shall be made with reasonable promptness and without delay. The Architect shall indemnify and hold the District harmless from any and all claims and damages made or incurred by the Contractor(s) or any other affected parties arising out of the Architect's unreasonable delay in performing its duties. If any of the previously mentioned claims or damages are caused in part by any other party over which the Architect does not have direct control, then the Architect's obligations under this paragraph will be limited to the Architect's proportionate share for such claims or damages based on the Architect's unreasonable delay.

The Architect shall coordinate its services with those services provided by the District and the District's consultants. The Architect shall be responsible to the District for the services furnished to the Architect by any of the Architect's own consultants to the same extent as if the Architect has furnished the service itself. The Architect will also coordinate and resolve any inconsistencies in its work and the work of its consultants. All of the Architect's contracts with its consultants shall be in writing, signed by both parties, and shall include the following provision: "The Owner is intended to be a third-party beneficiary of this Agreement." The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the District and the District's consultants; provided, before such reliance it shall first review the same in its capacity as project architect. The Architect shall provide prompt written notice to the District if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

2. Evaluation And Planning Services

- 2.1. Space Programming
- 2.2 Functional Relationships / Flow Diagrams
- 2.3 Existing Facilities Assessment Surveys
- 2.4 Site Analysis & Selection
- 2.5 Environmental Studies and Reports (By Other Professional Services)
- 2.6 Zoning Process Assistance
- 2.7 Facility and District-wide Master Planning

General

As soon as practicable after receiving authorization to proceed from the District, the Architect shall

submit for District's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as requested by the District. The schedule shall include allowances for periods of time required for the District's review, for the performance of the District's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the District, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or District. Reasonable cause shall include the failure of the Board of Education to approve projects. With the District's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

The Architect shall not be responsible for a District's directive or substitution, or for the District's acceptance of non-conforming Work, made or given without the Architect's written approval, which shall not be unreasonably withheld.

3. Design Services

- 3.1. Architectural
- 3.2. Structural
- 3.3. Mechanical
- 3.4. Electrical
- 3.5. Civil
- 3.6. Landscape
- 3.7. Interior Design
- 3.8. Special Design (Vestibule Upgrades, Technology, Roofs, etc.)
- 3.9. Materials Research and Specifications

General

The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. The Architect shall assist the District in filing documents required for the approval of governmental authorities having jurisdiction over the Project.

During the development of the Construction Documents, the Architect shall assist the District and/or the District's representatives, in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the District and Contractor(s); and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

Architect shall update the estimate of the Cost of Work within ten (10) days of the District's approval of the Schematic Design Documents, and provide it to the District.

4. Bidding And Evaluation Services

- 4.1. Bidding of Construction Documents
- 4.2. Addenda / Responding to Bidder Inquiries
- 4.3. Analysis of Alternates / Substitutions
- 4.4. Special Bidding
- 4.5. Bid Evaluation

4.6 Recommend Contract Award

General

The Architect shall assist the District in establishing a list of prospective contractors. Following the District's approval of the Construction Documents, the Architect shall assist and make recommendations to the District in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) recommending contract awards and preparing contracts for construction to be reviewed by the District's legal counsel. The Architect shall be familiar with and comply with Missouri law governing the District's legal obligations in the competitive bidding process, which can be found in the Policies and Procedures of the District's Board of Education.

Bidding

The Architect shall assist the District in bidding the Project by:

- 1) Procuring the reproduction and facilitating the distribution of Bidding Documents to prospective bidders;
- 2) Distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval of the amounts of deposits, if any, received from and returned to prospective bidders;
- 3) Organizing and conducting a pre-bid conference for prospective bidders;
- 4) Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- 5) Attend the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the District.

Note: If the Bidding Documents permit substitutions, upon the District's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions, if the request is timely, to all prospective bidders.

5. Contract Administration Services

- 5.1. Submittal Review and Rejection of Defective Work
- 5.2 On-site Visits
- 5.3 Provide Full-time Project Representatives
- 5.4 Testing and Inspection Administration (Provided By Other Professional Services)
- 5.5 Quotation Requests / Change Orders
- 5.6 Interpretations and Decisions
- 5.7 Project Close-out

General

The Architect shall provide administration of any Contract between the District and the Contractor(s) as set forth below, and including, if applicable, and as in AIA Document A201-2017, General Conditions of the Contract for Construction, as amended by the District and Contractor. The Architect shall be provided a copy of any amendments to AIA Document A201-2017, and if the District and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement without Architect's consent, which shall not be unreasonably conditioned, withheld or delayed.

