

INFORMATION FOR BIDDERS
AND
SPECIFICATIONS
FOR
GROUNDS MAINTENANCE EQUIPMENT
REPAIR SERVICES
SEPTEMBER 2019 – AUGUST 2022

CITY OF ST. LOUIS

WATER DIVISION

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**INFORMATION FOR BIDDERS
FOR
GROUNDS MAINTENANCE EQUIPMENT REPAIR SERVICES**

I. SOLICITATION:

The City of St. Louis ("City") invites Bids from qualified bidders to provide grounds maintenance equipment repair to its Department of Public Utilities - Water Division. Following the Information for Bidders are the Bid Documents and additional forms and attachments all bidders are required to complete and submit as a part of their bid.

The City's objective in this Solicitation is to secure a grounds maintenance equipment repair services contractor who will provide first class, high quality, responsive, cost effective service, and is also responsive to the City's goals for minority and women owned business enterprise participation.

It is the policy of the City of St. Louis to provide disadvantaged, minority, and women owned businesses the maximum opportunity to participate in contracting opportunities. To that end and in accordance with the Mayor's Executive Order on Minority and Women-Owned Business participation on City Contracts as amended in regard to Service Contracts, a goal of 25% Minority-Owned Business Enterprise and 5% Women-Owned Business Enterprise participation has been established in connection with this Solicitation.

This solicitation is not to be construed or interpreted as a contract or a commitment of any kind by the City; nor does it commit the City to pay for any costs incurred by a bidder in the submission of a bid, evaluating the possibility of submitting a bid, or for any cost incurred prior to the City's issuance and full execution of a formal written Notice to Proceed to the successful bidder.

II. DEFINITIONS:

The following words and phrases shall have the following meanings when used throughout this solicitation:

- A. "City" means the City of St. Louis, a municipal corporation of the State of Missouri.
- B. "City Representative" means the Water Commissioner of the City of St. Louis Water Division or her/his authorized or designated representative.
- C. "Contractor" means the successful bidder selected in accordance with this solicitation. Successful Bidder and Contractor are interchangeable in the Information for Bidders herein, the General Specifications, the Bid Documents, and in the subsequent service contract.

- D. "Standard Rate" means those hours worked between the hours of 6:00 a.m. and 5:00 p.m. Central Time, Monday through Friday, except holidays.
- E. "After Hours Rate" means the period of time between the hours of 5:01 p.m. and 5:59 a.m. Monday-Friday. The period will also include the time from 5:01 p.m. Friday until 11:59 pm Saturday.
- F. "Sunday and Holiday Rate" means all Sundays and Major Holidays between 12:00 a.m. and 11:59 p.m.
- G. "Holiday" means New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and all other days designed as holidays by the Mayor of the City of St. Louis.
- H. "Scheduled Service" means the City Representative has notified the Contractor to perform services prior to one(1) working days to commencement of work by Contractor.
- I. "Unscheduled Service" means the City Representative has not notified the Contractor to perform services prior to one(1) working days prior to commencement of work by Contractor.
- J. "Job Site" / "On the Job" means one of the City of St. Louis Water Division's facilities or the Contractor's repair shop.

III. SCOPE OF WORK:

- A. The Contractor shall furnish all necessary supervision, labor, equipment, tools, etc. make modifications, additions, perform maintenance, inspect, test and repair grounds maintenance equipment whenever required by the Water Division. The work shall include but not be limited to:
 - 1. Mowing equipment, i.e zero-turn, walk-behind and push mowers
 - 2. Commercial hand power equipment, i.e., blowers, weed eaters, chain saws, etc.
 - 3. Misc. power equipment, i.e. small pumps, generators, etc.

NOTE: The equipment will either be picked-up and delivered by the Contractor or delivered and picked-up by the City.

IV. BIDDER'S QUALIFICATIONS:

The Bidder (and any proposed subcontractors) must possess and maintain a valid City of St. Louis Business License at the time of execution of the contract, and their taxes must be current.

