



LYDA KREWSON
MAYOR

City of Saint Louis
DEPARTMENT OF PUBLIC UTILITIES
--WATER DIVISION--

Office of the Water Commissioner
1640 So. Kingshighway Blvd.
Saint Louis, Missouri 63110

(314) 633-9000
FAX (314) 664-6786



CURTIS B. SKOUBY, P.E.
WATER COMMISSIONER

Request for Proposals:
City of St. Louis
Department of Public Utilities - Water Division
Caterpillar/CAT Equipment Service & Repairs

Questions due by: June 7, 2022 at 4:00pm

Responses due by: June 21, 2022 at 10am

Please send one completed original and five copies to:

Jessica Washington
1640 S. Kingshighway, Blvd.
St. Louis, MO 63110

Questions must be in writing (no verbal communication) and sent to JMWashington@stlwater.com. All questions will be answered in writing via proposal amendment by Jessica Washington. The City shall maintain a list of all entities requesting copies of the RFP and shall ensure that all copies of all questions and responses will be made available to each entity on the list.

Responses must be in a sealed envelope. Email or electronic responses will not be accepted. Late proposals will not be accepted. The name "Caterpillar/CAT Equipment Service & Repairs RFP" and due date of the RFP must be on the outside of the sealed envelope.

No contact other than Jessica Washington is allowed with any member of the selection committee reviewing this RFP. Any such contact will be reason for immediate termination of your participation in this opportunity.



TISHAURA O JONES
MAYOR

City of Saint Louis
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CURTIS B. SKOUBY, P.E.
DIRECTOR OF PUBLIC UTILITIES

**MINORITY AND WOMEN-OWNED
BUSINESS ENTERPRISE (M/WBE) PROGRAM
PROPOSAL ADVANTAGE**

TO: ALL RESPONDENTS

FROM: CURTIS B SKOUBY, DIRECTOR OF PUBLIC UTILITIES

DATE: May 12, 2022

RE: RFP CATERPILLAR/CAT EQUIPMENT SERVICE & REPAIRS

The City of St Louis is committed to ensuring that all St. Louis citizens participate in its economic growth and development and that no citizen be denied an opportunity to participate in the procurement of goods and services due to race, sex, or gender discrimination. The City's commitment to this is found in ordinance 70767 in the Minority and Women-Owned Business Enterprise (M/WBE) Program.

We're asking that respondents make a good faith effort to utilize certified M/WBE enterprises. A current directory of eligible certified MBEs/WBEs indicating the specialty under which each M/WBE is certified is available online at <https://flystl.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?TN=flystl&XID=3673>. This is an important goal to the City of St. Louis, the Water Division and the Citizens of our city. We expect respondents to put forth a good faith effort to meet these goals. By achieving the goals, respondents will receive a 5% advantage on any proposals submitted.

Any questions should be submitted in writing (email accepted) to Jessica Washington, Contract Compliance Officer JMWashington@stlwater.com.

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**INFORMATION FOR RESPONDENTS FOR
CATERPILLAR/CAT EQUIPMENT SERVICE & REPAIRS CONTRACT**

I. SOLICITATION:

The City of St. Louis ("City") invites Proposals from qualified Respondents to provide services for the Water Division. (See Section III. Scope of Work on Page A-2). Following the Information for Respondents 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 contractor who will provide first class, high quality, 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 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 service 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 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 or his/her authorized or designated representative.
- C. "Contractor" means the successful Respondent selected in accordance with this solicitation. Successful Respondent and Contractor are interchangeable in the Information for Respondents herein, the General Specifications, the Proposal Documents, and in the subsequent service contract.
- D. "Standard Rate" means those hours worked between the hours of 7:00 a.m. and 3:30 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-Thursday. The period will also include the time from 5:01 Friday till 11:59

p.m. Saturday.

- F. "Sunday & Holiday Rate" means all Sundays and Major Holidays between 12:00 a.m. and 11:59 p.m.
- G. "Holiday" means New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Black Friday, Christmas Day and all other days designed at holidays by the Mayor of the City of St. Louis.
- H. "Scheduled Service" means the City Representative has notified the Contractor to perform services ten (10) working days prior to commencement of work by Contractor.
- I. "Unscheduled Service" means the City Representative has not notified the Contractor to perform services prior to the end of the previous normal workday.
- J. "Emergency Service" means the City Representative has notified the Contractor to perform services within two hours of receiving notification.
- K. "Job Site" / "On the Job" means the actual City of St. Louis owned or operated facility (which includes City Streets or Right-of-Way) or property upon which the improvements, alterations, repairs, upgrades are being made or being installed upon.
- L. "Foreman" / "Foremen" means an employee of the Contractor who supervises the work of others or an employee with highly specific trade knowledge or a complex trade specialty that productively works by him/herself.

