



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

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**RFP TITLE: District-Wide Boiler Repair Services**

**RFP# 037-1617**

<b>DATE OF ISSUANCE:</b>	<b>February 1, 2017</b>
<b>BIDDER'S CONFERENCE:</b>	<b>February 16, 2017, at 9:00 A.M.</b>
<b>BIDDER'S CONFERENCE LOCATION:</b>	<b>801 North 11<sup>th</sup> St. St Louis MO, 63101 (Conference room TBD)</b>
<b>FINAL QUESTIONS DUE:</b>	<b>February 22, 2017, 4:00 P.M.</b>
<b>BID DUE DATE:</b>	<b>March 3, 2017, 10:00 A.M.</b>
<b>SUBMIT TO:</b>	<b>Purchasing Office, St. Louis Public Schools Second Floor – Cashier's Window 801 North 11th Street St. Louis, Missouri 63101</b>

**Number of copies required: (3) marked "Copies", (1) marked "Original", and (1) copy on electronic CD or flash drive. It is recommended that each original and copy 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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RFP #: 037-1617

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## **1. ANNOUNCEMENT FOR SEALED PROPOSALS**

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The Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public Schools System) (the “District”) wishes to provide District-Wide Boiler Repair Services.

### **NOTICE TO BIDDERS:**

The sealed Proposal shall be received in the Purchasing Office of Saint Louis Public Schools, 801 North 11th Street, Saint Louis, MO 63101, Second Floor - Cashier’s Window no later than **10:00a.m.** on **March 3, 2017**. A bidder’s conference will be held on **February 16, 2017 at 9:00 a.m. at 801 N. 11<sup>th</sup> Street, Saint Louis, Missouri 63101** at which time submitted questions will be answered. Copies of the RFP may be obtained from [www.slps.org](http://www.slps.org), “Shortcuts”, “Purchasing / RFPs”, or from the Purchasing Department, St. Louis Public Schools, 801 North 11th Street, St. Louis, MO 63101.

The District reserves the right to accept or reject any or all proposals and to waive any irregularities. The District also reserves the right to negotiate with selected firms regarding pricing and structure fees. All information included in your RFP response may be incorporated, at the District’s option, in the contract for District-Wide Boiler Repair Services to be entered into between the District and selected firm. Any contract awarded as a result of this RFP will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation or national origin.

## **2. SERVICES**

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### **2.1. GENERAL**

- 2.1.1. Attachment A describes the scope of services
- 2.1.2. The contract will be a one year contract with three renewal options. The initial contract dates will be July 1, 2017 thru June 30, 2018.
- 2.1.4 Bidders shall fill in Attachment B price sheet along annual renew increases (percentage) for each of three additional years:

### **2.2. INSPECTION OF SITE AND EQUIPMENT**

By signature on the proposal, the bidder affirms that he has had sufficient opportunity to examine the work site, conditions, equipment and request for proposal, (RFP). Bidders are welcome to visit the Schools. Vendors must sign in at each school's office and explain the reason for their visit. You should carry this RFP with you to support your visit. Late afternoon visits are preferred to avoid students and instruction.

### **2.3. BID EVALUATION**

- 2.3.1. Please give pricing for all schools listed in this bid, Attachment B. The listing of equipment covered by this Contract may be altered by the addition or deletion of specific units and the amount of payment adjusted accordingly. (i.e., school closing) Payment for additional or modified units will be at an agreed upon price, based on the quoted price for comparable units, and deductions from payment for deleted items will be made at the quoted prices.
- 2.3.2. In order to provide a consistent basis for evaluating bids, please provide all the information required in section 7. However, selection will be made based upon the estimated annual price for all bidders deemed to be responsive.

## **3. PROPOSAL**

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### **3.1. PART I - Qualifications/Resume and Operations Plan**

The following information should be provided in Part I. The proposal should be clearly marked: "Part I-- Qualifications/Resume and Operations Plan."