V. BID SUBMISSION REQUIREMENTS:

Fully complete sealed bids must be submitted on the bid submission documents supplied as a part of this Solicitation to:

**Attn: Water Commissioner
1640 S. Kingshighway
St. Louis, MO 63110**

The words “**BID FOR GROUNDS MAINTENANCE EQUIPMENT REPAIR SERVICES**” must be plainly written across the face of the envelope. **Bids received after the due date and time of July 15, 2019 at 10:00 a.m., or not delivered to the designated point will not be considered.**

The bid must be properly signed by the bidder’s duly authorized representative possessing such authority to submit bids, tender proposals, make offers, and enter into contracts on behalf of the bidder. Where the bidder is a corporation, the corporate secretary shall duly attest to the bidder’s signature and authority. Where the bidder is a partnership, bid must be signed by one of the authorized partners or by an attorney-in-fact. If signed by an attorney in fact, a power of attorney must be attached evidencing such authorization.

A. Disqualifications

More than one bid from a bidder under the same or different names will not be considered. Reasonable grounds for believing that a bidder has an interest in more than one bid will cause the rejection of all bids in which the bidder has an interest. One or all bids will be rejected if there is reason for believing collusion exists among bidders and no participant in such collusion will be considered in future bids for providing this service. Bids will not be accepted from any bidder that has failed to perform faithfully any previous contract with the City.

B. Right to Reject Bids

The City reserves the right to reject any bid which, in the City’s opinion, the bidder does not have adequate qualifications, any conditioned bid, any bid with erasures, alterations, or alternatives, any bid not accompanied by all the items identified on the Bidder’s Checklist, or any bid submitted without the required bid information. In addition, any bid not in compliance with the procedural requirements for submitting a bid as set forth in this solicitation and the preceding cover letter, shall be rejected. The City reserves the right to reject any or all bids and to advertise for new bids. The City, however, reserves the right to waive minor irregularities and formalities. The City also reserves the right to establish a cure period, in the event that all bidders have not submitted the required bid information for the purpose of obtaining complete bid submittals.

C. Bidders Responsible for Bid and Investigations of Conditions

The bidder shall carefully examine the entire contents of this bid solicitation including

any attachments, addenda, and shall judge for itself all circumstances and conditions affecting the bidder's bid. The bidder shall further evaluate to bidder's complete satisfaction as to the conditions and limitations under which the work is to be performed, including, without limitation, (1) location, conditions, layout, and nature of the work sites and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, and (4) availability and cost of materials, tools, and equipment. Bidder hereby warrants, covenants, and agrees that the submission of a bid shall be construed to mean that the bidder has made all necessary examinations and investigations, and will fulfill and comply with all requirements and provisions as set forth herein, and as set forth in the subsequent contract to be executed by the successful bidder and the City and is entirely and completely familiar with and understands all such requirements and provisions.

All information or data in this document and any subsequent addenda, while believed to be reliable, are to be used by the bidder at its sole risk, and the City does not accept any responsibility or liability in any fashion for its use in structuring a bid by any bidder in a response to this bid package.

D. Questions

Should the bidder find an error, discrepancy in, or omission from the Information for Bidders and/or specifications, or should the bidder be in doubt as to its meaning or intent, the bidder shall notify the City Representative in writing at once, and not later than five (5) calendar days prior to the bid due date herein specified. The City Representative will then distribute written responses as needed by Addenda to all prospective bidders of record. The City is not responsible for oral instructions.

VI. TERM:

The term of the agreement is anticipated to begin **September 1, 2019** and terminate **August 31, 2022** unless terminated sooner or extended later as provided in the Contract.

VII. WORKMANSHIP:

All work shall be performed by skilled personnel and directly supervised by the Contractor/Owner. All work performed under the contract shall be in accordance with the best practices of the trade, and shall comply with all applicable codes. Technicians shall be qualified and appropriately licensed as required in the respective trades.

VIII. SERVICE HOURS:

The Contractor shall provide regular service from 7:00 a.m. to 5:00 p.m. Monday through Friday as scheduled in advance with the City Representative and on an emergency basis 24 hours a day, 7 days a week to include weekends and holidays.

IX. PAYMENT:

Invoices must not contain any terms, provisions, or conditions, which are in addition to or in conflict with the Contract. Further, all purchases and charges pursuant to this Contract are tax exempt. Therefore, no tax is to be passed through or billed to the City or included within fixed lump sum charges in any manner, whatsoever. No charges of any kind shall apply other than those specified on attached Page B-1. Any invoice not including the correct documentation will be returned for proper submission on the following billing cycle.