III. SCOPE OF WORK:

The Contractor shall furnish all necessary supervision, labor, tools, etc. to perform repairs and services whenever required by the Water Division. The work shall include, but is not necessarily limited to:

1. Perform PM Services and Repairs, Supply Parts, Labor, Equipment and Materials needed to keep CAT Wheel Loader, CAT Tele-Handler, as well as any other Caterpillar/CAT Equipment owned by the St City Louis Water Division in a safe working operational condition.
2. Services must meet Original Equipment Manufacturer standards.
3. Capable of furnishing Supervision, Labor, Tools and equipment to perform maintenance, inspect, test, and capable of making electrical, hydraulic and power (Engine) repair/service on Caterpillar/CAT equipment.
4. Service Technicians must be trained meeting Caterpillar/CAT equipment service requirements.

IV. RESPONDENT'S QUALIFICATIONS:

- A. The Respondent and all proposed subcontractors must possess a valid City of St. Louis Business 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:

Attn: Jessica Washington
City of St. Louis Water Division
1640 S. Kingshighway Blvd.
St. Louis, MO 63110

The words “**CATERPILLAR/CAT EQUIPMENT SERVICE & REPAIRS**” must be plainly written across the face of the envelope. **Proposals received after the due date and time of June 21, 2022 at 10:00 a.m., 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, 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 names 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, 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 Respondents and/or specifications, or should the Respondent be in doubt as to its meaning or intent, the Respondent shall notify **Jessica Washington, Water Division, 1640 S. Kingshighway Blvd., Saint Louis, MO 63110, in writing at once, and not later than seven (7) calendar days prior to the Proposal due date herein specified.** The City will then distribute written responses as needed by Addenda to all prospective Respondents of record. The City is not responsible for oral instructions.

VI. TERM:

The term of the contract to be awarded in conjunction with this solicitation is expected to commence on date of award and end 36 months later, unless terminated sooner or extended later as provided in the Contract. The Contract will allow for the possibility of up to two (2) one year extensions for a total term of five (5) years (extension is subject to the mutual consent of both parties). Any outstanding tasks issued prior to the completion date of this Contract are considered part of this 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 building 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 3:30 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. See "Emergency Services" under Section II. DEFINITIONS for further information. The Contractor shall notify the City Representative upon arrival and departure from the service location and shall coordinate all services and activities with the City Representative, including without limitation the number and classes of tradesmen to be utilized on the requested individual work task projects.

It is understood and agreed that all regular service required hereunder is to be performed during regular working hours of regular working days. If the Contractor elects to perform any of the regular service required hereunder outside normal working hours, any added cost shall be at the expense of the Contractor.

IX. INVOICING AND 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 **Pages B-1 through B-2**. 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. 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. 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 in accordance with attached **Pages B-1 through B-2**, including the date(s) work was 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.

All payments under this Contract are subject to the City's Charter, ordinance authority, and fiscal appropriation.

X. PERFORMANCE AND PAYMENT BONDS/M/WBE PARTICIPATION UTILIZATION:

For any and all work project authorizations pursuant to the contract for which Proposals are herein sought, where the estimated, fixed lump sum, or not to exceed cost is at or above \$50,000.00, the Contractor shall 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 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.

Further, for any and all work project authorizations pursuant to this contract where the estimated fixed lump sum or not to exceed cost is at or above \$25,000.00, the Contractor shall supply a supplemental MBE/WBE participation utilization plan consisting of certified MBE/WBE firms to be utilized on the specific work project pursuant to the 25% MBE and 5% WBE participation goals.

Review and complete Contractor's Good Faith Efforts Report attached to the General Specification. Reference Page G-6 for further information.

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 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. Contractor shall supply the City Representative with a list of employees assigned to the 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. 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 Contractor agrees 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 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 President or his authorized representative and a Tax Exempt Certificate has been issued. The City will not be liable for any taxes collected from and/or paid by 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 President of the Board of Public Service or his/her authorized 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 any extension thereof. The Contractor will request in writing to the President of the Board of Public Service 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 and Missouri Department of Revenue Administrative Regulation 12 CSR 10-3.388.

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 with a Business License, 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**

GENERAL SPECIFICATIONS

CATERPILLAR/CAT EQUIPMENT SERVICE & REPAIRS CONTRACT

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 and/or City Facilities.

II. INSURANCE AND INDEMNIFICATION:

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 Insurance the limits shall not be less than the following:

1. Commercial General Liability:

Bodily Injury & Property Damage	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00

2. Automobile Liability:

Bodily Injury & Property Damage	
Combined Single Limit	
(each accident)	\$1,000,000.00

3. Professional Engineer, State of Missouri
Error and Omissions Liability:

Each Occurrence	\$1,000,000.00
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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 filed with the Office of the Water Commissioner, Water Division, 1640 S. Kingshighway, St. Louis, Missouri 63110, prior to the commencement of work. The insurance afforded by the Contractor shall be primary insurance and non-contributory. The Contractor's insurance provider shall be authorized to transact business in the State of Missouri, and registered with the Missouri Department of Insurance - Financial Institutions & Professional Registration. In addition, the Insurance company must have a financial strength rating of "A-" or better and a financial class size IV or greater as indicated in A.M. Best's Key Rating Guide

(<http://www.ambest.com/home/default.aspx>). Upon request, the 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 President 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 at the aforementioned address.

In the event of cancellation or coverage reduction of any policy required by this contract by the Contractor, said Contractor shall notify the Director in writing such that said written notification is received by the Office of the Water Commissioner 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 Water Commissioner at the aforementioned address.

If any policy is cancelled before the contract work is complete or the contract expires whichever is later, 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 Water Commissioner, 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 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 Contractor, 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 of 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 work pursuant to this Contract.

In the event full indemnity pursuant to this section is unenforceable under any law, Contract 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 Water Commissioner and any failure to so comply shall be deemed cause for termination of the contract.

Where applicable, Contractor shall be issued one (1) complete set of drawings (partial sets for smaller contracts) and their division or sections of the specifications. Additional drawings or specifications may be obtained at the Contractor's expense.

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

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 Division, 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. AMENDMENTS

No amendment or modification shall be made to this agreement unless in writing and signed by the parties hereto.

VII. GOVERNING LAW

It is understood and agreed by and between The City of St Louis Water Division and Contractor that the laws of the State of Missouri and the City of St. Louis Charter and Ordinances shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. In the event any term, clause, or provision, herein contained is found to invalid, inapplicable, or against public policy by a court of competent jurisdiction, the invalidity of any such term, clause, or provision, shall in no way affect any other valid term, clause, or provision of this Agreement or void this Agreement in its entirety.

VIII. FORCE MAJEURE

Neither party shall be liable in damages or other relief for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including but not limited to: acts of God, government restrictions (including the denial or cancellation of any necessary license), wars, insurrections, public health emergency and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure). Additionally, the aforesaid conditions shall also include, but not be limited to, any governmental declaration of an emergency or public health emergency defined in part as, but not limited to: "any situation or an impending situation caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life or property including epidemics, illness, communicable disease outbreak or communicable and virulent disease, specific health related behavior, or other health related events clearly in excess of normal expectancy which would make compliance with the contract impossible or performance of the contract commercially impracticable, unreasonable, or fundamentally at variance with regulated health practices under the circumstances. Each party hereunder will still have the duty to mitigate any and all losses which occur due to the non-performance as stated above and if a contracting party can otherwise continue to satisfy its contractual obligations in a commercially reasonable manner, the force majeure clause will not operate to absolve that party from its contractual responsibilities.

IX. PREVAILING WAGE AND FRINGE BENEFITS:

This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the Contractor and Contractor's subcontractors shall pay the higher of these two applicable wage rates in all instances. This included consideration given to overtime and fringe benefits. The applicable State wage rates for this contract are the rates in effect for the term of the contract as detailed in the applicable Missouri Annual Wage Order. Current wage rates are published in the Missouri Department of Labor & Industrial Relations website <http://labor.mo.gov/DLS/PrevailingWage>. If applicable to this contract, Federal wage rates for this contract are the effective Davis-Bacon Federal wage rates posted the tenth day before the Proposal opening date.

These supplemental Proposal documents have important legal consequences. It shall be conclusively presumed that they are in the Respondent's possession and they have been reviewed and used by the Respondent in the preparation of any Proposal submitted on this project.

X. LIVING WAGE REQUIREMENT

Contracts for services in excess of \$50,000 over a twelve-month period may be subject the City's Living Wage Ordinance (**Ordinance #65597**). 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 Lining 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.stlouis-mo.gov/government/city-laws/ordinances/ordinance.cfm?ord=65597>.

XI. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION TRAINING.

Contractor is responsible adhering to all applicable Local, State, and Federal regulations.

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

XIII. 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.

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).

XIV. 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 Proposal 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, P.O. Box 10212, 10701 Lambert International Blvd, St. Louis, Missouri 63145, (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 Water 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 Proposal 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 Proposal 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.
- d. For any and all work project authorizations pursuant to the contract for which Proposals are herein sought, where the estimated, fixed lump sum, or not to exceed cost is at or above \$25,000.00, the Contractor shall supply a supplemental list (including items a., b., and c. above) of MBE/WBE

firms to be utilized on the specific work project pursuant to the 25% / 5% MBE/WBE participation goals.

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 Water Division to determine compliance with the MBE/WBE contract obligations. The City of St. Louis, 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 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 Proposal 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.

XV. 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.

XVI. RIGHT TO AUDIT.

The 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 this Contract and for a period of three (3) years after final payment or longer, if required by law.

The 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 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 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 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. Contractor will cooperate fully and will cause all Related Parties and all of 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 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 work space 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 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 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 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
PROPOSAL FOR
CATERPILLAR/CAT EQUIPMENT SERVICE & REPAIRS CONTRACT**

LABOR PROPOSAL

The Undersigned, _____ acting on behalf of _____, the Respondent, understands all the requirements of the work set out in the "Information for Respondents" and the "General Specifications" of the Proposal package for this Caterpillar/CAT Equipment Service & Repairs/Hoisting Services Contract and agrees to perform the work for the following amounts:

Standard Rate (6:00 a.m. - 5:00 p.m. Mon.-Fri.)	\$ _____ Per man hour
After Hours Rate (Outside above mentioned times)	\$ _____ Per man hour
Sunday and Holiday Rate	\$ _____ Per man hour

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-site and shall include travel time to and/or from the job-site (or shop time).

(Signature of Authorized Official & Title)

Date

(Printed Name of Authorized Official)

Federal I.D. #

Company Name, Complete Address

E-mail address: _____

**CITY OF ST. LOUIS, WATER DIVISION
PROPOSAL FOR
CATERPILLAR/CAT EQUIPMENT SERVICE & REPAIRS CONTRACT**

MATERIALS AND RENTAL EQUIPMENT PROPOSAL

Percent markup which for overhead and profit over distributor's/supplier's invoice for Materials (which accurately reflects Proposer's cost.)

_____ % Mark-up

Note: Any percent mark-up Proposal over 15% will be deemed excessive and not considered.

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

Rates hereby include all salary related expenses, including, without limitation, travel and fuel costs/reimbursement, all general and administrative overhead, design, engineering, profit, subcontract labor costs as applicable. No other mark-ups, or surcharges of any kind will be allowed to these rates. "Man hours" are understood and agreed to be the actual time a person is working on the job site and shall include travel time to and/or from the job site (or shop time.)

(Respondent's Company Name – Printed) (Complete address)

(Signature of Authorized Official & Title) Federal ID Number

(Printed Name of Authorized Official) Phone

E-mail address: _____ Date: _____

RESPONDENT'S CHECKLIST

1. ____ **Signed Original Proposal Form (from supplied Proposal Documents)**
2. ____ **Completed MBE/WBE Utilization Plan**
3. ____ **Completed MBE/WBE Contractor's Good Faith Efforts Forms**
4. ____ **List of References**
5. ____ **Living Wage Form**
6. ____ **Unauthorized Alien Employees Affidavit**
7. ____ **Anti Discrimination Against Israel Affidavit**

COMPLETE THIS FORM
AND RETURN WITH PROPOSAL

DEPARTMENT OF THE PRESIDENT, BOARD OF PUBLIC SERVICE
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 Respondent 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	PROPOSAL ITEM(S) OF WORK TO BE PERFORMED AND/OR MATERIALS SUPPLIED	PROPOSAL AMOUNTS	DATE AND METHOD OF SOLICITATION	COMMENTS: REASON REJECTED

 PRIME CONTRACTOR AUTHORIZED SIGNATURE

 DATE

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

Contracting Agency: Board of Public Service, Equipment Services Division

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, 2021

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 **\$13.73** 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 **\$18.27** 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: **\$4.54** 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, 2021. 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.flystl.com/bdd> 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 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 St. Louis.

I have the legal authority to make the following assertion:

Pursuant to RSMo. § 34.600, _____ (Company) of St. Louis
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