- 3.1.1. Please respond briefly, but completely, to the following:
  - 3.1.1.1. Firm Name
  - 3.1.1.2. Address
  - 3.1.1.3. Contact Person
  - 3.1.1.4. Telephone Number
  - 3.1.1.5. Fax Number
  - 3.1.1.6. Email Address
- 3.1.2. Bid Response Elements
  - 3.1.2.1. Firm Qualifications
  - 3.1.2.2. References (Other school district where possible)
  - 3.1.2.3. Brief description of firm's experience with providing the requested services
  - 3.1.2.4. Copies of Licenses and Certifications
  - 3.1.2.5. Bid Security and Insurance certification (Only when required)

### **3.2. PART II - Cost/Pricing Proposal**

The following information should be included in the proposal clearly marked "Part II - Cost/Pricing Proposal."

- 3.2.1 Fill out Attachment B

## **4 INSTRUCTIONS TO BIDDERS**

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### **BID CONDITIONS**

Bidder should prepare and submit a sealed District-Wide Boiler Repair Services Proposal. On the outside of the sealed Proposal, an envelope shall be securely affixed to the outside of the box or larger envelope containing the full response to this RFP and shall be delivered to the address listed below in sufficient time to ensure receipt of same prior to the scheduled bid opening as indicated herein. The Proposal shall include one original, 3 copies and one electronic proposal on CD.

The upper left hand corner of the envelope shall be plainly marked as RFP# **037-1617** along with the firm name and closing time and addressed to:

**PURCHASING OFFICE OF SAINT LOUIS PUBLIC SCHOOLS  
SECOND FLOOR – CASHIER’S WINDOW  
801 NORTH 11TH STREET  
SAINT LOUIS, MO 63101**

- 4.2 Manner of Bid Submission** - Bids must be filled out as requested including all required signatures and pertinent information. Failure to do so is reason for rejection of the bids. If Bidder is a corporation, the corporate name must be correctly stated. The owner, a partner or an authorized officer must sign his name, and insert address of Bidder.
- 4.3 Awards-** Bids will be accepted on unit basis for each numbered item, at the regular monthly meeting, of the District when awards will be made to the lowest responsible bidder complying with the terms of these specifications, except that the right is reserved by the District to make such selection, as in its judgment, is best suited for the purpose intended, or to reject any or all bids.
- 4.4 Rejection of Bids** - The District reserves the right to accept or reject any bid or any part of any bid.
- 4.5 Submitted Bids Considered Final** - All bids shall be deemed final, conclusive and irrevocable, and no bid shall be subject to correction or amendment for any error or miscalculation.
- 4.6 Form of Contract** - Each successful Bidder shall be required to enter a contract in the form prescribed by the District. A copy of each such form may be examined at the Department of Purchasing, 801 North 11<sup>th</sup> Street, St. Louis, MO 63101.

- 4.7 **Bond** – A bid bond and performance bond will not be required.
- 4.8 **Preference for Missouri Products** - The District will purchase and use only those materials, products and supplies, which are produced, manufactured, compounded, made or grown, within the State of Missouri. When they are found in marketable quantities in the State of Missouri, and are of a quality suited to the purpose intended, and can be secured without additional cost over out-state products. However, quality and fitness of articles will be considered in making purchases or letting contracts.
- 4.9 **Taxes** - Bidders shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, and OR STATE RETAIL TAX in the Bid, as these taxes do not apply to the District.
- 4.10 **War Clause** - In the event that during the existence of a state of war the United States Government takes over the plant of any manufacturer with whom the contractor has theretofore contracted to furnish the articles required under his contract with the District, or any essential element thereof, and because of such action of the government, the contractor may furnish and deliver the articles required under the contract, and cannot obtain them elsewhere. Then and in these events the contractor may furnish proof of said facts to the Director of Purchasing, who shall thereupon conclusively determine whether such facts exist. And said if facts are so found to exist, the contractor shall have the right to cancel such contract by notice in writing delivered to the Director of Purchasing within ten days after the date of such determination by the Director of Purchasing.
- 4.11 **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.

## **5 MINORITY PARTICIPATION**

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- 5.2 The St. Louis Public Schools has developed a plan for participation in projects by minority business. This plan includes the following elements:
- 5.2.1 **Outreach**- A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures and availability of plans.
  - 5.2.2 **Good Faith Effort**- A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply.
  - 5.2.3 **Identification and Recruitment** - A commitment to coordinate efforts with the City of St. Louis, Contract Office, in the development of potential minority contractor interest.
  - 5.2.4 **Monitoring and Reporting**- A commitment to measure and report anticipated and actual MBE/WBE participation.
- 5.3 Discrimination In Employment By The Special Administrative Board**
- 5.3.1 During the performance of the contract, the SELECTED FIRM agrees as follows:
  - 5.3.2 The SELECTED FIRM will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The SELECTED FIRM will take affirmative action to ensure that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity.
  - 5.3.3 The SELECTED FIRM will, in all solicitations or advertisements for employees placed by or on behalf of the SELECTED FIRM, states that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity.
  - 5.3.4 The SELECTED FIRM will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising that

labor unions or workers representative of the Contractor's commitments under contracts with the District.