For Work where Time and Material Charges apply, the Contractor shall submit an invoice for each calendar month in which service was completed as requested and/or approved by the City. Invoices are due no later than two weeks after completion for the work performed. Each invoice shall itemize labor (with attached copies of signed service tickets showing job-site arrival and departure times) and material charges accordance with attached Pages 21 and 22, including the date(s) work were performed. The invoice shall contain line items of daily labor man-hours, materials, equipment rental, and markup. Copies of distributors' invoices must be attached for all materials and equipment rental. All Requests for Payment, if requested by the City, must also be accompanied by completed "Contractor's Affidavit Regarding Settlement of Claims", "Contractor Payroll Records", "Compliance with Prevailing Wage Affidavit", and "Waiver of Claim" forms supplied by the City. Invoices will not be processed without this information supplied on said forms. Additional Time and Material Charges must be approved by the City at least on a "Not to Exceed" basis prior to commencement of such work.

X. PERFORMANCE AND PAYMENT BONDS:

None required.

XI. PRECAUTIONARY MEASURES:

Contractor shall exercise every precaution to prevent injury to persons or damage to property and avoid inconvenience to employees, customers, and other users of the City streets and facilities.

XII. RULES AND REGULATIONS:

Contractor shall comply with all appropriate federal, state, and local governmental laws and regulations as well as rules and regulations of the City.

XIII. ACCESS TO FACILITIES:

The City will provide access and the right of ingress and egress to all work areas designated for pickup or delivery.

XIV. PURCHASES EXEMPT FROM SALES TAX:

Purchases of tangible personal property, materials and equipment rental to be incorporated into or consumed relative to this Contract are not subject to Missouri sales tax and may be made on a sales tax-exempt basis. Said purchases may not be made until a Notice to Proceed is forthcoming from the City Representative and a Tax Exempt Certificate has been issued. The City will not be liable for any taxes collected from and/or paid by the Contractor or any subcontractor on purchases or rental equipment regardless of whether or not a Tax Exempt Certificate has been issued to them.

At the time the City issues its Notice to Proceed, the City Representative will furnish the Contractor awarded this Contract an Exemption Certificate authorizing such purchases for the project be on a sales tax-exempt basis. The Contractor shall forward a copy of the Exemption Certificate to all subcontractors. Any Contractor or subcontractor purchasing materials shall present a copy of such Exemption Certificate to all material suppliers as authorization to purchase all tangible personal property and materials to be incorporated into or consumed relative to this Contract only and no other on a sales tax-exempt basis. The purchasing Contractor shall retain all invoices for property purchased under the Exemption Certificate for a period of five years from the completion of the work performed pursuant to the Contract.

The Exemption Certificate will remain in force until the expiration date indicated thereon. No purchasing Contractor or subcontractor shall make any sales tax-exempt purchases for this project after the expiration date or extension thereof. The Contractor purchases will request in writing to the City Representative at least thirty (30) days prior to the expiration date in effect for the Exemption Certificate any extensions to the expiration date that may be required to purchase additional materials necessary to complete the work being performed pursuant to the Contract.

Purchases made pursuant to this section shall be in accordance with all applicable taxes and regulations including Section 144.062 of the Missouri Revised Statutes and the Missouri Department of Revenue Administration 12 CSR 10-3.388 basis

XV. LICENSE / TAXES:

Approval and execution of all contracts with the City and subsequent payments thereon are conditioned upon all business activities, including general contracting work, being properly licensed by the License Collector of the City, and that the payment of all City Taxes being current with the office of the Collector of Revenue of the City. Bidders may contact the following individuals to pre-verify that the foregoing is indeed current:

License Collector: Ms. Dawn Gann-Cruz, Room 104, City Hall, (314) 622-4528

Collector of Revenue: Mr. Christopher Ellison, Room 110, City Hall, (314) 622-3541

**CITY OF ST. LOUIS
WATER DIVISION**

GENERAL SPECIFICATIONS

GROUNDS MAINTENANCE EQUIPMENT REPAIR SERVICES

I. PROTECTION OF PUBLIC:

The Contractor shall, in furnishing services as specified, exercise every precaution to prevent injuries to persons or damage to property and avoid inconvenience to the employees, customers, and all users of public roadways and facilities.

II. INSURANCE & INDEMNIFICATION

The successful bidder will be required to execute a contract within ten (10) calendar days of notice of award.