The Architect shall make recommendations and consult with the District during the Construction Phase. The Architect shall have authority to act on behalf of the District only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work not under the direct control of the Architect.

Site Visits

The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the District about the rejection in writing. Whenever the Architect considers it necessary or advisable, the Architect shall make recommendation to the District to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed.

Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Contractor, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

If the District and Contractor(s) designate the Architect to serve as an initial decision maker, the Architect shall render initial decisions on any disputes that may arise between the District and Contractor as provided in the Contract Documents.

Submittals

If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, unless the Architect knows or receives notice of any deficiencies with the adequacy or accuracy of the services.

Changes in the Work

Upon consultation with and approval (in writing) by the District, the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives in writing for the District's approval and

execution in accordance with the Contract Documents. The District shall not be liable for payment for additional work not based upon a Change Order or Construction Change Directive.

6. Facility Administration Services

- 6.1. Maintenance and Operational Programming
- 6.2. Start-up Assistance
- 6.3. Record Drawings
- 6.4. Warranty Review
- 6.5. Post Occupancy Evaluation

General:

Architectural/Engineering firm(s) 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 Architectural/Engineering firm(s) believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.

Architectural/Engineering firm(s) shall coordinate with the Construction Management firm in its review of the work to enable the Architectural/Engineering firm(s) to determine the date of substantial completion. At the substantial completion by Contractors of the work, monitor the Construction Management firm in its inspection of the work and preparation of a detailed “punch list” specifying any items which require completion, installation, correction or repair. Architectural/Engineering firm(s) will consult with District and/or Construction Management firm in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.

Architectural/Engineering firm(s) shall provide record drawings (current version of AutoCAD formatted to the District’s standards or digital/electronic version) or, if required by the applicable Project construction contracts, “as-built” drawings, as construction completes (including AutoCAD – formatted to the District’s standards or digital/electrical documents).

In conjunction with the Construction Management firm and District, Architectural/Engineering firm(s) shall set-up, monitor and observe the testing and start-up of all utilities, systems and equipment for the Project and review test reports.

Architectural/Engineering firm(s) 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. Review and provide warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts.
- c. Review and provide affidavits, waivers, and releases the Contractors are required to provide pursuant to the Project construction contracts to achieve final completion of the Project.
- d. 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.
- e. Provide post-occupancy evaluation to determine how the facility is performing when projects are finished and the experience of building users

In addition, the Architectural/Engineering firm(s) shall:

- Work directly with the Facilities Department and Deputy Superintendent of Operations
- Be expected to listen to and understand the identified priorities and needs regarding the selected construction projects
- Be expected to make presentations to the Deputy Superintendent of Operations and the Board of Education (As needed by the District)
- Be expected to participate in pre-referendum community engagement activities (up to five (5) separate engagements should be anticipated)
- Be expected to attend all other meetings as proposed by the Deputy Superintendent of Operations and/or designee and facilitate ongoing and open communications between Deputy Superintendent of Operations, Facilities Department, Construction Manager and other professional related services.
- In collaboration with the Construction Management firm and Contractors, Architectural/Engineering firm(s) 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. Architectural/Engineering firm(s) shall provide value engineering recommendations to District, but the final decision will, in every instance, be District's decision.

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#: OP027-2223 Architectural/Engineering ID/IQ 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: Architectural/Engineering ID/IQ Services

RFP #: XXX-2223

NAME OF BIDDER: _____

After careful consideration of the solicitation document in its entirety, Request for Proposal for **RFP #OP027-2223, Architectural/Engineering ID/IQ 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 #: OP027-2223

RFP TITLE: Architectural/Engineering ID/IQ 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: Architectural/Engineering ID/IQ Services

RFP #: OP027-2223

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/> Business Telephone Number | <hr/> Facsimile |
|--|------------------------|

E-Mail Address

ATTACHMENT G
CONTRACT TEMPLATE
RFP TITLE: Architectural/Engineering ID/IQ Services
RFP NO: OP027-2223

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: Architectural/Engineering ID/IQ Services
RFP No: OP27-2223

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

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

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

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