

REQUEST FOR PROPOSAL #24RFP006

INFORMATION FOR RESPONDENTS FOR

BOOM TRUCKS AND MOBILE CRANE EQUIPMENT SERVICES

**CITY OF ST. LOUIS WATER DIVISION OF THE
DEPARTMENT OF PUBLIC UTILITIES**

RFP Opening Date: 04/24/2024 at 10:00 a.m. central time.

RFP Closing Date: 05/28/2024 at 3:00 p.m. central time.

Any questions about this RFP must be submitted in writing and should be sent to Pamela Kuehling at pkuehling@stlwater.com. Questions should be received by May 13, 2024. Questions and answers will be posted on the City webpage www.stlouis-mo.gov/government/procurement/rfp# to ensure transparency in the process. No written or verbal contact is allowed between any other potential respondents, or with any personnel of the City of St. Louis.

All RFP packages should be mailed to Director of Public Utilities, 1640 S. Kingshighway, St. Louis, MO 63110-2285 or emailed to **rfp@stlwater.com** no later than 3:00 p.m. central time on the above RFP closing date. Late or incomplete responses will not be accepted for any reason.

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INFORMATION FOR PROPOSALS

FOR BOOM TRUCKS AND MOBILE CRANE EQUIPMENT SERVICES CONTRACT

I. SOLICITATION:

The City of St. Louis Water Division ("City") invites Proposals from qualified respondents to provide boom trucks and mobile crane equipment services. Following the Information for Proposals section are the Proposal Documents and additional forms and attachments all respondents are required to complete and submit as a part of their proposal.

The City's objective in this Solicitation is to secure a boom trucks and mobile crane equipment 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. The City plans to choose only one contractor for this service.

The work contemplated is professional in nature. It is related to the provision of public works and public works improvements. It is understood that the respondent acting as an individual, partnership, corporation, or other legal entity is of professional status and licensed to perform in the United States of America, the State of Missouri, and the City of St. Louis for all applicable professional discipline(s) requiring licensing and will be governed by professional ethics in its relationship with the City. It is also understood that all reports, information, or data prepared or assembled by the respondent under a contract awarded pursuant to this RFP may be subject to transparency or applicable sunshine laws. The respondent may be asked to verify financial solvency and ability to competently perform for each of its members if a joint venture, its employees, or agents of any tier.

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 any contract based on this RFP will comply with the Professional Services section of Ordinance 70767 regarding Minority and Women-Owned Business participation on City Contracts.

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 respondent in the submission of a proposal, evaluating the possibility of submitting a proposal, or for any cost incurred prior to the City's issuance and full execution of a formal written Contract to the successful respondent.

II. DEFINITIONS:

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

A. "City" means the Water Division of the Department of Public Utilities of the City of St.

Louis, a municipal corporation of the State of Missouri.

- B. "City Representative" means the Director of Public Utilities of the City of St. Louis or their authorized or designated representative.
- C. "Contractor" means the successful respondent selected in accordance with this solicitation. Successful Respondents and Contractors are interchangeable in the Information for Respondents herein, the General Specifications, the Proposal Documents, and in the subsequent service contract.
- D. "Holiday" means New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and all other days designed at holidays by the Mayor of the City of St. Louis.
- E. "Scheduled Service" means the City Representative has notified the Contractor to perform services ten (10) working days prior to commencement of work by Contractor.
- F. "Unscheduled Service" means the City Representative has not notified the Contractor to perform services ten (10) working days prior to commencement of work by Contractor.

III. SCOPE OF WORK:

The selected contractor shall furnish all necessary supervision, labor, tools, and equipment to make modifications, additions, perform maintenance, inspect, test and repair Water Division boom trucks and crane equipment. The work shall include all necessary manpower, tools, materials, equipment, licenses, and any and all necessary permits (including any associated fees) to complete the work in a timely fashion, and is not limited to the following:

- A. Make repairs to ensure that boom truck and crane equipment operates properly and safely.
- B. Perform inspections and certify (load test) cranes and boom trucks to meet manufacturers Standards for safe and accurate work.
- C. Inspect, repair and/or replace any and all safety devices, including but not limited to electronic load management systems and remote controllers.
- D. Experienced in repairing friction cranes, such as a lattice boom truck crane that uses clutches and foot brakes for load control. Must be able to troubleshoot to determine needed repairs.
- E. The selected contractor must be available to make service calls on-site when warranted at:
 - Chain of Rocks Water Treatment Facility, 10450 Riverview, St. Louis, MO 63137-4399 for the 35 Ton link-belt lattice boom truck crane (friction crane).
 - Distribution Center/Pipeyard, 4600 McRee Avenue, St. Louis, MO 63110-2240
 - Howard Bend Water Treatment Facility, 700 Waterworks Road, Chesterfield, MO 63017-2221

Mechanics must be certified by the Crane Institute of America for inspection of cranes.