A. INSURANCE

The contractor shall procure and maintain during the life of this contract, Workmen's Compensation Insurance in the amount as required by the Statutes of the State of Missouri, Commercial General Liability Insurance, and Automobile Liability Insurance the limits of which shall not be less than the following:

- | | |
|--|-------------|
| 1. Commercial General Liability: | |
| Each occurrence | \$2,000,000 |
| General Aggregate | \$3,000,000 |
| | |
| 2. Automobile Liability: | |
| Combined Single Limit
(each accident) | \$2,000,000 |

The minimum limits as set forth above shall not be construed to limit the liability of the Contractor. Certificates attesting to the coverage as called for in this contract, and **naming the City of St. Louis as additional insured**, shall be submitted with the signed Contract. The insurance afforded by the Contractor shall be primary insurance and non-contributory. Upon request, the Contractor shall promptly furnish the City with a complete copy of these policies.

In the event of cancellation of any policy required by this contract by Insurance Company, said Insurance Company shall inform the Office of the Water Commissioner by written notification of said cancellation or alteration in coverage before cancellation or alteration becomes effective. Notice shall be delivered to the Owner at the Office of the Water Commissioner.

In the event of cancellation of any policy required by this contract by the Contractor, said Contractor shall notify the Office of the Water Commissioner in writing and receipt thereof shall

be received by the Office of the Water Commissioner 30 days before such cancellation is effective. Notice of cancellation shall be directed to the Owner at the Office of the Water Commissioner.

If any policy is cancelled before the contract work is complete, Contractor shall ensure that a satisfactory replacement policy be in force, with notice and evidence of insurance submitted to the City, prior to the effective date of cancellation of the former policy. There shall be no lapse of coverage at any time during the project.

Any insurance provider issuing said certificate of insurance must be authorized to transact business in the State of Missouri.

B. INDEMNIFICATION

The Contractor shall defend, indemnify, and hold harmless the City, its officials, agents and employees from any and all loss, damages, costs, expenses, claims and causes of action (collectively, "Loss") which may be imposed upon or asserted against City, its officials, or employees where such Loss is caused or incurred, or alleged to be caused or incurred, in whole or in part as a result of the negligence or other actionable fault of Contractor, its employees, subcontractors or affiliates. This indemnity shall apply notwithstanding the joint, concurrent, contributory or comparative fault or negligence of the City or any third party. Nothing in this section shall be deemed to impose liability on Contractor to indemnify City when the City's negligence or other actionable fault is the sole cause of Loss.

Contractor further agrees to defend, indemnify and hold harmless the City, its officials, agents and employees against all claims, liens, demands or suits which may be asserted by any subcontractor, supplier, agent, or employee of Contractor relating to the Project.

In the event full indemnity pursuant to this section is unenforceable under any law, Contractor and City shall bear any Loss in proportion to their respective fault.

III. CANCELLATION:

The City retains the right to cancel the contract upon thirty (30) days written notice to the Contractor, if the Contractor should fail to properly keep any term, covenant, or condition of the contract; or, if the quality of service should fall below the specified standards; or, if the Contractor should willfully fail to render the amount of service required.

The Contractor shall have the right to cancel the contract upon thirty (30) days written notice to the City, without penalty, if the City should fail to keep any of the provisions of the contract.

Notwithstanding anything to the contrary herein, it is expressly understood by the parties hereto that the contract shall terminate upon the failure of budgetary appropriations with no resulting liability to the City.

IV. ASSIGNMENT OR TRANSFER:

Performance of these services or any part thereof cannot be subcontracted, assigned, or transferred by the Contractor without written prior consent of the Office of the Water Commissioner and any failure to so comply shall be deemed cause for termination of the contract.

V. AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION:

- A. Contractor agrees during performance under the contract, that discrimination will not be permitted against any employee, worker, or applicant for employment because of race, creed, color, religion, national ancestry or origin.
- B. Contractor agrees during performance under the contract, that all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the contractor, state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, national origin or ancestry.
- C. Contractor agrees during performance under the contract, that should it be determined by the Contractor or City that Contractor will be unable to conform to the approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, will notify the Fair Employment Division of the St., Louis Council on Human Relations within ten days as to the steps to be taken by the Contractor to achieve the provisions of this program.
- D. Contractor will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- E. In the event of the Contractor's non-compliance with the nondiscrimination clauses of the contract, or to furnish information or permit records and accounts to be inspected, within twenty days from the date requested, the contract may be canceled, terminated, or suspended in whole or part and contractor may be declared ineligible for further City contracts for a period of one year, by the option of the City of St. Louis; provided further in the event the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the contractor shall have no claim for any damages against the City.
- F. Contractor further agrees that these clauses (A thru E) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by contractor in all contracts or agreements entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with the contract.