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

#### **5.4 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE POLICIES**

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

**Missouri Division of Purchasing and material management**

Online: For MBEs: <http://www.oa.mo.gov>

For WBEs: <http://www.oa.mo.gov>

Phone: 573-715-8130

**City of St. Louis: Disadvantaged Business Enterprise Program**

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

Phone: 314-551-5000

**St. Louis Minority Business Council**

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

Phone: 314-241-1143

## **6 BIDDER'S CONFERENCE**

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- 6.2 Interested firms may attend an optional pre-submittal bidder's conference scheduled for February 16, 2017 at 9:00 a.m. at 801 N. 11<sup>th</sup> Street, Saint Louis, Missouri 63101 in conference room TBA. Attendance is not mandatory for responding to this RFP. Please RSVP via email Terrance Bullock at [Terrance.Bullock@slps.org](mailto:Terrance.Bullock@slps.org). At the pre-submittal bidder's conference, a representative from the District will be available to answer questions. Meeting minutes will be taken during the question and answer portion and distributed to all firms requesting the RFP.

## **7 BIDDER DISCLOSURE**

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- 7.2 Bidders should provide detailed information addressing each of the following areas:
- 7.2.1 Licensing and certification in the field of the requested services;
- 7.2.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 12 months;
- 7.2.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 12 months;

7.2.4 Failure to be forthright in disclosure shall be grounds for disqualification of a vendor. This section shall not be interpreted to require the disclosure of information shielded from disclosure by State or Federal Statutes and/or court order.

**8 EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD EVALUATION CRITERIA**

8.3 The following criteria will be used with the weighted values below to evaluate each proposal received. The District reserves the right to request clarification to the proposal in order to evaluate all proposals:

Criteria	Value
8.3.1 <b>Total price</b>	<b>20</b>
8.3.2 <b>Overall effectiveness of proposal</b>	<b>30</b>
8.3.3 <b>Prior working relationship with the district</b>	<b>10</b>
8.3.4 <b>Vendor's experience and demonstrated expertise</b>	<b>10</b>
8.3.5 <b>M/WBE Participation</b>	<b>30</b>
<b>Total Points Possible</b>	<b>100</b>

- 8.4 **Bid Opening** – All bids received on or before **March 3, 2017 at 10:00 A.M.** shall be assembled and opened publicly promptly at that time in the district offices located at 801 N. 11<sup>th</sup> Street in conference room TBA. All interested parties are welcome to attend.
- 8.5 **Evaluation** - The District will assemble a review committee to assist in evaluating all responses to this RFP. From this evaluation, the District may select a firm or consultant team solely on the basis of submittals, or may additionally identify a short list of firms for possible interviews. The District may contact any or all respondents to clarify submitted information.

**8.5.1 The Evaluation Team shall consist of the following individuals:**

Name	Title
<b>John Zaegel</b>	Director of Facilities
<b>Rosmon Johnson</b>	Maintenance Manager
<b>Square Watson</b>	Energy Analyst

8.6 **Award** - Following the issuance of this RFP and until the Notice of Intent to Award, firms shall communicate only AND solely with the District authorized representative Terrance Bullock regarding this RFP. During this period, any other communication regarding this RFP with other members of the staff, representatives, or associates of the District is discouraged.



## **8.7 CONTRACTING**

- 8.7.1 Upon selection of firm(s), the District will negotiate a scope of services and other terms and conditions of an agreement with the selected firm. If such negotiations are not successful, the District reserves the right to begin negotiations with other respondents. Respondents whose proposals are not accepted will be notified in writing as soon as practical.

## **9 TENTATIVE SELECTION TIMELINE**

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<b>February 1, 2017</b>	<b>Release RFP to the marketplace</b>
<b>February 16, 2017</b>	<b>Bidder's Conference at 9:00 a.m. (conference room TBD)</b>
<b>February 22, 2017</b>	<b>Final Questions Due at 4 p.m.</b>
<b>March 3, 2017</b>	<b>Bids due in Purchasing Department at 10:00 A.M.</b>

The District reserves the right to modify this schedule as needed.

## **10 RESERVATION/STIPULATED**

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- 10.2 The District reserves the right, at its sole discretion, to 1) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so, 2) waive minor informalities of a submittal, 3) cancel, revise, or extend this solicitation, 4) request additional information deemed necessary, 5) extract, combine, and delete elements of individual proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.
- 10.3 This RFP does not obligate the District to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFP. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agent, employees, assigns or others, whether related or not to the vendor.
- 10.4 The District will give preference to firms based in the bi-state St. Louis metropolitan area when other considerations are equal.
- 10.5 Careful consideration should be given before confidential information is submitted to the District as part of your District-Wide Boiler Repair Services Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. The Missouri Sunshine Law provides for public access to information the District possesses. Information submitted to the District that you wish to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be accepted.
- 10.6 Respondent acknowledges that, if respondent is selected for the engagement, all electronic, written and printed materials developed by the respondent as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way desired by the District, in its sole and unfettered discretions.
- 10.7 By submitting a response to this RFP, respondent acknowledges that the qualifications of each member of the respondent team are important criteria in the selection process. The selected respondent will not be allowed to substitute any members of the respondent team in the response without prior approval by the District. The District, in its sole discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of teams.

- 10.8 By submitting a response to this RFP, respondent acknowledges that adherence to the schedule for the work is of critical importance to the District, and agrees to dedicate the personnel listed in the response to completing the work in accordance with the schedule outlined in this RFP. Respondent further acknowledges that the agreement for the engagement may include significant penalties for failure to perform in accordance with the schedule.
- 10.9 By submitting a response to this RFP, each respondent acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.
- 10.10 By submitting a response to this RFP, each respondent acknowledges and agrees that the District, and any consultants retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's submission, and authorizes the release to the District and/or the District consultants of any and all information sought in such inquiry or investigation.
- 10.11 Any misrepresentations or false statements contained in a response to this RFP or in any request for additional information related to this RFP, whether intentional or unintentional, shall be sufficient grounds for the District to remove respondents from competition for selection at any time.

## **11 QUESTIONS/ADDENDA**

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Questions regarding the meaning or interpretation of the RFP must be submitted in writing via mail, email or fax to:

**Terrance Bullock**  
**Purchasing Department**  
**Saint Louis Public Schools**  
**801 North 11th Street,**  
**Saint Louis, MO 63101**  
**Email: [Terrance.Bullock@slps.org](mailto:Terrance.Bullock@slps.org)**  
**Fax: (314) 345-2390**

All questions regarding this RFP shall be made electronically via e-mail in writing and directed to Terrance Bullock at [Terrance.Bullock@slps.org](mailto:Terrance.Bullock@slps.org). The subject of the e-mail shall be "QUESTION - RFP# 037-1617". Failure to provide the correct RFP number in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed on the first page above shall not be considered or answered. Questions properly submitted in writing prior to the due date will be addressed. Answers to all properly submitted written questions will be posted on the District's website at [www.SLPS.org](http://www.SLPS.org) as addenda no later than three (3) business days prior to the Proposal Due Date..

No communication shall be made with any other District employee regarding this RFP. Violation of this provision may result in the rejection of a vendor's bid.

**12 NON-SUBMITTAL RESPONSE FORM**

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**RFP Title: District-Wide Boiler Repair Services**  
**RFP #: 037-1617**

**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 requirements for this project.

\_\_\_\_\_ Unable to meet time frame established for start and/or completion of 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 maximum participation and competition.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF COMPANY/CONSULTANT

\_\_\_\_\_  
COMPANY ADDRESS

(\_\_\_\_\_) \_\_\_\_\_  
BUSINESS TELEPHONE NUMBER

(\_\_\_\_\_) \_\_\_\_\_  
FACSIMILE

\_\_\_\_\_  
E-MAIL ADDRESS



**14 BIDDER'S CHECKLIST**

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RFP Title: **District-Wide Boiler Repair Services**

RFP #: **037-1617**

- ( ) Submitted all information as requested.
- ( ) Received \_\_\_\_\_ no. addendum (s).
- ( ) Submitted \_\_\_\_\_ no. copies of the proposal.  
**The Proposal shall include one original, 3 copies and one electronic proposal on CD.**
- ( ) Signed Bidder Affirmation form (by an authorized official of the company where appropriate).
- ( ) 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 of license to conduct business for the City of St. Louis, Missouri.
- ( ) Submitted state tax identification number. \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Company Name**

## Attachment A

### Scope of Services

**INTRODUCTION** - The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms interested in contracting with the District to provide a Boiler Repair Services:

**OBJECTIVE** - St. Louis Public Schools are seeking proposals for Boiler Repair Services to ensure that the District boiler systems continue to function and provide comfortable school temperatures consistent with high quality learning in compliance with all applicable laws and safety standards. Boiler repair service maybe requested at any of the 78 District facilities.

**QUALIFICATIONS** - Company must possess the proper documentation, certificates, and welding stamps to perform welding on pressurized vessels and piping. Company will demonstrate knowledge of all types of hot water boilers and steam boilers including riveted boilers, fire box or water leg type boilers, Horizontal return tubular boilers and Scotch Marine boilers. Company must not have any limitations state or local when working on all types of boilers and performing all work on any type of boiler that belongs to St. Louis public schools. Jobs that will be performed may include but is not limited to cutting and replacing tubes, rolling tubes, cleaning boilers including cleaning tubes, replacing stay bolts, welding on boilers, replacing refractory, pipe welding, and pipe fitting. In addition, job site general foreman must have 30 hour OSHA training and all employees a minimal of 10 hour OSHA training.

RFP is based on overall venders repair service rates and annual increases.

#### Repair Service Rates:

- A. Regular Hourly Rates \$ \_\_\_\_\_
- B. Overtime Hourly Rates \$ \_\_\_\_\_
- C. Weekend and Holiday Rates \$ \_\_\_\_\_

#### Annual Increases:

- A. 2018/2019: \_\_\_\_\_%
- B. 2019/2020: \_\_\_\_\_%
- C. 2020/2021: \_\_\_\_\_%

#### 1. SCHEDULE

This Contract shall be in force from July 1, 2017. The contract shall terminate on June 30, 2018.

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

**2. SITE STANDARDS:**

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

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

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

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

**3. PAYMENT**

After work is completed, the contractor shall render an invoice. All service call work slips shall be signed by the project manager. Each invoice shall state specifically the building name, the work that was performed, man hours(s), materials; type of equipment worked on, and total cost.

**4. INSURANCE**

Insurance - Contractor shall, at its own expense, provide and maintain during the term of the Agreement, or extension of this Agreement:

<b>Coverage</b>	<b>Limit</b>
A. Workers' Compensation: Statutory, Employer's Liability	\$ 500,000
B. Comprehensive General Liability	
a. Bodily and personal injury(per person/per occurrence)	\$ 500,000
b. Property Damage	\$ 500,000
c. Products Liability and Completed Operations to be maintained for a minimum period of at least two (2) years after project completion	\$ 500,000
d. Independent Contractors Liability	\$ 500,000
e. Contractual Liability	\$ 500,000
C. Automobile Liability (owned, non-owned and hired vehicles)	
a. Bodily and personal injury(per person/per occurrence)	\$ 500,000
b. Property Damage	\$ 500,000

**ATTACHMENT B**  
**COST / PRICING PROPOSAL**

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**Subject: Saint Louis Public Schools**  
**RFP Title – District-Wide Boiler Repair Services**  
**RFP 037-1617**

**Design-Build Contractor**

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

In the event electrical load calculations and/or drawings are required to correctly complete these projects, the Design-Build contractor shall have available a licensed Electrical Engineer capable of providing the necessary technical expertise to advise and provide the guidance and construction documents (in necessary) in order to fully execute this project. **The cost of this service shall be included in the Contractor proposal.**

**Proposed Engineer:**

Company Name: \_\_\_\_\_ Discipline: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

1. The Undersigned Bidder offers and agrees, if this Proposal is accepted, to enter into an Agreement with the Saint Louis Public School District in the form included in the Contract Documents and to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this proposal and in accordance with the Contract Documents.
  