The selected contractor must be capable of doing electrical, hydraulic, crane computer (LMI), and power plant (engine) repairs.

Work should be done during normal business hours (Monday – Friday from 7:00 a.m. until 3:30 p.m.). Response time must be within 7 days for unscheduled (emergency) services. Common parts should be held in inventory for faster turnaround on repairs.

The City will issue Work Orders for Contractors to price; however, the City reserves the right to request proposals from other Contractors.

IV. RESPONDENT’S QUALIFICATIONS:

- A. The Respondent and any proposed subcontractors must possess a valid City of St. Louis Business License or a legally valid waiver of license at the time of execution of the contract.
- B. The Respondent shall, as a part of the Proposal, submit a minimum of three (3) business references including contact name, telephone number, and address. At least one of these references must be from a customer to whom the respondent has provided substantially the same services at substantially the same level and volume as described in this solicitation.

V. PROPOSAL SUBMISSION REQUIREMENTS:

Fully complete sealed proposals must be submitted on the proposal submission documents supplied as a part of this Solicitation to: City of St. Louis Water Division, ATTN: Curt B. Skouby, Director of Public Utilities, 1640 S. Kingshighway Drive, St. Louis, Missouri 63110, or emailed to rfp@stlwater.com no later than **3:00 p.m. on May 28, 2024**. The words **“PROPOSAL FOR BOOM TRUCKS AND MOBILE CRANE EQUIPMENT SERVICE”** must be plainly written across the face of the envelope or in the email subject line. Proposals received after the due date and time, or not delivered to the designated point will not be considered.

The proposal must be properly signed by the respondent’s duly authorized representative possessing such authority to submit proposals, tender proposals, make offers, and enter into contracts on behalf of the respondent. Where the respondent is a corporation, the corporate secretary shall duly attest to the respondent’s signature and authority. Where the respondent is a partnership, the proposal 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 proposal from a respondent under the same or different name will not be considered. Reasonable grounds for believing that a respondent has an interest in more

than one proposal will cause the rejection of all proposals in which the respondent has an interest. One or all proposals will be rejected if there is reason for believing collusion exists among respondents and no participant in such collusion will be considered in future proposals for providing this service. Proposals will not be accepted from any respondent that has failed to perform faithfully any previous contract with the City.

B. Right to Reject Proposals

The City reserves the right to reject any Proposal which, in the City's opinion, the respondent does not have adequate qualifications or financial wherewithal to complete or implement the scope of the contract, any conditioned proposal, any proposal with erasures, alterations, or alternatives, any proposal not accompanied by all the items identified on the Respondent's Checklist, or any proposal submitted without the required proposal information. In addition, any proposal not in compliance with the procedural requirements for submitting a proposal as set forth in this solicitation and the preceding cover letter, shall be rejected. The City reserves the right to reject any or all proposals and to advertise for new proposals. 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 respondents have not submitted the required proposal information for the purpose of obtaining complete proposal submittals.

C. Respondents Responsible for Proposal and Investigations of Conditions

The respondent shall carefully examine the entire contents of this proposal solicitation including any attachments, addenda, and shall judge for itself all circumstances and conditions affecting the Respondent's proposal. The respondent shall further evaluate to Respondent'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. Respondent hereby warrants, covenants, and agrees that the submission of a proposal shall be construed to mean that the respondent 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 respondent 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 respondent at its sole risk, and the City does not accept any responsibility or liability in any fashion for its use in structuring a proposal by any respondent in a response to this proposal package.

D. Questions

Should the respondent find an error, discrepancy in, or omission from the Information for Proposals and/or specifications, or should the respondent be in doubt as to its meaning or

intent, the respondent shall notify Pamela Kuehling, Contract Compliance Officer, City of St. Louis Water Division, 1640 S. Kingshighway Drive, St. Louis, Missouri 63110 or pkuehling@stlwater.com in writing at once, and not later than fourteen (14) calendar days prior to the proposal due date herein specified. The City will then distribute written responses as needed to all prospective respondents of record. The City is not responsible for oral instruction.

VI. TERM:

The term of any agreement created as a result of this RFP is anticipated to begin on July 1, 2024, and terminate after three years, or as negotiated, unless terminated sooner or extended later as provided in the Contract. Any contract may be extended by mutual consent of the City and Contractor for two additional one-year periods. The desire to extend the contract should be submitted to the City Representative in writing 90 days before the ending date of the then active contract.