G. Whenever the Contractor is sued or threatened with litigation by a subcontractor vendor, individual, group or association, as a result of compliance with the clauses (A thru F) of these provisions relating to fair employment practices, such contractor shall notify the City Counselor in writing of such suit or threatened suit within ten days.

H. The contractor must submit evidence to the City of St. Louis' Water Commissioner stating that contractor has complied with the City's requirements for an affirmative action program as required by the Mayor's Executive Order on Equal Opportunity in Employment.

VI. LIVING WAGE REQUIREMENTS:

Bidders are hereby advised that the St. Louis Living Wage Ordinance #65597 and associated Regulations may apply to the service for which bids are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the successful bidder and the City must be paid a minimum of the applicable Living Wage rates as set forth in the Living Wage Bulletin, and, if the rates are adjusted during the term of the contract pursuant to the Ordinance, applicable rates after such adjustment is made. Each bidder must submit the "Living Wage Acknowledgement and Acceptance Declaration" with the bid. Failure to submit this Declaration with the bid will result in rejection of the bid. A successful bidder's failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the contract and the imposition of additional penalties as set forth in the Ordinance and Regulation.

Copies of the Ordinance and Regulations are available upon request from Ms. LaQueta Russell-Taylor, M.S., M.A., at the Certification and Compliance Office, DBE Program Office, P.O. Box 10212, 10701 Lambert International Blvd., St. Louis, Missouri 63145, Phone 314-426-8185, or can be accessed at <http://www.mwdbe.org/livingwage/>

VII. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION TRAINING.

Not applicable.

VIII. UNAUTHORIZED ALIEN EMPLOYEES.

The Contractor, shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by **sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program with respect to the employees working pursuant to this contract. Contractor shall maintain such enrollment and participation at least throughout the term of this Contract and further shall not knowingly employ any person who is an unauthorized alien pursuant to this contract relative to the aforementioned Statutes.

IX. LITIGATION AND VENUE:

The City reserves the right, at its sole discretion, to disqualify or refuse to accept any bid or proposal from any potential contractor or subcontractor that is a party to litigation against the City or was adverse to the City in past litigation.

This contract shall be governed by and construed in accordance with the Laws of the State of Missouri, excluding its conflicts of law principles. It is further agreed that any action at law, suit in equity or other judicial proceeding to enforce or construe this contract or regarding its alleged breach, shall be instituted in the Circuit Court of St. Louis City, Missouri (22nd Circuit).

X. MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION:

A. Definitions:

As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise" or "WBE" are defined as follows:

1. "Minority Business Enterprise" or "MBE" means a small business concern as defined in Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a minority or, in the case of a corporation, at least 51 percent of the stock or which is owned by one or more individuals who are minorities; and whose management and daily business operations are controlled by one or more individuals who are Asian American, Black American, Hispanic American or Native American; and located in the Metropolitan St. Louis Area.
2. "Women Business Enterprise" or "WBE" means a small business concern as defined in the Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a woman or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more individuals who are women; and located in the Metropolitan St. Louis Area.

B. Policy:

It is the policy of the City of St. Louis to ensure the maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services to the City, its departments, agencies and authorized representative and to all entities receiving City funds or City-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub-recipients through the competitive bidding process. The provisions of this Policy shall apply to all contracts awarded by the City, its departments and agencies and to all recipients of City funds or

City-administered government funds and shall be liberally construed for the accomplishments of its policies and purposes.

C. Goal:

A goal of 25% MBE and 5% WBE utilization has been established in connection with the contract. This goal is based on the original contract amount and remains in effect throughout the term of this contract. If an award of the contract is made and the MBE/WBE participation is less than the contract goal, the Contractor shall continue good faith efforts throughout the term of the contract to increase MBE/WBE participation and to meet the contract goal. Please note, Contractors which have been certified as either an MBE or WBE are still required to meet both portions of the established goal.