  2. BIDDER has examined and is familiarized with the Instructions to Bidders, all of the other Bidding Documents, and all of the Contract Documents; Bidder has examined the actual site and locality where the Work is to be performed; Bidder has familiarized themselves with the legal requirements (federal, state, and local laws, ordinances, rules, and regulations); Bidder has made independent investigations as they deem
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necessary; and Bidder has satisfied themselves as to all conditions affecting cost, progress, or performance of the scope of work outlined in this RFP.

3. BIDDER accepts all of the terms and conditions as outlined in this RFP.
  4. BIDDER agrees to perform the work in the time specified and accepts the provisions of and assessment of liquidated damages as defined in the General Conditions of the Contract for Construction
    - a) Contract Period – The Contractor shall complete all work required within 180 calendar days.
    - b) If the reason for any delay in the commencement or progress of the Work is not attributed to any of the causes listed in the General Conditions, then the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of **\$1,500 for each calendar day** of delay as liquidated damages. The liquidated damages shall be paid for each day of delay until the Contract Work is Substantially Complete as defined herein.
  5. BIDDER upon acceptance of this bid will execute the Agreement and will furnish the required Contract security and insurance certificates within 5 days after the award of the Contract.
  6. BIDDER agrees to furnish all labor, materials, supplies, equipment, services, and other facilities necessary or proper for, or incidental to, all work as required by, and in accordance with the Contract Documents for this RFP for the lump sum price as noted in the “Base Bid Proposal” section.
  7. Bidders should be advised that, prior to award of any contract, the Saint Louis Public School District reserves the right to conduct a pre-award survey for the purpose of determining the bidder's responsibility and capacity to perform the contract. This survey may include review of subcontracting agreements, financial capacity, and quality of work performed on other contracts.
  8. Bidder agrees to indemnify the Board of Education, Operations Department, Construction Managers and it's Project Managers from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description made, brought or recovered against the Board of Education by reason of any act of omission of the Bidder.
  9. Bidder agrees that in all required bonds, the bidder shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by contract.
  10. Bidder and their subcontractors shall be required to submit weekly certified payroll sheets with their monthly invoices, showing compliance to the Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment.
  11. Bidder agrees that accurate records pertaining to wages paid all workers employed on the contract shall be kept within the state by the contractor and each subcontractor, for a period of one (1) year following the issuance of final payment for the subject work.
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12. Bidder will forfeit a penalty to the St. Louis Public Schools of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing wage rate for any work done under the contract by the contractor or by any subcontractor.
13. Bidder and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.
14. Bidder will forfeit a penalty to the St. Louis Public Schools of \$2,500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, if such employee is employed without the required training.
15. Bidder agrees that during periods of excessive employment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residences of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission) (see Excessive Unemployment section), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, if so certified by the contractor and approved by the contracting officer.
16. Bidder agrees that every transit employer, as defined in section 285.230 RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by that statute.
- 17.

### **ACKNOWLEDGEMENT**

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

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**A. ADDENDA**

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

Addendum No : \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No : \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No : \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No : \_\_\_\_\_ Date: \_\_\_\_\_

**The following describes our cost/pricing proposal to provide services specified in this RFP.**

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

**Repair Service Rates:**

A. Regular Hourly Rates \$ \_\_\_\_\_

B. Overtime Hourly Rates \$ \_\_\_\_\_

C. Weekend and Holiday Rates \$ \_\_\_\_\_

**Annual Increases:**

A. 2018/2019: \_\_\_\_\_%

B. 2019/2020: \_\_\_\_\_%

C. 2020/2021: \_\_\_\_\_%

**2. Optional Proposal**

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

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

\_\_\_\_\_  
**Signature of Authorized Official** **Date**

\_\_\_\_\_  
**Company Name**

**ATTACHMENT C**

**AGREEMENT**

**[Name of Vendor]:**

a) Agrees to have an authorized person execute the “Federal Work Authorization Program Affidavit” attached hereto and deliver the same to The 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)

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

Purchasing Department  
801 North 11<sup>th</sup> Street  
Saint Louis, Missouri 63101

**FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM**

Pursuant to Missouri Revised Statute 285.530, all business entities 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 business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must 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.

Accordingly, your company:

- a) Agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its 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
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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)