VII. WORKMANSHIP:

All work shall be performed by skilled personnel and directly supervised by the selected 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 Federal, State or Local codes. Technicians shall be qualified and appropriately licensed as required in the respective trades. All City and OSHA safety measures should be implemented.

VIII. SERVICE HOURS:

The selected Contractor shall provide service during City of St. Louis Water Division normal business hours (M-F 7:00am to 3:30pm). Service hours may be amended within reason at the discretion of the City to accommodate the Contractors.

IX. INVOICING AND PAYMENT:

Invoices must not contain any terms, provisions, or conditions, which are in addition to or in conflict with any Contract created as a result of this RFP. 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 Pages B-1 through B-2. Any invoice not including the correct documentation will be returned for proper submission on the following billing cycle. Costs not outlined in this proposal response including those for travel or mileage will not be paid by the City of St. Louis Water Division.

All payments under any Contract created as a result of this RFP are subject to the City's Charter, ordinance authority, and fiscal appropriation.

X. PERFORMANCE AND PAYMENT BONDS:

For any and all work project authorizations pursuant to the contract for which bids are herein sought, where the estimated, fixed lump sum, or not to exceed cost is at or above \$50,000.00, the selected Contractor may be required to supply a Performance Bond and a Payment Bond each in the amount of the greater of the estimated or not to exceed work project cost. Each such Bond shall be in a form and from a bonding company satisfactory to the City. Both fully executed original bonds must be delivered to and accepted by the City prior to the selected Contractor beginning work on the respective work project. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of the work project and the payment of laborers and material suppliers, as the case may be.

XI. PRECAUTIONARY MEASURES:

The selected Contractors 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:

The selected Contractor shall comply with all appropriate federal, state, and local governmental laws and regulations as well as rules and regulations of the City. The selected Contractor shall supply the City Representative with a list of employees assigned to City facilities to do the work to be performed.

XIII. ACCESS TO FACILITIES:

The City will provide access and the right of ingress and egress to all work areas if needed. The City reserves the right to revoke access and the right of ingress and egress when such privileges would create a security concern or otherwise interfere with normal daily operations. The Contractors agree to abide by any and all security protocols required by the Water Division.

XIV. PURCHASES EXEMPT FROM SALES TAX:

Purchases of tangible personal property, materials, and equipment rental to be incorporated into or consumed relative to any Contract created as a result of this RFP 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 contract is official after being approved by the Register of the City of St. Louis, and a Tax-Exempt Certificate has been issued. The City will not be liable for any taxes collected from and/or paid by the selected 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 contract, the Director of Public Utilities or his/her authorized representative will furnish the selected Contractor awarded this Contract an Exemption Certificate authorizing such purchases for the project be on a sales tax-exempt basis. The selected Contractor shall forward a copy of the Exemption Certificate to all subcontractors. Any selected 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 any extension thereof. The Contractor will request in writing to the Director of Public Utilities at least thirty (30) days prior to the expiration date in effect for the Exemption Certificate any extension 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 laws and regulations including Section 144.062 of the Missouri Revised Statutes.

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. Respondents may contact the following individuals to pre-verify that the foregoing are indeed current:

License Collector: Ms. Mavis T. Thompson, Esq., Room 104, City Hall, (314) 622-4528

Collector of Revenue: Mr. Gregory F.X. Daly, Room 410, City Hall, (314) 622-3283

Respondents are responsible for providing proof of proper licensure.

**CITY OF ST. LOUIS WATER DIVISION OF THE
DEPARTMENT OF PUBLIC UTILITIES**

BOOM TRUCK AND MOBILE CRANE EQUIPMENT SERVICE CONTRACT

GENERAL SPECIFICATIONS

I. PROTECTION OF PUBLIC:

The selected Contractors 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 respondents will be required to execute a contract within thirty (30) calendar days of notice of an award.

A. INSURANCE

The selected 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 \$1,000,000.00
General Aggregate \$2,000,000.00

2. Automobile Liability:
Combined Single Limit
(each accident) \$1,000,000.00

The minimum limits as set forth above shall not be construed to limit the liability of the selected contractor. Certificates attesting to the coverage as called for in this contract, and **naming the City of St. Louis as additional insured**, shall be filed with the Office of the Director of Public Utilities, Water Division, 1640 S. Kingshighway, St. Louis, Missouri 63110, prior to the commencement of work. The insurance afforded by the selected Contractor shall be primary insurance and non-contributory. Upon request, the selected Contractor shall promptly furnish the City with a complete copy of these policies.