D. Obligation:

The Contractor agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis provided under the contract agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by the City of St. Louis.

E. Eligibility:

Contractor should contact the DBE Program Office at 10701 Lambert International Blvd, RoomMT-1296 St. Louis, Missouri 63145, or by calling (314) 426-8111, to confirm eligibility. A current directory of eligible certified MBEs/WBEs indicating the specialty under which each MBE/WBE is certified is available online at <http://www.mwdbe.org> under the Business Profile Directory link.

F. Counting MBE/WBE Participation Toward Goals:

MBE/WBE participation towards the attainment of the goal will be credited on the basis of the total subcontract prices agreed to between the contractors and subcontractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan.

G. Post Award Compliance:

If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Contractor of the responsibility to continue good faith efforts to maximize participation of MBEs/WBEs during the term of the contract.

H. Substitution of MBE/WBE Firms after Award:

The Contractor shall conform to the scheduled amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Contractor shall immediately notify the City of St. Louis Office of the Commissioner prior to replacement of the firm.

I. Good Faith Efforts:

When the MBE/WBE goal cannot be met, the Contractor shall document and submit justification utilizing the form titled "Contractor's Good Faith Efforts Report" and provide a statement as to why the goal could not be met.

J. Award Procedure and Documentation:

The Contractor is required to submit with its bid the following information to demonstrate the Contractor's intended participation by MBEs or to demonstrate that good faith efforts have been made to attain the MBE/WBE goal. The information to be furnished shall consist of:

- a. The names and addresses of the MBE/WBE firms to be used on contract.
- b. A list of bid items of work to be performed by the MBE/WBE.
- c. The dollar value of the work to be performed or goods and services provided by the MBE/WBE or the Contractor's Good Faith Efforts Report and a statement as to why the goal could not be met.

K. Record Keeping Requirements:

The Contractor shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City of St. Louis Division of Equipment Services to determine compliance with the MBE/WBE contract obligations. The City of St. Louis Office of the Water Commissioner reserves the right to investigate, monitor and/or review actions, statements, and documents submitted by any contractor, subcontractor, or MBE/WBE.

L. Reporting Requirement:

The Contractor shall submit quarterly reports on MBE/WBE involvement to the City of St. Louis Division of Water Division. Actual payments to MBEs/WBEs will be verified. These reports will be required until all MBE/WBE subcontracting activity is complete or the MBE/WBE goal has been achieved.

- M. **Applicability of Provisions to MBE/WBE Contractors:**
These provisions are applicable to all contractors including MBE/WBE contractors. A bid submitted by a MBE/WBE contractor shall be presumed to have met the prescribed goal. If the MBE/WBE contractor intends to sublet any portion of the contract, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

**CITY OF ST. LOUIS, WATER DIVISION
BID FOR
GROUNDS EQUIPMENT MAINTENANCE REPAIR SERVICES**

LABOR BID

The Undersigned understands all the requirements of the work set out in the "Information for Bidders" and the "General Specifications" of the bid package for this GROUNDS EQUIPMENT MAINTENANCE REPAIR SERVICES Contract and agrees to perform the work for the following amounts:

The Undersigned, _____ acting on behalf of _____, the Bidder, understands all the requirements of the work set out in the "Information for Bidders" and the "General Specifications" of the bid package for this Grounds Maintenance Equipment Repair Services Contract and agrees to perform the work for the following amounts:

FOR THE PERIOD – September 1, 2019 TO August 31, 2020

Bid for Standard Rate	\$ _____ per hour
Bid for After Hours Rate	\$ _____ per hour
Bid for Sunday & Holiday Rate	\$ _____ per hour
Bid for Delivery or Pick-up (one way)	\$ _____ per episode

FOR THE PERIOD – September 1, 2020 TO August 31, 2021

Bid for Standard Rate	\$ _____ per hour
Bid for After Hours Rate	\$ _____ per hour
Bid for Sunday & Holiday Rate	\$ _____ per hour
Bid for Delivery or Pick-up (one way)	\$ _____ per episode

FOR THE PERIOD – September 1, 2021 TO August 31, 2022

Bid for Standard Rate \$_____ per hour
Bid for After Hours Rate \$_____ per hour
Bid for Sunday & Holiday Rate \$_____ per hour
Bid for Delivery or Pick-up (one way) \$_____ per episode

Rates hereby include all salary related expenses, including, without limitation, travel and fuel costs/reimbursement, all general and administrative overhead, design, engineering and profit. No other mark-ups, service charges, or surcharges of any kind will be allowed to these rates. “Per Hour” is understood and agreed to be the actual time a person is working on the job and shall include travel time.

MATERIALS & EQUIPMENT RENTAL BID

Percent mark-up which for overhead and profit over distributor’s/supplier’s invoice for Materials and Equipment Rental Bid (which accurately reflects Bidder’s cost):

_____ % Mark-Up

NOTE: Anything over 15% will be considered excessive and not considered

Equipment Rental rates shall not exceed current rates as listed in the Rental Blue Book for Construction Equipment.

(Signature of Authorized Official & Title) Date

(Printed Name of Authorized Official) Federal I.D. #

Company Name, Complete Address

BIDDER'S CHECKLIST

Include this completed sheet with bid package

Place a check mark next to listed items to indicate that form has been completed and included in bid submittal package

1. _____ **Signed Original Bid Form (from supplied Bid Documents)**
2. _____ **Notarized Original Operator Certification Letter**
3. _____ **Completed MBE/WBE Utilization Plan**
4. _____ **Completed MBE/WBE Contractor's Good Faith Efforts Forms**
5. _____ **Living Wage Form**
6. _____ **Unauthorized Alien Employees Affidavit**

COMPLETE THIS FORM
AND RETURN WITH PROPOSAL

DEPARTMENT OF THE PUBLIC UTILITIES, WASTE DIVISION
SUBCONTRACTOR AND MATERIAL/EQUIPMENT SUPPLIERS LIST

PROPOSED SERVICE _____

GENERAL CONTRACTOR: _____ M/WBE #, if applicable _____

On the spaces below please list **ALL** subcontractors and suppliers, including minority and women-owned firms, proposed for utilization on this project. Work to be performed by the apparent low bidder is to be included.

FIRM NAME AND ADDRESS	MBE/WBE # IF APPLICABLE	FEDERAL I.D. #	TYPE OF WORK	DOLLAR VALUE

TOTAL \$ AMOUNT MBE PARTICIPATION, INCLUDING GENERAL CONTRACTOR IF A MBE: \$ _____ %

TOTAL \$ AMOUNT OF WBE PARTICIPATION, INCLUDING GENERAL CONTRACTOR IF A WBE: \$ _____ %

TOTAL \$ AMOUNT OF GENERAL CONTRACT: \$ _____

GENERAL CONTRACTOR AUTHORIZED SIGNATURE

DATE

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

CONTRACTING AGENCY: _____

PROPOSED SERVICE : _____

NAME OF PRIME CONTRACTOR: _____

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

FIRM NAME, ADDRESS, PHONE # CONTACT PERSON	BID ITEM(S) OF WORK TO BE PERFORMED AND/OR MATERIALS SUPPLIED	BID AMOUNTS	DATE AND METHOD OF SOLICITATION	COMMENTS: REASON REJECTED

 PRIME CONTRACTOR AUTHORIZED SIGNATURE

 DATE

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**ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ACKNOWLEDGEMENT & ACCEPTANCE DECLARATION**

Contracting Agency: Department of Public Utilities, Water Division

Agency Contract No.: NA

Bidder's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Bidder or Proponent, I hereby acknowledge that the Bidder/Proponent understands that the contract or agreement that will be executed with a successful Bidder/ Proponent pursuant to this solicitation is subject to the St. Louis Living Wage Ordinance and the Regulations associated therewith. The Bidder/Proponent hereby agrees to comply with the Ordinance and the associated Regulations if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the Bidder or Proponent.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2018

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$12.99** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$17.40** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$4.41** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2018**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.mwdbe.org> or obtained from:

City Compliance Official
Lambert-St. Louis International Airport
Office of Business Diversity Development
P.O. Box 10212
St. Louis, Mo 63145
(314) 426-8111

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ (**Name**) who, by me being duly sworn, deposed as follows:

My name is _____ (**Name**), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (**Position/Title**) of _____. (**Contractor**)

I have the legal authority to make the following assertions:

1. _____ (**Contractor**) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, _____ (**Contractor**) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: