

SCHOOL DISTRICT OF JENNINGS

REQUEST FOR PROPOSAL

RFP TITLE: WOODLAND KITCHEN RENOVATION

RFP # 2020-0001

DATE OF ISSUANCE: **FEBRUARY 10, 2020**

**MANDATORY
PRE-BID CONFERENCE:** **FEBRUARY 24, 2020 at 10:00 A.M.**

**LOCATION OF BIDDER'S
CONFERENCE:** School District of Jennings
Central Office
2559 Dorwood Drive
Jennings, MO 63136

FINAL QUESTIONS DUE: **MARCH 6, 2020 at 4:00 P.M.**

BID DUE DATE: **MARCH 11, 2020 at 1:00 P.M.**

SUBMIT TO: School District of Jennings
Central Office
2559 Dorwood Drive
Jennings, Missouri 63136

Number of copies required: one (1) marked "Original" with tabs corresponding to the required sections listed in this RFP, as appropriate. Original to be submitted in 3-ring binders or binding of some fashion.

If selected as a finalist, an additional two (2) paper copies, along with an electronic copy will be submitted within 48 hours of bid opening.

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RFP # 2020-0001

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Section 1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED PROPOSALS

INTRODUCTION:

The School District of Jennings (the “District”) is seeking the goods and/or services described in Attachment A of the proposal.

NOTICE TO BIDDERS:

Copies of this RFP may be obtained from the District’s website at www.jenningsk12.org, then select “Request for Proposals (RFP)” on the right side of the screen.

The District reserves the right to accept or reject any or all Proposals (as hereinafter defined) and to waive any irregularities. The District also reserves the right to negotiate with selected firms regarding pricing and fee structures. All information included in a Proposal may be incorporated, at the District’s sole option, into the contract 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 on the basis of race, color, religion, age, sex, sexual orientation or national origin.

Section 2. TENTATIVE RFP TIMELINE

The dates and times related to this RFP are listed on the cover page. The District reserves the right to modify the 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 package (envelope or box) shall be plainly marked as **RFP # 2020-0001**, along with the firm or team’s name and the package shall be addressed to:

**School District of Jennings
Central Office
Attn: Michael O’Connell
2559 Dorwood Drive
Jennings, MO 63136**

- 3.2 Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before the bid due date and time. Each Proposal will be date and time stamped upon receipt. 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.
- 3.4 Questions About this RFP** - All questions regarding this RFP shall be made electronically via e-mail in writing and directed to rfp@jenningsk12.org. The subject of the e-mail shall be “QUESTION - RFP # 2020-0001”. 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 date and time listed in Section 2 above shall not be considered or answered. Answers to all properly submitted **written** questions will be posted on the District’s website at www.jenningsk12.org as addenda no later than two working days prior to the due date.
- 3.5 Addenda** - The District may revise this RFP by issuing written addenda. Addenda will be posted to the District’s website at www.jenningsk12.org, then select “Requests for Proposals (RFP)” on the right side of the screen. 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 Jennings School Board prior to an award being final. Awards will be made to the highest scoring 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 Jennings School Board; and B) the agreement has been documented in accordance with Missouri Revised Statutes Section 432.070. After approval by the Jennings School Board, 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** – The successful Bidder shall be required to enter a contract in the form prescribed by the District
- 3.10 Preference for Missouri Products** – The District prefers to purchase those materials, products and supplies, which are produced, manufactured, compounded, made or grown, within the State of Missouri. When they are found in marketable quantities in the State of Missouri, and are of a quality suited to the purpose intended, and can be secured without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts.
- 3.11 Bond** – A Bid Bond or Certified Check made payable to the school district, in the amount of 5% of the Base Bid shall accompany the 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:
- 3.11.1** Licensed pursuant to the Missouri Insurance Code
 - 3.11.2** Listed on the United States Department of the Treasury’s Listing of Approved Sureties (Dept. Circular 570) in the amount of \$5,000,000.
 - 3.11.3** The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.
 - 3.11.4** 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.
 - 3.11.5** All bonds must be written by an insurance company that is rated in the A.M. Best key Rating Guide – Property & Casualty with a policy holder’s rating of “A-“ or better and a Financial size category of Class VII or larger.
- 3.12 Taxes** – FEDERAL EXCISE TAX, TRANSPORTATION TAX, and/or STATE RETAIL TAX SHALL NOT be included in the Proposal, as these taxes do not apply to the District.
- 3.13 Compensation** – Each project will be determined individually based on the duration, timing, complexity, priority, or other relevant factors as determined by the District. The submittal shall include a Rate Schedule detailing the hourly rates of compensation for all

categories of individuals participating on a project. See attachments A and B for further clarification.

- 3.14 Grievances** - Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to the Superintendent, School District of Jennings, 2559 Dorwood Drive, Jennings, Missouri 63136.

Section 4. MANDATORY PRE-BID CONFERENCE

- 4.1** Interested persons or entities shall attend the mandatory Pre-Bid conference (the “Conference”). Attendance is mandatory for responding to this RFP. However, only a representative from each firm that plans to participate is required to attend. At the Conference, a representative from the District will be available to answer questions pursuant to the process set forth in Section 3.4 above.
- 4.3** No communication shall be made with any District employee, other than **via email only to rfp@jenningsk12.org**, regarding this RFP. Violation of this provision may result in the rejection of Proposal.

Section 5. THE PROPOSAL

- 5.1** The Scope of Services for this RFP is set forth in Attachment A.
- 5.2** Qualifications/Certifications/Resume and Operations Plan with Technical Proposal (See attachment A)
The following information should be provided in Part I of the Proposal. The documents should be clearly marked: “Part I – Qualifications”
- 5.2.1** Proposer should provide detailed information addressing each of the following areas:
- 5.2.1.1 Licensing and certification in the field of the requested services;
 - 5.2.1.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 12 months;
 - 5.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 12 months.

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

5.2.2 Please respond briefly, but completely, to the following:

5.2.2.1 Person/Entity Name

5.2.2.2 Address

5.2.2.3 Name and Title of Authorized Representative

5.2.2.4 Telephone Number

5.2.2.5 Fax Number

5.2.2.6 Email Address

5.2.2.7 Include the above information for each person/entity that is part of the project team for this Proposal

5.2.3 Bid Response Elements

5.2.3.1 Entity Qualifications

5.2.3.2 References (other school districts where possible)

5.2.3.3 Brief description of entity's experience with providing the requested services

5.2.3.4 Copies of Licenses and Certifications including, but not limited to, license to conduct business.

5.3 Bid Form – Attachment B

5.3.1 Attachment B must be used for this Part II.

5.3.2 Outline specifically the prices and rates specified in Attachment B.

5.4 Required Documents

The following information should be provided in Part III of the Proposal. The Proposal should be clearly marked: "Part III – Required Documents"

5.4.1 Attachment C - Federal Work Authorization Program Addendum and Affidavit

5.4.2 Attachment D - Bidder Affirmation Form

5.4.3 Attachment E - Bidder Checklist

5.4.4 Attachment F – Statement of MBE/WBE Participation. Our goals are stated in Section 7.

All of the above information will be reviewed and evaluated during the bid evaluation process by the Owner.

Section 6. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

- 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
Total Price and Cost Effectiveness of Proposal	55
M/WBE Participation	20
Prior Experience with the District or other districts	10
Vendor's Experience and Demonstrated Expertise	15
Total Points Possible	100

- 6.2 Bid Opening** – All Proposals received on or before the Proposal Due Date and Time shall be assembled and opened publicly promptly at that time in the District Offices located at 2559 Dorwood Drive, Jennings, Missouri 63136 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.
- 6.4 Contracting** – Upon selection of a Bidder, the District will negotiate a scope of services and other terms and conditions of an agreement with the selected Bidder. If such negotiations are not successful, the District reserves the right to begin negotiations with other respondents.

Section 7. MINORITY PARTICIPATION

- 7.1** The school district is committed to providing minority business enterprises and women business enterprises (MBE/WBE) with an equal opportunity to do business with the Jennings School District. The District has adopted the following goals to address equitable MBE/WBE involvement in the Project.

30% of Contracts to Minority Owned Business
5% of Contracts to Woman Owned Business
30% Minority/Women Field Workforce

- 7.2** The achievement by Bidders of the MBE/WBE participation goals and/ or submission of documentation of efforts to obtain MBE/WBE participation will be considered in the award of all Contracts.

- 7.3** The total dollar value of the Contract to be awarded to a certified MBE/WBE is counted toward achieving the goal. In order to qualify for consideration as an MBE/WBE, a firm must be certified by one of the following:
- 7.3.1** City of Saint Louis/Saint Louis Lambert Airport Authority
 - 7.3.2** Missouri Department of Transportation
 - 7.3.3** Bi State Transit Authority dba METRO
 - 7.3.4** Saint Louis Development Corporation
 - 7.3.5** Saint Louis Minority Business Council
- 7.4** Bidders shall submit the “Statement of MBE/WBE Participation” – Attachment F. If the Bidder is an MBE/WBE firm, Part I should be completed. If the Bidder is not an MBE/WBE firm, Part II should be completed.
- 7.5** The Contractor shall submit a monthly MBE/WBE report describing manpower utilization and amounts paid to MBE/WBE firms with each payment application. Copies of reports shall be provided to the District.

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 located in the city of Jennings 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.

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 the contract. 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.jenningsk12.org under "BoardDocs" on the "Board of Education" section under "BOE Information" in the middle of the screen, then click on "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.
- 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** 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** 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** 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.
- 8.9** Indemnification - The Bidder further agrees to indemnify The Jennings School District, its Board, consultants, agents and employees from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description made, brought or recovered against the Jennings School District by reason of any act or omission of the Bidder.

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 agreement and affidavit is included as Attachment C to this RFP.

Section 10. PREVAILING WAGE

- 10.1 PREVAILING WAGE LAW: All bidders submitting a proposal for this project must comply with the Department of Labor and Industrial Relations of the State of Missouri, pursuant to Section 290.210 to 340 V.A.M.S., which states that prevailing rates of wages shall be paid to all workers (as defined by Annual Wage Order #22, and associated Incremental Wage Increases).**
- 10.2** In all required bonds, the Contractor shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by contract.
- 10.3** Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under this contract, shall be paid to all workers performing work under the contract.

- 10.4** Contractor and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, showing compliance to the above Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment.
- 10.5** 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.
- 10.6** The contractor will forfeit a penalty to the Jennings School District 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.
- 10.7** The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.
- 10.8** The contractor will forfeit a penalty to the Jennings School District of \$2,500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
- 10.9** Every transient 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:
- 10.9.1** The notice of registration for employer withholding issued to such transient employer by the director of revenue;
 - 10.9.2** 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;
 - 10.9.3** 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.
- 10.10** Jennings School District seeks to ensure that the highest quality workmanship will be performed on the project and requires the Contractor to use a qualified Project Superintendent at all times that work is being performed on the job site.

ATTACHMENT A

**RFP TITLE: WOODLAND KITCHEN RENOVATION
RFP # 2020-0001**

Scope of Work

This project is the upgrade and renovation of the kitchen area of Woodland Elementary in the Jennings School District. The project will include all necessary labor and materials, demolition, debris removal, reconstruction, equipment removal and replacement, flooring, electrical, ceiling work, relocation of HVAC vents, painting, clean up, installation and necessary equipment.

ATTACHMENT B

**RFP TITLE: WOODLAND KITCHEN RENOVATION
RFP # 2020-0001**

BID FORM

TOTAL COST \$ _____

Signature of Authorized Official

Date

Company Name

ATTACHMENT C

**RFP TITLE: WOODLAND KITCHEN RENOVATION
RFP # 2016-0001**

E-VERIFY AGREEMENT AND AFFIDAVIT

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 Jennings School (“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 C
RFP TITLE: WOODLAND KITCHEN RENOVATION
RFP # 2016-0001
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 the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)
For _____ (company name)
Title: _____

STATE OF MISSOURI
COUNTY OF _____

On this ____ day of _____, 20____, before me, _____, a Notary Public in and for such County and State, personally appeared _____ of _____, known to me to be the person who executed the affidavit on behalf of said _____ and acknowledged to me that he or she executed the same for the purposes therein stated. Subscribed and affirmed before me this ____ day of _____, 20____.

Notary Public

My commission expires on: _____

ATTACHMENT D

**RFP TITLE: WOODLAND KITCHEN RENOVATION
RFP # 2020-0001**

BIDDER AFFIRMATION FORM

NAME OF BIDDER: _____

After careful consideration of the solicitation document in its entirety, Request for Proposal for RFP identified above 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

ATTACHMENT E
STATEMENT OF MBE/WBE PARTICIPATION

CONTRACTOR: _____

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

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

_____ A MINORITY BUSINESS ENTERPRISE _____ A WOMAN BUSINESS ENTERPRISE

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

_____ Saint Louis Lambert Airport Authority _____ Saint Louis Minority Business Council

_____ Missouri Department of Transportation

_____ BiState Transit Authority dba METRO _____ Saint Louis Development Corporation

PART II: (COMPLETED AND SIGNED BY NON-M/WBE BIDDER)

MWBE SUB-CONTRACTOR	TYPE OF WORK	BID AMOUNT	AMOUNT TOWARD GOAL

TOTAL: _____

MBE SUB-CONTRACTOR PARTICIPATION: _____ %

WBE SUB-CONTRACTOR PARTICIPATION: _____ %

MINORITIES WORKING FOR COMPANY: _____ %

WOMEN WORKING FOR COMPANY: _____ %

MINORITIES WORKING ON JOB SITE: _____ %

WOMEN WORKING ON JOB SITE: _____ %

THE UNDERSIGNED CERTIFIES THAT IT IS AN M/WBE FIRM OR WILL MEET THE PRECENTAGES IDENTIFIED IN PART II ABOVE.

CONTRACTOR: _____

BY: _____ DATE: _____

ATTACHMENT F

**RFP TITLE: WOODLAND KITCHEN RENOVATION
RFP # 2016-0001**

BIDDER CHECKLIST

- () Submitted all information as requested.
- () Signed and dated Cost/Pricing Proposal.
- () Signed and notarized E-Verify Agreement and Affidavit
- () Signed Bidder Affirmation Form (by an authorized official of the company).
- () Signed MBE/WBE participation form
- () No conditions or restrictions have been placed by the company on this Proposal that would declare it non-responsive.
- () Submitted a copy all certificates and license including, but not limited to, the license (to conduct business.
- () Submitted Federal Tax Identification Number: _____
- () Prepared to provide documentation of the insurance required.

Signature of Authorized Official

Date

Company Name