In the event of cancellation or coverage reduction of any policy required by this contract by Insurance Company, said Insurance Company shall inform the Director of Public

Utilities 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 Director of Public Utilities at the aforementioned address.

In the event of cancellation or coverage reduction of any policy required by this contract by the selected Contractor, said Contractor shall notify the Director in writing such that said written notification is received by the Office of the Director of public Utilities not less than thirty (30) days before said cancellation is effective. Insurance Company shall inform the Director 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 Director of Public Utilities at the aforementioned address.

If any policy is cancelled before the contract work is complete or the contract expires whichever is later, the selected Contractor shall ensure that a satisfactory replacement policy be in force, with notice and evidence of insurance submitted to the Owner at the Office of the Director of Public Utilities, at the aforementioned address, prior to the effective date of the cancellation of the former policy. There shall be no lapse of coverage at any time during the contract term (or completion of work whichever is later.)

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

B. INDEMNIFICATION

The selected Contractor shall defend, indemnify, and hold harmless the City, its officials, 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 the selected 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 the selected Contractor to indemnify City when the City's negligence or other actionable fault is the sole cause of Loss.

The selected 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, the selected Contractor and City shall bear any Loss in proportion to their respective faults.

III. CANCELLATION:

The City retains the right to cancel any contract created as a result of this RFP upon thirty

(30) days written notice to the selected 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 selected Contractor should willfully fail to render the amount of service required.

The selected Contractor shall have the right to cancel the contract upon sixty (60) 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 any contract created as a result of this RFP 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 selected Contractor without written prior consent of the Director of Public Utilities and any failure to so comply shall be deemed cause for termination of any contract created as a result of this RFP.

The selected Contractor is responsible, unless specifically noted otherwise, for securing all necessary permits and paying all associated fees for his work.

V. NON-DISCRIMINATION:

It is considered a prohibited discriminatory employment practice for an employer to fail to hire, to discharge or otherwise discriminate against any individual with respect to compensation or the terms, conditions, or privileges of employment, because of race, color, age, religion, sex, familial status, disability, sexual orientation, gender identity or expression, national origin, or ancestry.

VI. Not applicable for this contract

VII. LIVING WAGE REQUIREMENTS:

Contracts for services in excess of \$50,000 over a twelve-month period may be subject to the City's Living Wage Ordinance (Ordinance #65591). The Ordinance requires that, unless specific exemptions apply, all individuals performing work pursuant to a contract between the City and a contractor must be paid a minimum of the applicable wage rates set for in the Living Wage Bulletin. If rates are adjusted during the term of the contract, then the applicable wage rates must also be adjusted by the contractor. The Living Wage Ordinance can be found at <http://www.slpl.lib.mo.us/cco/ords/data/ord5597.htm>.

VIII. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION TRAINING.

Selected Contractors are responsible for adhering to all applicable Local, State, and Federal regulations.

IX. UNAUTHORIZED ALIEN EMPLOYEES.

The selected 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 E-Verify, a federal work authorization program with respect to the employees working pursuant to this Contract. The selected Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien pursuant to any Contract created as a result of this RFP and the aforementioned Statutes. In addition to the affidavit, the selected Contractor shall provide a copy of the front page and signature page of their Memorandum of Understanding with Homeland Security for E-Verify.

X. LITIGATION AND VENUE:

The City reserves the right, at its sole discretion, to disqualify or refuse to accept any proposal 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.

Any contract created as a result of this RFP 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).

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

Note that per Ordinance 70767 pertaining to the City of St. Louis Minority and Women Owned Business Enterprise Program, Section 3(g) states that M/WBE incentive credits shall be applied to the evaluation of professional service prime contracts but may not include state or federally funded projects which have requirements that preempt the local M/WBE Program. A fifteen percent (15%) incentive credit as part of the total points evaluated on professional services prime contracts shall be applied to minority and women-owned business enterprises. The incentive credit shall be applied during the evaluation process.

In order to qualify for the incentive credit, the M/WBE prime contractor must include a copy of the current M/WBE certification approval letter issued by the City of St. Louis

M/WBE Program.

XII. AWARD.

A Contract will be awarded to the respondent who has, in the sole judgment of the City, submitted the lowest and best proposal and who has responded to all conditions set forth herein and has submitted a complete and correct Proposal Submission.

XIII. RIGHT TO AUDIT.

The selected Contractor's "records" shall be open to inspection and subject to audit and/or reproduction during normal business working hours. A City representative may perform such audits, or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of any Contract created as a result of this RFP and for a period of three (3) years after final payment or longer, if required by law.

The selected Contractor's "records" as referred to in this Contract shall include any and all information, material, and data of every kind and character including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, packing and delivery slips, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Contract. Such records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) and employee demographics as they may apply to costs associated with this Contract. Such records shall include (hard copy as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; employee identification and job applications; cancelled checks; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the City in connection with the selected Contractor's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of:

- a. Contractor's Compliance with Contract Requirements
- b. Compliance with provisions for Pricing Change orders, invoices, or claims submitted
- c. Contractor's Compliance with MWDBE Program Guidelines

The selected Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of

this article by insertion of the requirements hereof in any contract between the selected Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees, will also apply to Subcontractors and Subcontractors' material suppliers. The selected Contractor will cooperate fully and will cause all Related Parties and all of the selected Contractor's subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to City from time to time whenever requesting in an expeditious manner any and all such information, material, and data.

The City's authorized representative or designee shall have reasonable access to the selected Contractor's facilities, project work site, warehouse, and worksite storage containers, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with this article.

If an audit inspection or examination in accordance with this article discloses overpricing or overcharges (of any nature) by the selected Contractor of the City in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the selected Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to the selected Contractor.

If an audit inspection or examination in accordance with this article discloses noncompliance with the Mayor's Executive Order 28 (as amended), 13 CFR Part 121 Subpart A, 49 CFR Parts 23 and 26, appropriate remedies will apply in keeping with these rules.

**CITY OF ST. LOUIS WATER DIVISION OF THE BOARD OF PUBLIC UTILITIES
PROPOSAL FOR BOOM TRUCK AND MOBILE CRANE EQUIPMENT SERVICE
CONTRACT**

Name of Respondent: _____

Contact Name: _____

Contact Email/Phone: _____

Certification of Workers : _____
(attach additional pages if needed)

Number of Service Employees: _____

Number of Years Business in Operation: _____

WBE/MBE/DBE certified with the City? _____

Are you experienced in making the following repairs?
Electrical (yes or no, number of years) _____
Hydraulic (yes or no, number of years) _____
Crane computer LMI (yes or no, years) _____
Power plant engines (yes or no, years) _____

Are you experienced in
Inspection & certification (load test) Cranes & Boom
Trucks (yes or no, number of years) _____

Are you experienced in
Inspect, repair, replace safety devices including electronic load management systems
and remote controllers? (yes or no, years) _____

Are you willing to make service calls on-site? _____

Are you experienced in repairing friction cranes such as a lattice boom truck that uses
clutches and foot brakes for load control?
(yes or no, number of years) _____

RESPONDENT'S CHECKLIST

1. _____ **Signed Original Proposal Form (from supplied Proposal Documents)**
2. _____ **List of references**
3. _____ **Living Wage Information and Form**
3. _____ **Unauthorized Alien Employees Affidavit**
4. _____ **Affidavit of Compliance With Anti-Discrimination Against Israel Act**

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

Contracting Agency: Water Division of the Department of Public Utilities

Agency Contract No.: NA

Respondent's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Respondent or Proponent, I hereby acknowledge that the Respondent/Proponent understands that the contract or agreement that will be executed with a successful Respondent/ Proponent pursuant to this solicitation is subject to the St. Louis Living Wage Ordinance and the Regulations associated therewith. The Respondent/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 Respondent 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, 2024

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 \$16.14 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 \$21.12 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) The prevailing fringe benefits rate, as required under the Ordinance and defined by section 6.20.010 of the Revised Code of the City of St. Louis, is \$4.98 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, 2024. 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 Ordinance 65597 | City of St. Louis Ordinances (stlouis-mo.gov) or obtained from:

City Compliance Official
c/o St. Louis Airport Authority
St. Louis, Missouri
(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:

STATE OF _____) SS.

COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION
AGAINST ISRAEL ACT

(Effective 8-28-2020) (Contracts in excess of \$100,000.00/Companies with 10 employees or more)

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 _____ (Company) of

_____ (City & State).

I have the legal authority to make the following assertion:

Pursuant to RSMo. § 34.600, _____ (Company)

of _____ (City & State) is not currently engaged in

and shall not, for the duration of the contract, engage in a boycott of goods or services from the

State of Israel; companies doing business in or with Israel or authorized by, licensed by, or

organized under the laws of the State of Israel; or persons or entities doing business in the State

of Israel.

_____ Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this

_____ day of _____, 20_____.

_____ Notary Public

My Commission Expires: