THE METROPOLITAN ST. LOUIS SEWER DISTRICT

10572 RFQ
MECHANICAL CHILLER

Bids MUST be received in the
PURCHASING DIVISION
Metropolitan St. Louis Sewer District
2350 Market Street
St. Louis, MO 63103-2555

No Later Than: 10:00 a.m., November 30, 2020

Publish Date: October 28, 2020

Contact Person:
GINA JAMISON
Buyer
TEL: 314/768-6314
FAX: 314/768-6369
e-mail: gjamison@stlmsd.com
# Request for Quotation 10572

**Title**  
MECHANICAL CHILLER/ PR: 455148

**Close Date**  
30-NOV-2020 10:00:00

**Award Date**  
Not Applicable

**Time Zone**  
Central Time

**Note**  
10572 RFQ DUE: NOVEMBER 30, 2020 AT: 10:00AM BIDDERS MUST SUBMIT WITH THEIR BID THE DELIVERY TIME AFTER RECEIPT OF ORDER.

Please submit your response to:

- **Company**: The Metropolitan St. Louis Sewer District  
  **Buyer**: Jamison, Gina  
  **Location**: The Metropolitan St. Louis Sewer District  
  2350 Market Street  
  Saint Louis, MO  
  United States  
  **Phone**: 314-768-6314 Ext:6314

When submitting your response, please include the following information.

<table>
<thead>
<tr>
<th>Your Company Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Contact Details</td>
<td></td>
</tr>
<tr>
<td>Total Bid Price</td>
<td></td>
</tr>
</tbody>
</table>

Bidder acknowledges receipt of Addendum _____ on ___________ (date). Initials _____

Bidder acknowledges receipt of Addendum _____ on ___________ (date). Initials _____

Bidder acknowledges receipt of Addendum _____ on ___________ (date). Initials _____

Bidder acknowledges receipt of Addendum _____ on ___________ (date). Initials _____

(If no Addenda, leave blank)

| Signature |  |
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1 Header Information

1.1 General Information

Title MECHANICAL CHILLER/ PR: 455148
Description MECHANICAL CHILLER FOR BLOWER BLDG SPECIFICATIONS ATTACHED
Preview Date Not Applicable
Open Date 28-OCT-2020 13:09:30
Close Date 30-NOV-2020 10:00:00
Award Date Not Applicable
Time Zone Central Time
Buyer Jamison, Gina
Quote Style Sealed
Email gjamison@stlmsd.com
Outcome Standard Purchase Order

Note 10572 RFQ DUE: NOVEMBER 30, 2020 AT: 10:00AM BIDDERS MUST SUBMIT WITH THEIR BID THE DELIVERY TIME AFTER RECEIPT OF ORDER.

1.2 Terms

Ship-To Address MSD - Lemay Treatment Plant
201 Hoffmeister Avenue
Saint Louis, MO 63125
United States
Bill-To Address Accounts Payable
MSD Accounts Payable
2350 Market Street
Saint Louis, MO 63103
United States
Payment Terms FOB
Currency USD (US Dollar)
Carrier Freight Terms
Price Precision Any

1.3 Response Rules

This negotiation is governed by all the rules displayed below.

- [ ] Bid is restricted to invited suppliers
- [ ] Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- [ ] Suppliers are allowed to respond to selected lines
- [ ] Suppliers are required to respond with full quantity on each line
- [ ] Suppliers are allowed to provide multiple responses
- [x] Buyer may close the bid before the Close Date
- [x] Buyer may manually extend the bid while it is open
## 2 Price Schedule

### 2.1 Line Information

<table>
<thead>
<tr>
<th>Line</th>
<th>Item</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>91186</td>
<td>SERVICE, EQUIPMENT, START UP/TECHNICAL SUPPORT</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>111778</td>
<td>UNIT, CHILLER MECHANICAL R143A</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2.2 Line Details

#### 2.2.1 Line 1 SERVICE, EQUIPMENT, START UP/TECHNICAL SUPPORT

- **Need-By Date**: On or before 25-DEC-2020 07:21:00
- **Target Price (USD)**: Not Applicable
- **Ship-To Address**: MSD - Lemay Treatment Plant 201 Hoffmeister Avenue Saint Louis, MO 63125 United States

*Note* SPECIFICATIONS ATTACHED

#### 2.2.2 Line 2 UNIT, CHILLER MECHANICAL R143A

- **Need-By Date**: On or before 25-DEC-2020 07:21:00
- **Target Price (USD)**: Not Applicable
- **Ship-To Address**: MSD - Lemay Treatment Plant 201 Hoffmeister Avenue Saint Louis, MO 63125 United States

*Note* SPECIFICATIONS ATTACHED
Contract Terms and Conditions

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1. GENERAL:

1.1. GENERAL INFORMATION ABOUT THIS SOLICITATION:
Solicitation for Bids for 10572 RFQ (Mechanical Chiller) will be received at the Purchasing Department, 2350 Market Street, St. Louis, Missouri 63103-2555. Bids will be received until November 30, 2020 at: 10:00am, prevailing Central Time.

2. RESPONDING TO THIS SOLICITATION:

2.1. SUBMITTING YOUR BID:
The words "PROPOSAL FOR PUBLIC WORKS, RFQ 10572, DUE: NOVEMBER 30, 2020 at 10:00 a.m." must appear on the outside of the envelope in the lower left-hand corner. It is the bidder's responsibility to see that the bids are marked and delivered as directed. Bids received by the Purchasing Department after the specified time will not be opened. No responsibility will be attached to any employee of the District for the premature opening of a bid not properly addressed and identified. The bids will be publicly opened and read directly after the stated bid opening date and time.
Faxed or emailed bids are NOT acceptable and shall be considered non-responsive.

2.2. PUBLIC BID OPENING - CALL IN NUMBER
Please be advised that until further notice MSD is offering an additional method of getting the information that is made available in public bid openings. Below is a call in number and instructions to join bid openings via phone and not come into the office. Bid openings will still be held but due to the current environment will not be open (in person) to the public. This phone method will be available for all public bid openings until further notice.

Toll Free Dial in Number 877.470.7323
When prompted, use Conference Code 7381894995

2.3. NUMBER OF BID COPIES THAT MUST BE SUBMITTED:
Each Bidder will submit **2 COPIES** of their proposal. The proposal must be clearly identified as the original and be completed and signed in ink. Any copies may be copies of the original bid. It is the Bidder's responsibility to insure that the bid submitted reaches the Purchasing Division of the Metropolitan St. Louis Sewer District by the published bid opening time. A bid delivered to the wrong address or office is not an acceptable basis for the Purchasing Division to accept a bid after the established bid opening time and/or date.

2.4. BIDS MUST BE VALID FOR A SIXTY (60) DAYS:
All bids submitted must be valid for a minimum of sixty (60) calendar days. If the evaluation process extends beyond sixty (60) calendar days from the date following the bid opening, the District will ask the Bidder to verify that his/her bid is still valid prior to making an award. The District will endeavor to make the award before the end of the 60 day period.

2.5. QUESTIONS/CLARIFICATIONS REGARDING THIS SOLICITATION:
All questions concerning this solicitation and specifications must be submitted and received via email, in writing to: GINA JAMISON Contact Email: gjamison@stlmsd.com; not later than: November 24, 2020 by: 11:00am. Any oral responses to any question shall be considered unofficial and not binding on the District. An Addendum will be issued, if necessary, providing the District’s official response.

2.6. FORM OF BID:
All bids must be made on the attached bid forms. Bid forms must be completed and clearly filled in. The bid must be properly signed, or when the bid is being submitted by a corporation, firm, or partnership, then it should be signed by an authorized officer, agent or partner. Evidence of authority to act as attorney in fact or agent will be furnished with the bid. When filed, the bid is to be enclosed in a sealed envelope, with return name and address, addressed to Metropolitan St. Louis Sewer District, Purchasing Division, 2350 Market Street, St. Louis, Missouri 63103-2555. Any bid forms not properly filled in, incomplete or ambiguous as to intent of meaning, bearing any alteration or erasing apparent upon the face thereof, or not properly signed or not accompanied by proper bid security, may be rejected as non-responsive. Bid Form must be completed in ink.

2.7. BIDDERS MUST BID ALL YEARS:
Bidders will bid the first year and each option year. Any bidder not bidding all years will be determined to be non-responsive.

2.8. SPECIFIED MANUFACTURER/MATERIAL:
When the Specifications identify a specific manufacturer/material the District will not accept bids specifying another manufacturer/material. If a Bidder believes that they have a product by another manufacturer/material which will meet or exceed the specifications and performance history of the manufacturer/material identified in the Specifications the Bidder must provide information about the alternate product being bid to the Purchasing Division, no later than the bid due date and time. The information provided must be sufficient to allow the District to determine if the product is in fact equal to or superior to the products originally requested. The District’s decision as to whether the alternate is equal shall be final and not subject to review. Bids for alternate products will not be accepted where the item is marked with “DO NOT SUBSTITUTE” or similar wording.

2.9. FREIGHT/SHIPPING/HANDLING CHARGES:
The District prefers that freight/shipping/handling be paid by the Bidder and its cost be a part of the selling price of the item(s).
In the event that freight/shipping/handling charges can not be included in the selling price, a "not to exceed" will be accepted and evaluated for merit. These charges shall be listed as a separate bid line item. In the case of partial shipments the District will pay only the freight/shipping/handling charges only on the last invoice, and up to the "not to exceed" amount.

In the sealed bid situation the District will not accept undefined freight/shipping/handling charges and any such bid may be determined to be non-responsive.

The District will not accept bids where:

- the District must pay the carrier upon deliver of goods; or
- where the District is invoiced directly by the carrier.

2.10. ADDENDUM(S):

The District may need to issue addenda before the scheduled bid opening date. All addenda will be written and posted on the District's website. The District will not issue an oral addendum. Bidders are to acknowledge receipt of the addenda as part of their bid submittals.

The District will post addenda on the District's website. It is each bidder's responsibility to check the website and to download the addenda. Once an addendum is posted on the District's website the District considers all bidders and potential bidders have been notified of the addendum. Bidders should acknowledge all addenda in their proposal. **FAILURE TO ACKNOWLEDGE ADDENDA "IN YOUR PROPOSAL" WILL RENDER YOUR PROPOSAL NON-RESPONSIVE.** The District is not responsible if the website is not available to the bidder for any reason, unless such lack of availability is due to a malfunction on the part of the District's website.

2.11. CHANGES TO THE BID FORM:

If prior to bid opening the District has discovered that one or more line items has been completed the line item, or line items, will be deleted from the bid form.

- If the District has time to issue an addendum and distribute it to the bidders and, for whatever reason, a Bidder enters a price for a line item which was deleted the District will consider this an administrative error. The bid will be evaluated as if no price had been entered for the deleted line item. The Bid Summary prepared by the District will not identify a price for a line item that was deleted.
- If there is not time to notify the bidders an addendum will be prepared identifying the line item, or line items, to be deleted. This addendum will be provided to all bidders present at the bid opening and mailed to those bidders not in attendance. Any item deleted will be handled as described above.

2.12. LIST OF SUBCONTRACTORS:

The Bidder must inform the District if he plans to subcontract any portion of this work, and will provide the District with the names of such subcontractors. If the only companies with which the Bidder will be subcontracting are MBE/WBE firms, completing the MSD Form A will be sufficient notification.

2.13. REFERENCES:
Each Bidder is to submit a list of five (5) references for similar type projects that have been completed within the last three years; this list shall include a point of contact and a telephone number where the point of contact can be contacted. The list shall also include the dates for which the bidder provided the service. The District may require the Bidder to submit a supplemental list of references during the evaluation process; this list shall include a point of contact and a telephone number where the point of contact can be contacted. The list shall also include the dates for which the bidder provided the service.

2.14. ALTERATION OF SOLICITATION:
The wording of the District's solicitation may not be changed or altered in any manner. Bidders taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their bid; such exceptions will be evaluated and accepted or rejected by the District, whose decision will be final.

2.15. WITHDRAWAL OF BIDS:
Any Bidder may withdraw his/her bid at any time prior to the scheduled closing time for the receipt of bids, but no bid will be withdrawn after the scheduled closing time for the receipt of bids.

2.16. REJECTION OF BIDS:
The Metropolitan St. Louis Sewer District (The District) reserves the right to reject any and all bids, offers or proposal submitted; to accept all or any part of any quote(s) which it deems to be in its best interest; or to solicit new quotes. The District may award by line item, by groups of items, or on an all or nothing basis.

2.17. PROTESTS
If a supplier or contractor protests a Purchasing action taken by the District, the District Protest Procedure will be followed. An award protest must be submitted in writing and must be received by the District within ten (10) business days after the date of issuance of the notice of award. A protest submitted after the tenth (10th) business day period shall not be considered.

2.18. MADE IN THE USA:
The District is funded by public monies. We prefer to purchase materials manufactured domestically.

2.19. COLLUSION CLAUSE:
Any agreement or collusion among bidders/proposers and prospective bidders/proposers to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the bids/proposals of such bidders void.

2.20. MISTAKES IN BIDS:
**General:** Clarification or withdrawal of a bid because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. Except as
provided in this rule, if the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent it is not contrary to the interest of the public agency or the fair treatment of other bidders.

**Mistakes Discovered After Bid Closing but Before Award:** This subsection prescribes procedures to be applied in situations where mistakes in bids are discovered after the time and date set for bid closing but before award.

- **Minor Informalities:** Minor informalities are matters of form rather than substance that are evident from the bid documents, or are insignificant mistakes that can be waived or corrected promptly without prejudice to other bidders or the public agency; that is, the informality does not affect price, quantity, quality, delivery, or contractual conditions except in the case of informalities involving unit price.

- **Mistakes Where Intended Correct Bid is Evident:** If the mistake and the intended correct bid are clearly evident on the face of the bid form, or can be substantiated from accompanying documents, the public agency may accept the bid. Examples of mistakes that may be clearly evident on the face of the bid form are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. Mistakes that are clearly evident on the face of the bid form also may include instances in which the intended correct bid is made clearly evident by simple arithmetic calculations. For example, missing unit price may be established by dividing the total bid item by the quantity of units for that item, and an omission or incorrect total bid for an item may be established by multiplying the unit price by the quantity when those figures are available on the bid. For discrepancies between unit prices and extended prices, unit prices shall prevail.

- **Mistakes Where Intended Correct Bid is Not Evident:** The public agency may not accept a bid in which a mistake is clearly evident on the face of the bid form but the intended correct bid is not clearly evident or cannot be substantiated from accompanying documents.

**2.21. SPECIFICATIONS:**

Attached to this RFQ are the Technical Specifications for this bid. The Technical Specifications may include instructions on submittals to be returned with the Bid. Bidders are responsible for supplying all requested information — any bids that don't address the information requested may be rejected as non-responsive.

Solicitations for Professional Services will also include the Evaluation Criteria and the weighting factors that will be used in evaluating the proposals submitted. Proposals should be structured so that it is clear what information is being submitted in support of each criteria.

**3. MINORITY AND WOMEN BUSINESS OWNED UTILIZATION PROGRAMS:**

**3.1. ENCOURAGEMENT - GOODS AND SERVICES**

If you are the successful Bidder and you do utilize an MWBE firm, you are required to report your MWBE involvement monthly online by specifying the dollar amount paid to the MWBE firm. At the conclusion of the project, Form C will need to be submitted to receive final payment of your contract. If you have questions or recommendations concerning the District's MWBE Program, please contact Shonnah Paredes, Manager of Diversity Programs at 314.768.6395 or by email at sparedes@stlmsd.com.

**4. ADDITIONAL REQUIREMENTS FOR THIS SOLICITATION:**
4.1. PAYMENT TERMS
The District’s payment terms are Net 30 days. Bidders are encouraged to propose discounts for prompt payment or to propose any other discount that would benefit the District.

In connection with any prompt payment discount offered, time shall be computed from the date that the District receives a proper and complete invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

4.2. BID BONDS:
Bids in the amount of $50,000 or more the DISTRICT will require a BID BOND or CASHIER'S CHECK valued at five (5) percent of the bid submitted; the BID BOND or CASHIER'S CHECK will be submitted with the bid. Failure to submit the required BID BOND or CASHIER'S CHECK will result in the bid being determined non-responsive.

4.3. PAYMENT BOND
PAYMENT BOND:
- A payment bond, in accordance with the laws for the State of Missouri, shall be required from a surety or insurance company satisfactory to the District when the provisions of the Prevailing Wage Rate act are invoked.
- When a project causes the provisions of the Prevailing Wage Rate Act to be invoked, then a payment bond will be provided which will include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by the contract.
- It is not necessary to submit a payment and performance bond with this bid. If awarded a contract, the successful Bidder will be required to provide a payment and performance bond for any projects that arise that are over $50,000.

4.4. CONFLICT OF INTEREST:
Contractors receiving compensation for work completed on behalf of the District shall be required to review the District's Conflict of Interest Policy (the policy may be found on the District's website www.msdprojectclear.org - once you are at the MSD home page click on the ABOUT US / BOARD OF TRUSTEES (OVERVIEW) link and scroll down to the bottom of the page, click on the "conflict of interest" link; if a vendor does not have access to the internet the vendor may request that a copy be sent by e-mail or facsimile) prior to submitting a bid.

At the time a Notice of Award is issued the contractor will be required to complete and execute the Vendor's Conflict of Interest Statement and return it to the Purchasing Division. In addition, vendors and contractors must continue to abide by the Conflict of Interest Policy in order to remain eligible to conduct work for the District.

The Purchasing Division does not maintain a central file of completed questionnaires. The Purchasing Division files
completed Vendor's Conflict of Interest Questionnaires with the appropriate contract file.

Vendors having questions concerning the District's Conflict of Interest Policy should direct their questions to the Office of General Counsel. Bidders should submit questions as per the process outlined in this RFQ.

The District has a hot line for an individual or company to call to report any instance of unethical action by a District employee, Director, or Board member, or for any action that is a conflict of interest. The hot line telephone number is (800) 398-1496 (English) or (800) 216-1288 (Spanish).

4.5. PREVAILING WAGE PROVISIONS:

The Contractor shall pay at least the prevailing hourly rate of wages for each type of worker needed to execute the contract and also the general prevailing rate for legal holiday and overtime work, all as determined by the Metropolitan St. Louis Sewer District as stated in MSD Wage Order 07-20 and the Metropolitan St. Louis Sewer District Prevailing Wage Rules effective July 1, 2019; or by the Industrial Commission of Missouri, as stated in Annual Wage Order No. 27 Section 096 for St. Louis City and/or Section 100 for St. Louis County; (all of which are attached, as applicable).

Contractor shall, at a minimum, comply with requirements of Missouri Revised Statutes Chapter 290 Wages, Hours and Dismissal rights (http://revisor.mo.gov/main/OneChapter.aspx?chapter=290) and Rules of Department of Labor and Industrial Relations, Division 30-Division of Labor Standards, Chapter 3 – Prevailing Wage Law Rules (https://labor.mo.gov/laws).

The District shall require the Contractor to pay prevailing wage when the bid or contract is $10,000 or greater and the type of work requires Prevailing Wage.

The use and payment of apprentices and entry-level workers shall be in accordance with the Metropolitan St. Louis Sewer District Prevailing Wage Rules.

Furthermore, in accordance with District Resolution 3116, the Contractor shall pay at least the living wage rate for each type of workman needed to execute the contract that are not covered by the prevailing wage rates referenced above. The applicable living wage rate shall be as determined by the City of St. Louis Compliance Official, a copy of the current Living Wage Adjustment Bulletin; effective April 1, 2020 is attached. The requirements for the applicable prevailing wage overtime and holiday schedules shall apply to the living wage rate.

Before final payment can be made, an affidavit must be filed in proper form and order by the Contractor stating that he/she has fully complied with the prevailing wage law and the living wage resolution.

4.6. Living Wage

PREVAILING WAGE AND LIVING WAGE: The Contractor shall pay at least the prevailing hourly rate of wages for each type of workman needed to execute the contract and also the general prevailing rate for legal holiday and overtime work, all as determined by the Industrial Commission of Missouri, a copy of Annual Wage Order No. 27 Section 096 for St. Louis City and/or Section 100 for St. Louis County, as applicable, is attached. Furthermore, in accordance with District Resolution 3116, the Contractor shall pay at least the living wage rate for each type of workman needed to execute the contract that are not covered by the prevailing wage rates referenced above. The applicable living wage rate shall be determined by the City of St. Louis Compliance Official, a copy of the current
Living Wage Adjustment Bulletin, effective April 1, 2020 is attached. The requirements for the applicable prevailing wage overtime and holiday schedules shall apply to the living wage rate. Before final payment can be made, an affidavit must be filed in proper form and order by the Contractor stating that he/she has fully complied with the prevailing wage law and the living wage resolution.

5. QUALIFICATIONS:

5.1. INSURANCE:

REVISED INSURANCE PROVISIONS

Effective July 1, 2017

Within ten days after being issued an Intent to Award or Notice of Award of this Contract and prior to the commencement of work for the District, the Contractor must provide satisfactory Certificates of Insurance on ISO ACORD 25 Form or current equivalent to the District, indicating that the Contractor has obtained and will continue to carry commercial general liability, business auto liability, workers' compensation/employers' liability and excess (umbrella) liability as required, and pollution, professional, cyber and aviation liability as required if applicable to the Contract. The initial and renewal Certificates of Insurance must identify the MSD Project and Contract by name and reference number.

The Contractor shall carry and maintain for the life of the Contract adequate liability insurance as required by this Contract with a company or companies satisfactory to the District and which are:

§ Licensed to do business in the State of Missouri (Admitted) with a financial strength rating of "A-" or better and a financial size category of Class VI or higher per AM Best Company; or
§ Not licensed in the State of Missouri (Non-admitted) with a financial strength rating of "A" or better and a financial size category of Class IX or higher per AM Best Company; or
§ For workers compensation coverage only, organized pursuant to the Missouri Insurance Company Act (R.S.Mo §§ 287.900 to 287.920).

The insurance carrier will be acceptable regardless of the above requirements if the insurance company furnishes a bond guarantee or policy containing a provision (commonly referred to as a "cut-through" endorsement) giving all claimants thereunder a direct right of recovery against the company's reinsurer, provided the reinsurer meets one of the qualifications listed above.

The District and its Trustees, directors, officers, agents and employees, shall be named as "Additional Insured(s)" for all required insurance coverage (with the exception of pollution liability, professional liability and workers compensation coverage) with respect to the work covered by the Contract. The Contractor shall require that its sub-contractor name the District and the Contractor as "Additional Insured(s)". The Contractor shall name any Consultant and Sub-consultant for the Project as Additional Insured(s) on the commercial general liability coverage applicable to the Project. The additional insured coverage must be sufficiently broad to afford the District coverage as required by the indemnification provision of the Contract and must include products and completed operations coverage.
The amounts of coverage required herein shall not be construed to limit the liability of the Contractor under the indemnification provision of the contract. The limits of liability shall not be for less than the amounts listed below and shall be in larger amounts if such are required in the project specifications.

The coverage and minimum limits of liability shall be in accordance with the specifications below except as may be specifically modified by the Project specifications:

REQUIRED COVERAGES & MINIMUM LIMITS:

A. Commercial General Liability (occurrence form)
   $1,000,000 Each Occurrence
   $1,000,000 Aggregate/Per Project*

*The aggregate limits must be provided on a per project basis. Aggregate limits not provided on a per project basis must be noted on the Certificate of Insurance and the District must approve in advance.

The Commercial General Liability (CGL) policy shall include the following:

1. Premises – Operations Liability
2. Blanket Contractual Liability
3. Products & Ongoing and Completed Operations Liability
4. Contractor’s Protective Liability (Independent Contractors)
5. Personal Injury Liability
6. Broad Form Property Damage Liability Endorsement
7. Coverage for explosion, collapse and underground hazards (XCU)
8. Blasting (provided that blasting coverage may be excluded if not to be performed in connection with the work)

If any exceptions or exclusions have been made to the standard CGL Policy, the exceptions and exclusions must be specifically listed and identified in the Description of Operations section of the Certificate of Insurance and must be submitted to the District for approval.

If using a non-standard policy form (Form CG 00 01 04 13 or equivalent), then additional endorsements may be required.

The commercial general liability policy must provide primary and non-contributory coverage that is equivalent to the terms of ISO Form CG 20 01 04 13, Primary and Noncontributory Other Insurance Conditions (or current equivalent).

The commercial general liability coverage including products and completed operations shall be maintained for a minimum period of five (5) years following final payment.
B. Business Automobile Liability
   $1,000,000 Combined Single Limit

Insurance shall apply to all owned, non-owned and hired vehicles. Such insurance shall not be required if the Contractor acts as a supplier and exclusively uses third party commercial carriers and shippers. A MCS-90 endorsement shall be included on the policy when required by Missouri law.

C. Workers Compensation & Employers' Liability

Workers Compensation:
   Statutory Limits

Workers Compensation Insurance shall comply with all applicable State and Federal laws, including but not limited to U.S. Longshore & Harbor Workers (USL&H) Act and Jones Act.

Employers' Liability:
   $500,000 Each Accident
   $500,000 Disease Each Employee
   $500,000 Disease Policy Limit

D. Excess (Umbrella) – Applies to Commercial General Liability, Business Auto & Employers' Liability.

Excess coverage must be provided with the following limits for each of the Commercial General Liability, Business Auto and Employers' Liability coverages. These limits are in addition to the primary limits set forth above.

   For All Contracts:
      $2,000,000 Each Occurrence
      $2,000,000 Aggregate

   For Contracts Less than $25,000:
      $1,000,000 Each Occurrence
      $1,000,000 Aggregate

E. Contractor's Pollution Liability (if required by project scope)

For contracts in excess of $100,000, the Contractor, if providing subsurface, geo-technology and/or landscaping services, shall carry and maintain (or shall require any sub-consultant providing geo-technology services to carry and maintain) in force for the full period of the contract, contractor’s pollution liability insurance coverage for losses caused by sudden and non-sudden pollution conditions that arise from the operations of the Contractor and/or its sub-consultant(s). The pollution liability insurance shall apply to bodily injury and property damage, including loss of use of the damaged property or property that has not been physically injured, and shall cover cleanup, transportation, disposal, remediation, and defense costs, including all expenses incurred in the investigation, defense, payment or settlement of claims. The District shall be identified on the pollution liability insurance as a certificate holder.
If pollution liability insurance is provided on a claims-made basis, the Contractor or sub-consultant as applicable shall maintain the coverage in force for the full period of the contract and five (5) years after completion of the project.

NOTE: For contracts less than $100,000, the District does not require the Contractor to provide pollution liability coverage for the District. The Contractor may wish to provide such coverage for its own protection. The District is not providing such coverage to the Contractor.

F. Professional Liability/Errors & Omissions for Professional Services Contracts (if required by project scope)

Required if the Contractor is providing professional advice and/or opinions to the District, including but not limited to the following areas: healthcare, IT (excluding software maintenance and similar agreements), facility security services, engineering, lobbying, public relations/media, legal, accounting, insurance, investment/financial advisory and actuarial services.

$2,000,000 Per Claim or Occurrence
$2,000,000 Aggregate

The Contractor shall maintain in force for the duration of the contract errors and omissions/professional liability insurance appropriate to the Contractor's profession. Coverage as required in this Article shall apply to liability for professional errors, acts or omissions arising out of the scope of the Contractor's services as set forth in the contract and the project specifications. The insurance coverage shall be retroactive to the earlier of the date of the contract or the commencement of the Contractor's work on the project, and the Contractor shall cause the same to remain in effect for a period of at least five years after final acceptance of the project by the District or such other period as may be set forth in the Contract Documents.

NOTE: If Contractor provides combined Pollution Liability and Professional Liability coverage, separate limits in the amounts required must be provided. If a policy aggregate applies, the certificate of insurance must so indicate and the amount must be approved by the District.

G. Cyber Risk Liability Insurance

To the extent the Contractor is providing any services for the District that involve access to Information Services and electronic data and records, including but not limited to data or information involving District personnel or customers, then the Contractor shall carry cyber risk insurance with the limits set forth below. Contractor shall maintain in force for the duration of the contract Cyber Liability coverage including without limitation, unauthorized access, unauthorized use, virus transmissions, denial of service, personal injury, liability of the Contractor and liability of the District arising out of acts or omissions of the Contractor with respect to design and development of the system used to operate and maintain the service.

$2,000,000 Per Claim or Occurrence
$2,000,000 Aggregate
If coverage as required is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning from the time that work under this contract is completed.

In addition to the above, to the extent required by the scope of the services to be provided by Contractor, the following additional coverage may be required as indicated:

1. Network Privacy and Security

If the Contractor provides services that require direct access to the District's systems or holding sensitive information of the District, its employees or its customers, then network security/privacy coverage is required. Additionally, the Contractor is required to protect the customer or employee personally identifiable information (PII) to which the Contractor has access or is holding.

$2,000,000 Per Claim or Occurrence
$2,000,000 Aggregate

The cyber exposures to be covered under network privacy and security coverage should include the following:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system, including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms, and any other type of malicious or damaging code;
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- Denial of service for which the Contractor is responsible that results in the degradation of or loss of access to Internet or network activities or normal use of a computer system;
- Loss of service for which the Contractor is responsible that results in the inability of a third party, which is authorized to do so, to gain access to a computer system and conduct normal Internet or network activities;
- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner; and
- Loss or disclosure of PII or confidential information no matter how such loss occurs.

2. Technology Errors & Omissions

If the Contractor is required to engage in software, hardware, or systems development, technology E&O coverage is required.

$2,000,000 Per Claim or Occurrence
$2,000,000 Aggregate

The activities of the Contractor to be covered shall include the following:

- Systems analysis;
- Software design;
- Systems programming;
- Data processing;
- Systems integration;
- Outsourcing, including outsourcing development and design;
• Systems design, consulting, development, and modification;
• Training services relating to computer software or hardware;
• Management, repair, and maintenance of computer products, networks, and systems;
• Marketing, selling, servicing, distributing, installing, and maintaining computer hardware or software; and
• Data entry, modification, verification, maintenance, storage, retrieval, or preparation of data output.

H. Aircraft Third Party, Property Damage & Passenger Legal Liability (Aviation Coverage) (If required by project scope)
The Contractor if providing any type of aviation services, including but not limited to the use of drones, shall provide aviation coverage including war liability.

$1,000,000 Per Claim or Occurrence
$1,000,000 Aggregate

Deductible/Self-Insured Retention:
In any coverage a deductible or retention that exceeds $100,000 shall be noted and approved by the District's Risk Management Group. The District will reserve the right to review the funding for any deductible or retention program. Satisfaction of any such deductible or retention shall be the sole responsibility of the Contractor. If self-insured, the District reserves the right to request acceptable proof of financial responsibility before approval.

Cancellation
Should any of the required insurance coverage be cancelled prior to the expiration date, the Contractor must provide at least sixty (60) days written notice to the District prior to the cancellation. For policy cancellation for non-payment of premium by the Contractor, the Contractor must notify the District at least ten (10) calendar days prior to the cancellation.
Cancellation provisions within any coverage shall be in accordance with Missouri Cancellation and Non-Renewal provisions. It is the duty of the Contractor to notify the District of any cancellation or non-renewal and provide the District 60 days notice.

Replacement Policy
Should any of the required insurance coverage be cancelled, terminated or materially altered, the Contractor will send written notice to MSD at least sixty (60) days prior to the effective date of said cancellation, termination or alteration. Upon receipt of any notice of insurance cancellation, termination or alteration, the Contractor shall within thirty (30) days procure other policies of insurance identical in all material respects to the policy or policies about to be cancelled, terminated, or altered, and shall provide the District with evidence of coverage before the alteration, cancellation or termination date; and if the Contractor fails to provide, procure and deliver acceptable policies of insurance and satisfactory certificates or other evidence thereof, the District may obtain such insurance at the cost and expense of the Contractor without notice to Contractor or may elect to pursue any other remedy permitted by law or the contract terms, including but not limited to termination of the contract.

5.2. RESPONSIBILITY:
The DISTRICT reserves the right to require the apparent successful bidder(s) to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar contracts prior. The award of Contract will be contingent upon providing acceptable proof and record of performance.
The District will take into account a bidder's performance on any existing contracts the bidder has with the District. The District will take into account a bidder's performance on any past contracts he or she has had with the District. If in the District's opinion the performance under such contracts is, or was, below a satisfactory level of performance the bidder can be found non-responsive. For example a current contract is behind schedule, or a past contract not completed on schedule, is considered evidence that the bidder will not complete the current project on schedule. If the District is experiencing, or has experienced, problems in getting a contractor to perform site restoration in a timely manner the District can consider that it will experience the same difficulty on the current project. While site restoration may not be a major portion of the contract it is a critical issue with the District's customers. These examples are not all inclusive of issues that may be considered in the evaluation of a bidder's performance in District contracts. It is not necessary for the District to have terminated a contract to consider the performance less than satisfactory.

5.3. COMPLIANCE WITH DISTRICT ORDINANCES, CONTRACTS OR CHANGES:

The District may determine that a bidder is not responsible if, at the time a bidder submits a bid, it is determined that said bidder:

- has a record of violating any ordinance, rule or regulation of the District;
- is in default in the performance of any permit or contract with the District; or
- is currently delinquent with respect to any District sewer charges or taxes.

The District may terminate a contract if during the course of the contract it is determined that the Contractor is:

- in violation of any District ordinance, rule or regulation of the District;
- is in default in the performance of any permit or contract with the District; or
- is currently delinquent with respect to any District sewer charges or taxes.

In regards to delinquency to sewer charges and taxes the District has the right to deduct the amount of any delinquent amount owed to the District by the Contractor from any amount due the Contractor on any contract and/or purchase order. The District may exercise this right in conjunction with termination, or without exercising its right to terminate.

5.4. MISREPRESENTATIONS & DISQUALIFICATIONS

Misrepresentations or other conduct by a bidder that could undermine the integrity of MSD's procurement process will not be tolerated and may disqualify a bid from further consideration and may disqualify the bidder from consideration for future bidding opportunities for a period of time or permanently depending upon the seriousness of the matter.

6. AWARDING THE BID:

6.1. AWARDING THIS SOLICITATION:
The cost of operating and supporting a system or major item over its useful life may be substantial and in some cases the life cycle operating cost and maintenance cost are greater than the acquisition cost. Life cycle cost may include administrative costs associated with administering the contract and or system. The District may in evaluating bids to determine the lowest bidder may, when it deems it appropriate, take into account the total cost associated with owning and maintaining the contract, equipment, and/or system. In such instances the District shall document its evaluation of the life-cycle-cost, and this documentation will become a part of the contract file.

6.2. NON-RESPONSIVE BIDS AS DETERMINED BY THE DISTRICT:
It is the sole responsibility of the District to evaluate fairly and determine whether or not the Bid or Proposal is responsive.

If it is determined that the bid is non-responsive for any reason, the Bidder shall be notified and the bid will be rejected by the District.

6.3. BID RESULTS:
A summary of the bids received will be posted to MSD's website (msdprojectclear.org) within five (5) days after the bid opening.

6.4. NOTICE OF AWARD:
The District will issue a Notice of Award to the successful Bidder. The notice of award will advise the Bidder of the documents which must be submitted to the District, and approved by the District, before a notice to proceed will be issued.

6.5. CONTRACT DOCUMENTS:
The final Contract between the District and the Contract shall include, by reference, these Terms and Conditions, the Specifications, and the Bid as accepted by the District. Any changes, additions or modifications hereto shall be in writing and signed by the Purchasing Manager. No other individual is authorized to modify the Contract in any manner.

7. PERFORMANCE DURING THE CONTRACT PERIOD:

7.1. OBSERVANCE OF LAWS AND REGULATIONS:

- The Bidder shall keep himself fully informed of all federal, states and municipal laws, ordinances, and regulations which may affect the conduct of the work, the safety of the public and those engaged or employed, and the materials used; and on all orders and decrees of bodies having jurisdiction or authority over the work. The Bidder shall observe and comply therewith. The Bidder shall protect and indemnify the District and all its officers, agents, and employees against any claim or liability arising from or based on the violation thereof by himself/herself or his/her employees.
- Prevailing rates of pay shall be paid to skilled and unskilled labor employed on the contract work, if the
Prevailing Wage Provisions are included in these Terms and Conditions.

- No discrimination shall occur in the selection or employment of labor on account of creed, race, color, or sex.

7.2. SUBMISSION OF INVOICES:

- The Contractor will submit invoices to: MSD, ATTN: Accounts Payable, 2350 Market Street, St. Louis, MO 63103-2555.
- All invoices must reference a purchase order number and a ship to or service address. All invoices and packing slips are to reference MSD Item numbers.
- Payment will not be made until after the supplies have been received or the services have been rendered and accepted by the District.
- The Contractor must submit invoices to the District in a timely manner. Invoices need to be received by the District within 60 days of the date the supplies were received and accepted or the services were performed. Payment will be made 30 days after this invoice date. Repeated delays in invoicing may influence the District's decision as to whether or not to exercise available options for additional contract years.
- Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the contract. If during the audit it is revealed that the Bidder charged the District a price higher that the bid price the Bidder will reimburse the District the amount of the overcharge.

7.3. CONTRACTOR, CONSULTANTS AND SERVICE PROVIDER BUSINESS EXPENSE REIMBURSEMENT POLICY

PURPOSE
This policy establishes requirements and procedures for payment of authorized business expenses for contractors, consultants or service providers for travel or expenses authorized under a specific contract. Expenses indicated in the contract that are reasonable, relevant and directly tied to the activities of the approved scope of work under a contract will be approved for payment. This policy shall be followed unless specific contract language allows otherwise.

Payments for travel expenses tied to a contract deliverable or task will be reimbursed based on itemized original receipts as deemed appropriate by the District. Charges for alcoholic beverages will not be reimbursed. Expenses lacking itemized receipts will not be reimbursed except those where receipts are not typically provided (such as tips and metered parking). Expenses are to be attached and submitted along with a detailed invoice. Non-travel related expenses or other business activities must be supported with original receipts and determined by MSD to be appropriate based on contract deliverables or tasks.

A copy of the full policy is available upon request.

8. LEGAL CONSIDERATIONS:

8.1. FUNDS:
Financial obligations of the District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting
Contract will become null and void, without penalty to the District.

8.2. PATENTS, TRADEMARKS, COPYRIGHTS:

It is mutually agreed and understood that this Agreement includes all royalties and costs arising from patents, trademarks and copyrights in any way involved with the work. If the Seller, or its subvendors/subcontractors, is required or desires to use any design, device, material or process covered by letters, patent, trademark, or copyright, the Seller indemnifies and holds the District harmless from any and all claims for infringement by reasons of the use of any such patented design, device, material or process to be performed under this Agreement and shall indemnify the District for any costs, expenses and damages which the District incurs or maybe obligated to pay by reason of such infringement, at any time during the prosecution or after the completion of the work. The District will give to the Seller notification of the source of any such suit or proceeding and shall furnish the Seller (at the Seller's expense) all needed information, authority and assistance to enable the Seller to defend the same. If any material, equipment, or work is in any such suit or proceeding held to constitute infringement or its use is enjoined, the Seller, within a reasonable time, shall either secure for the District, at the Seller's own expense, the right to continue using said material, equipment or work by suspension of the injunction, by procuring for the District a license, or otherwise, or shall at the Seller's own expense and as the District may elect, replace such material, equipment or work with non-infringing material, equipment or work, or may modify it so that it becomes non-infringing, or remove such infringing material, equipment or work, and refund the sums paid therefore by the District all without injury or damage to any other property of the District.

8.3. PUBLIC OFFICIAL NOT PERSONALLY LIABLE:

There will be no personal liability on the public officials of the District or its agents or employees for any act performed in the discharge of any duty imposed, or the exercise of any power or authority conferred on them by or within the scope of the contracts. It is understood that in all such matter they act solely as agents and representatives of the District.

8.4. NON-DISCRIMINATION IN EMPLOYMENT:

In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.

The contractor will take affirmative action to insure that applicants are employed and that employees are treated, during employment without regard to their race, color, religion, sex, age, disability or natural origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Likewise, the contract will not discriminate against any employee or applicant for employment if qualified. Further, the Contractor shall take affirmative action to employ and advance qualified veterans of the Vietnam Era.

Contractor agrees to post in a conspicuous place available to employees the applicants for employment notices setting forth the provisions of this non-discrimination clause.
In the event of the Contractor's noncompliance with the provisions of the Subparagraph, above, this contract may be canceled, terminated or suspended in whole, or in part, and the Contractor may be declared ineligible for further District Contracts. The rights and remedies of the District provided in this subparagraph will not be exclusive but are in addition to any remedies provided in this contract or as provided for by law.

8.5. HOLD HARMLESS:
The CONTRACTOR shall keep the DISTRICT free and harmless from payment of any damages, costs, expenses, royalties, patent fees, attorneys' fees, or sums of money whatsoever by reason of the Contractor's negligent performance of duties in connection with this project or agreement. In the event of joint or concurrent negligence of Contractor and the District, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which results in the claimed damages. Contractor shall not be liable for any indirect, incidental, special or consequential damages whether grounded in tort (including negligence), strict liability, or contract.

8.6. INDEMNIFICATION:
The Contractor shall defend, indemnify and save harmless the District, its Trustees, Directors, Officers, Agents and Employees (the District), from and against any and all claims (including but not limited to attorneys' fees), suits, causes of action, judgments or damages on account of any liability, including personal injuries or bodily injury, including death or property damage, sustained by the District or sustained or claimed to be sustained by any person or persons, to the extent caused by, to the extent arising out of, or to the extent resulting from, any act or omission of the Contractor or its subcontractors, their agents or employees, related to the work, or due, in whole or part, to any negligent act or omission on the part of the Contractor or its subcontractors, their agents or employees. This indemnity shall continue not only during the time period in which the Contractor performs the work but shall continue thereafter for a period of two (2) years after final payment.

8.7. APPLICABLE LAW:
The bid and contract shall be governed in all respects by the ordinances of The Metropolitan St. Louis Sewer District and the laws of the State of Missouri, and any litigation with respect thereto shall be brought in the courts in the State of Missouri.

8.8. OPEN RECORDS - SUNSHINE LAW
Please be advised that the Metropolitan St. Louis Sewer District ("MSD") is subject to the laws of the State of Missouri, including open records laws. MSD's records are subject to disclosure upon request, unless exempt under a specific provision of the Act. This includes proposals received from prospective vendors.

9. TERMINATION:

9.1. TERMINATION FOR CONVENIENCE:
The performance of work under this Contract may be terminated by the District in whole or part, whenever the Purchasing Manager shall determine that such termination is in the best interest of the District. Any such termination shall be affected by delivery to the Contractor of a letter of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter, the Contractor shall:

- Stop work on the Contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Contract not terminated.
- Complete on schedule such part of the work as not terminated by the letter of termination.

9.2. TERMINATION FOR DEFAULT:

If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the District shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the District, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Contractor shall be obligated to return any payment advanced under the provisions of this Contract.

Notwithstanding the above, the Contractor shall not be relieved of liability to the District for any damages sustained by the District by virtue of any breach of the Contract by the Contractor, and the District may withhold any payment to the Contractor for the purpose of mitigating its damages until such time as the exact amount of damages due the District from the Contractor is determined.

If after such termination it is determined, for any reason the Contractor was not in default, or that the Contractor's action/inaction was excusable, such termination shall be treated as termination for convenience as described in above paragraph.

10. POST-CONTRACT REQUIREMENTS:

10.1. AUDITS/INSPECTIONS:

Contractor agrees to permit the District's Auditor or the Auditor's authorized representative (including auditors from a private auditing firm hired by the District) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payrolls and account payable/receivable records, and other papers or property of the contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the cost or administering the contract. The District will provide reasonable notice of such an audit or inspection.
The District reserves the right to audit and verify the contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of seven years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to include a similar right to the District to audit records and interview staff of any subcontractor related to the performance of this contract.

Should the contractor cease to exist as a legal entity, the contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the District Auditor.

A Contractor may be debarred from quoting, bidding, or submitting a proposal on future solicitations for a period not to exceed five (5) years if the Contractor 1) fails to comply with the provisions of this clause, or 2) fails to issue a credit memo or check, within thirty (30) calendar days of being notified of the an overcharge.
THE METROPOLITAN ST. LOUIS SEWER DISTRICT

10572 RFQ
MECHANICAL CHILLER

Bids MUST be received in the

PURCHASING DIVISION
Metropolitan St. Louis Sewer District
2350 Market Street
St. Louis, MO 63103-2555

No Later Than: 10:00 a.m., November 30, 2020

SPECIFICATIONS

Publish Date: October 28, 2020

Contact Person:
GINA JAMISON
Buyer
TEL: 314/768-6314
FAX: 314/768-6369
e-mail: gjamison@stlmsd.com
1. Scope
   
a. Metropolitan St. Louis Sewer District Lemay WWTP is requesting proposals for
      the purchase of one (1) mechanical water-cooled chiller. The chiller shall be sized
      to accommodate the cooling load identified in Figure 1. Chiller shall connect to
      existing chilled water loop and condensing water piping system. Both chilled
      water and condensing water system have existing pumping. The condenser
      water is wastewater plant effluent water. The requested proposal is for the
      providing the chiller package and initial set-up services identified below.
      Installation shall be by others.

2. Background
   
a. Air conditioning is provided in the Blower Building for personnel comfort and
      equipment cooling. The cooling system is original to the building. The building
      was equipped with two (2) water cooled, steam absorption chillers; 186T Carrier
      model 16JB018-604. The chillers were connected to a common chilled water loop.
      Condensing water is supplied by plant effluent water delivered from a common
      service header to a set of circulating pumps with a 3-way control valve on the
      return piping to control condenser water temperature.
   
b. The chillers are in a second-floor mechanical room.
   
c. Cooling is not required in Blower Rooms 1,3,4. Cooling supply to the associated
      AHUs 6-3, 6-5, 6-6 shall be eliminated.
   
d. One of the two chillers has been previously removed by others. The proposed
      new chiller shall be installed in that location and utilize the existing connections
      to the chilled water and condensing water loops. The chiller shall provide
      cooling to AHUs 6-1, 6-2, and 6-4.

3. Proposal
   
i. The following information shall be included with the price proposal.
      Failure to submit this information will be grounds to consider the bid as
      non-responsive.
   
      1. Proposed manufacturer and model number.
      2. Price as delivered to 201 E. Hoffmeister, St. Louis, MO 63125.
      3. Delivery lead time.
      4. Complete Installation, Operation & Maintenance (IOM) manuals
         annotated for the proposed chiller equipment and any required
         appurtenances. Submitted IOM shall include the following
         minimum information.
   
         a. Model number description
         b. Unit components
         c. Inspection checklist(s).
d. Electrical data including energy use and electrical efficiency.

e. Dimensions and weights.

f. Installation instructions.

g. Cooling capacity.

h. Number of compressors and ratings.

i. Min/max evaporator and condenser water flow rates.

j. Sound decibel rating.

k. Mounting and leveling information.

l. Operating instructions for start-up, normal operation, shutdown, extended lay-up.

m. Maintenance schedule and instructions.

n. Unit controller software instructions including remote monitoring capability, PLC manufacturer/model, software version, communications protocol.

5. Certification of equipment size selection and condenser tube fouling factor with the condenser using wastewater treatment plant effluent water.

6. Other recommended features may be offered by the vendor. Any additional features shall not be included in the bid but shall be included in the proposal and listed as separately priced options.

4. Chiller requirements:

   a. Allowed manufacturers: Trane; Carrier; York; others shall request approval a minimum of five (5) working days prior to Request for Proposal (RFP) submission deadline.

   b. Proposed chiller may be screw, scroll, or centrifugal type.

   c. Construction

      i. The units shall be designed to facilitate movement by overhead rigging and fork truck for installation and removal.

      ii. Units shall be constructed of the manufacturer's standard material of construction with a corrosion protection coating.

      iii. Hinged condenser waterbox.

      iv. Vibration isolation mounts.

   d. Electrical

      i. 480V / 3-phase / 60Hz
1. The color of the ungrounded conductors in different voltage systems shall be as follows:

2. 277/480 Volt, 3 Phase: Phase A – brown; Phase B – orange; Phase C – yellow

3. 120/240 Volt, Single Phase: Red and black

   ii. Motors shall meet NEMA Premium Efficiency standards

   iii. Knockouts shall be provided for electrical connections. Removable panels and/or access doors shall be provided for inspection and easy access for maintenance.

   e. Refrigerant: 134A.

f. Dimensions and weights
   
   i. Maximum allowed Length x Width = 120in x 54in

   ii. Height:

       1. Heights in excess of 90in may require the removal of (or portions of) doors and walls. Any associated costs to remove/replace/modify doors and walls to facilitate the installation of the new chiller equipment shall be factored into the cost of the proposed equipment. In no case shall the height of the unit exceed 100in.

   g. Condenser shell and condensing water.

       i. Condenser water is effluent water from a wastewater treatment plant. The water contains trace amounts of nutrients including nitrogen, phosphorous and ammonia. Carbonaceous Biological Oxygen Demand (CBOD-5day) ranges from 5-10mg/L. Experience with the existing chillers shows that the condenser tubes experience fouling which limits chiller performance due to poor heat transfer. The proposed chiller shall be designed to accommodate tube fouling expected under these conditions.

       ii. Plant effluent water supplied to the chiller by the plant’s Service Water system at 50-83F, 1000GPM max, 60PSI. The Service Water system includes 250micron strainers.

       iii. A water supply regulating valve shall be included as part of the proposal. Regulating valve shall throttle the flow of condensing water to limit the pumping requirements of the plant’s Service Water system.

   h. Chilled Water Header

       i. New chiller shall be connected to the existing chilled water loop.

       ii. Existing pumps: See Figure 2.

   i. Controls
i. PLC controls
   1. District prefers Allen Bradley PLCs. Preference shall be given to equipment supplied with Allen Bradley.
   2. Provide for remote monitoring of chiller operational parameters and alarming to the plant SCADA system via one of the following protocols:
      a. 4-20mA
      b. Ethernet IP
      c. Modbus TCP/IP

j. Drawings & Equipment Manuals:
   i. Vendor shall submit shop drawings including but not limited to dimensional drawings, datasheets, manuals, etc. The shop drawings shall include detailed Bill of Materials which fully describes all components/materials required for fabrication, assembly, and installation including any modifications to the existing ductwork. Upon completion of fabrication and at, or prior to delivery,
   ii. Vendor shall furnish to the District three (3) hard copies of equipment manuals complete with all accurate installation, operating, and preventive maintenance instructions including recommended spare parts and recommended frequency of preventive maintenance.

k. Commissioning Services
   i. Vendor shall provide inspection of the completed installation and provide a certificate of proper installation (CPI).
   ii. Vendor shall provide start-up and commissioning services for initial start-up of the chiller.
   iii. Vendor shall provide training to plant staff for overall equipment familiarization, start-up, normal operation, shutdown, extended shutdown, maintenance and troubleshooting.
   iv. Commissioning services shall be priced separately.
Figure 1. Coil Schedule. Cooling not required for Blower Rooms 1, 3, 4. Respective AHUs shall have cooling coils removed.
Figure 2. Chilled Water Circulating Pump Schedule. Listed gpm capacity of Chilled Water Primary Pumps is from original system design.

Cooling coils in AHU 6-3, 6-5, 6-6 and associated circulating pumps (CP6-5, 6-6, 6-9 thru 6-12) to be eliminated.
Figure 3. Chilled water loop. The following are indicated: Chiller to be replaced; AHU’s to be disconnected from the cooling system; removal of the 3-way mixing valve for Chiller 6-1.
THE METROPOLITAN ST. LOUIS SEWER DISTRICT

10572 RFQ
MECHANICAL CHILLER

Bids MUST be received in the
PURCHASING DIVISION
Metropolitan St. Louis Sewer District
2350 Market Street
St. Louis, MO  63103-2555

No Later Than:  10:00 a.m., November 30, 2020

FORMS A, and C

Publish Date:  October 28, 2020

Contact Person:  
GINA JAMISON
Buyer
TEL:  314/768-6314
FAX:  314/768-6369
e-mail: gjamison@stlmsd.com
**MSD FORM A**

**METROPOLITAN ST. LOUIS SEWER DISTRICT**

**SUBCONTRACTOR UTILIZATION EVALUATION FORM**

Prime Contractor: ____________________________________________________________

I will use the following MBE Subcontractors to meet MBE goals:

1) **MBE Firm Name** _______________________________ **Certified By:** __________ **MBE Ethnicity:** __________________
   
   Subcontractor to (check one):  ____ Prime’s Subcontractor (Tier 2 Subcontractor)  ____ Subcontractor (Tier 3 Subcontractor)

<table>
<thead>
<tr>
<th>Description of Materials/Service/Work</th>
<th>Participation</th>
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<tr>
<td>____ Materials /Supplies including Labor or Installation (100%)</td>
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<td>____ Service Provider/Installer <em>(Providing Equipment &amp; Material)</em> (100%)</td>
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<td>____ Hauling Services (100%) <em>(No Advanced Payment)</em></td>
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<td>____ Supplier/Distributor (20%) <em>(No Advanced Payment)</em></td>
<td>$____________</td>
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<tr>
<td>____ Broker/Dealer (3%) <em>(No Advanced Payment)</em></td>
<td>$____________</td>
</tr>
</tbody>
</table>

   **Total MBE Subcontract Amount** $____________

2) **MBE Firm Name** _______________________________ **Certified By:** __________ **MBE Ethnicity:** __________________
   
   Subcontractor to (check one):  ____ Prime’s Subcontractor (Tier 2 Subcontractor)  ____ Subcontractor (Tier 3 Subcontractor)

<table>
<thead>
<tr>
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</table>

   **Total MBE Subcontract Amount** $____________

3) **MBE Firm Name** _______________________________ **Certified By:** __________ **MBE Ethnicity:** __________________
   
   Subcontractor to (check one):  ____ Prime’s Subcontractor (Tier 2 Subcontractor)  ____ Subcontractor (Tier 3 Subcontractor)

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<tr>
<td>____ Broker/Dealer (3%) <em>(No Advanced Payment)</em></td>
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</table>

   **Total MBE Subcontract Amount** $____________

4) **MBE Firm Name** _______________________________ **Certified By:** __________ **MBE Ethnicity:** __________________
   
   Subcontractor to (check one):  ____ Prime’s Subcontractor (Tier 2 Subcontractor)  ____ Subcontractor (Tier 3 Subcontractor)

<table>
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<tr>
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<tr>
<td>____ Broker/Dealer (3%) <em>(No Advanced Payment)</em></td>
<td>$____________</td>
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</table>

   **Total MBE Subcontract Amount** $____________

**SUBCONTRACTOR TOTAL** $______________________________

*Bidder is responsible to verify that MBE sub is certified by an acceptable certifying agency at the time of bid submission.*

Rev 9/1/17
# MSD FORM C
## VENDOR UTILIZATION

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Vendor Type (SC, SP, DS, MN or BR)</th>
<th>Work Performed or Material Supplied</th>
<th>Amount Paid To Date</th>
<th>Balance to Be Paid</th>
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SC - Subcontractor; SP - Supplier; DS - Distributor; MN - Manufacturer; BR - Broker

Project Number: 
Contract No.: 
Project Name: 
Final Contract Amount: 

TOTAL
THE METROPOLITAN ST. LOUIS SEWER DISTRICT

10572 RFQ
MECHANICAL CHILLER

Bids MUST be received in the

PURCHASING DIVISION
Metropolitan St. Louis Sewer District
2350 Market Street
St. Louis, MO 63103-2555

No Later Than: 10:00 a.m., November 30, 2020

AWO/ WAGE RATE/ RULES/ LIVING WAGE

Publish Date: October 28, 2020

Contact Person:
GINA JAMISON
Buyer
TEL: 314/768-6314
FAX: 314/768-6369
e-mail: gjamison@stlmsd.com
Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 27
Section 100
ST. LOUIS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: ____________________________ March 10, 2020

Last Date Objections May Be Filed: April 9, 2020

Prepared by Missouri Department of Labor and Industrial Relations
<table>
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<tr>
<th>OCCUPATIONAL TITLE</th>
<th><strong>Prevailing Hourly Rate</strong></th>
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<td>Bricklayer</td>
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</tbody>
</table>

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

ANNUAL WAGE ORDER NO. 27

3/31/20
<table>
<thead>
<tr>
<th>OCCUPATIONAL TITLE</th>
<th><strong>Prevailing Hourly Rate</strong></th>
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<td>$56.93</td>
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<td>Millwright</td>
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<td>Lineman Operator</td>
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<td>Lineman - Tree Trimmer</td>
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<td>Skilled Laborer</td>
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<td>Operating Engineer</td>
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<td>Group IV</td>
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</tr>
</tbody>
</table>

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.
OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January First;
The last Monday in May;
July Fourth;
The first Monday in September;
November Eleventh;
The fourth Thursday in November; and
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.
1 Projects Requiring Prevailing Wages

The prevailing hourly rate of wages shall be paid to all workers employed by or on behalf of the Metropolitan St. Louis Sewer District on the construction projects, exclusive of maintenance work. Only workers that are directly employed by contractor or subcontractor in actual construction work on the site of the building or construction job shall be deemed to be employed upon public works.

Construction projects shall be subject to the enforcement of the District's Prevailing Wage Requirements. This includes, but is not necessarily limited to the construction of projects in the:

- Capital Improvement and Replacement Program Projects (regardless of the of the amount of the engineer's estimate or the amount of the bid)
- Blanket Contracts (as applicable)
- Non-Capital Improvement and Replacement Program Projects over $10,000 (as applicable)

The applicability of this requirement shall be as determined by the District and as stated in the project bid documents and/or specifications.

2 Establishment of the Prevailing Wage Rates

Wage orders issued by the District reflect the wage rates prevailing construction projects within the District's boundaries during the reporting period used to establish the wage rates. The prevailing wage for each occupational title shall be the rate most commonly paid during the period under consideration. Once the wage order has been established, it shall remain in effect until superseded by a new wage order.

It should be understood by all interested parties that the certified prevailing wage rates determined by the District are minimum wage rates. The contractor may not pay less than the prevailing wage rates determined by the District for the project or contract awarded to the contractor as set forth in the proposal and/or project contract documents that were submitted. Employees are free to bargain for a higher rate of pay and employers are free to pay a higher rate of pay.

3 Definitions

3.2. Construction - as defined by RSMO 290.210.2 and further described in 8 CSR 30-3.020
3.3. Labor organization or union – as defined by RSMO 290.210.4
3.4. Maintenance work – as defined by RSMO 290.210.6
3.5. Prevailing hourly rates of wages or prevailing wage rate - The wages paid generally, to workers engaged in work of a similar character including the basic hourly rate of pay and the amount of the rate of contributions irrevocably made to a fund, plan or program, and the amount of the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to workers and mechanics pursuant to an enforceable
commitment to carry out a financially responsible plan or program which was communicated in writing to the workers affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal or state law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the District, may be discharged by the making of payments in cash, by the making of irrevocable contributions by the assumption of an enforceable commitment to bear the costs of a plan or program as provided herein, or any combination thereof, where the aggregate of such payments, contributions and costs is not less than the rate of pay plus the other amounts as provided herein.

3.6. Public works contracting minimum wage - The wage equal to one hundred twenty percent of the average hourly wage in St. Louis City and St. Louis County as determined by the Missouri Economic Research and Information Center (MERIC) within the Department of Higher Education and Workforce Development, or any successor agency.

4 Determination of Prevailing Wage Rate

Annually the District shall determine the prevailing hourly wages for each separate occupational title as defined in RSMO 290.257.6.

The prevailing wage rate shall be the wage rate most commonly paid, as measured by the number of hours worked at each wage rate, for that occupational title. In determining such prevailing wage rates, the District shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, when no wages are reported. If the total number of reportable hours do not equal or exceed, one thousand hours for any particular occupational title, then the prevailing wage shall be the rate most commonly paid pursuant to a collective bargaining agreement or the public works contracting minimum wage as deemed appropriate by the District.

In determining the prevailing wage rate, the District will utilize reported hours and wage data provided by the Missouri Department of Labor for the prior year, for construction projects that occurred within the City of St. Louis or St. Louis County during that one year period.

The District will also accept and consider information submitted by constructors, subcontractors, labor unions and other interested parties provided that information regarding local wage rates for entry level workers and federally registered apprentices shall not be considered and upon verification that the information was not also submitted to the Missouri Department of Labor. Interested parties wishing to submit wage information to be used in establishing the prevailing hourly rate of wages for a particular class or type of work are required to identify the work according to the applicable occupational title of work description set forth in these rules. Hours of work reported to the District shall not be used to establish the prevailing hourly rate of wages if
THE METROPOLITAN ST. LOUIS SEWER DISTRICT PREVAILING WAGE RULES

the party submitting the hours of work fails to identify the work under one of the occupational titles recognized by these rules. Parties interested in submitting wage information may do by download and complete the MSD Contractor’s Wage Survey form (MSD-WS Form) from the District’s website and electronically submit the form to PrevailingWageMSD@stlmsd.com

Wage determinations will be made based on the following schedule:

<table>
<thead>
<tr>
<th>WAGE DETERMINATION SCHEDULE1</th>
<th>Wage Order Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Action Item</td>
<td>July 1st Each Year</td>
</tr>
<tr>
<td>Hours/Wage Analysis Period</td>
<td>(on or about)</td>
</tr>
<tr>
<td>Filing of Initial Determination</td>
<td>March 1st - March 30th</td>
</tr>
<tr>
<td>30 Day Comment Period</td>
<td>April 1st</td>
</tr>
<tr>
<td>Resolution of Objections</td>
<td>April 15th - May 15th</td>
</tr>
<tr>
<td></td>
<td>May 15th - June 15th</td>
</tr>
</tbody>
</table>

1 Dates may be subject to change

The Director of Finance or his/her designee for the District shall make an initial determination of the prevailing wage rate for each occupational title in accordance with the schedule stated above. A certified copy of the initial wage determination shall be filed with the Secretary-Treasurer of the District. The initial wage determination will be posted to the District’s website within ten days after the filing.

During the 30 day comment period, any person who is affected thereby may submit their objection in writing by email to PrevailingWageMSD@stlmsd.com or by mail to the attention of the Secretary-Treasurer, stating the specific grounds of the objection. If no objections are filed, the determination is final after thirty days.

The Secretary-Treasurer shall review all written objections and shall make the final determination that it believes the evidence warrants. A copy of the final determination shall be served on all objecting parties by email, personal service or by registered mail.

5 Apprentices and Entry Level Workers/Trainees
PURPOSE: This rule sets forth the requirements for the payment of apprentice wages for workers employed on a District project subject to its prevailing wage requirements.

5.1. Journeymen’s rate of pay shall be paid to all workers employed on a District project subject to its prevailing wage requirements except apprentices and trainees registered and participating in apprentice or trainee programs registered with the United States Department of Labor, Bureau of Apprenticeship and Training; and apprentices and trainees registered and participating in apprenticeship and skill training programs certified by the Secretary of the United States Department of Transportation as promoting equal opportunity in connection with federal-aid highway construction programs.

5.2. Apprentices shall be permitted to work at less than the predetermined rate for the class or type of work they performed when they are employed pursuant to and individually registered
in a bona fide apprenticeship program registered with the United States Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The allowable ratio of apprenticeship to journeymen on the site of the construction for any class or type of workers shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on the payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this rule, shall be paid not less than the applicable wage rate on the wage determination for the class or type of work actually performed. In addition, those apprentices performing work on the site of the construction who are in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the class or type of work actually performed. Every apprentice shall be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate for the class or type of worker specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices shall be paid the full amount of fringe benefits listed on the wage determination for the applicable class or type of work performed. In the event the Bureau of Apprenticeship and Training withdraws approval of an apprenticeship program, the contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the class or type of work performed until an acceptable program is approved.

5.3. (3) Entry Level Workers/Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the United States Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the annual wage order for the applicable class or type of work performed. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the annual wage order for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
6 Overtime and Holidays
Overtime and holiday pay shall be as stipulated in the Wage Order.

7 Certified Payroll Record Retention and District Right to Examine the Records
Contractors and subcontractors performing work subject to the prevailing wage requirement shall submit certified payroll records to the District upon its request. Contractors and subcontractors shall keep the certified payroll records on file for a minimum of one (1) year after the Acceptance of the Work, unless a longer document retention requirement is specified in the Project Contract Documents. The payroll records shall set out accurately and completely the following: name and address of each worker, the class or type of worker, rate of pay, daily and weekly number of hours worked for each class or type of work performed, deductions made, and actual wages paid for each class or type of work performed by each worker. The payroll records shall be available at all times for inspection by authorized representatives of the District.

The District has the right to make examinations of the payrolls and other records of each contractor or subcontractor as it may deem necessary to assure compliance with the provisions the Ordinance, these Rules and with state law.

In addition to payment of any wages and interest due, the contractor shall forfeit as a penalty to the District one hundred dollars for each worker employed, for each calendar day such worker is paid less than the specified wage rates for any work done under the contract, by the contractor or by any subcontractor under the contractor, and a stipulation to this effect shall be included in any contract or award.

8 Classifications of Construction Work
All District projects for which the prevailing hourly rate of wages of workers are to be determined, shall be classified as either (A) Building construction; or (B) Highway and heavy construction in accordance with the Rules of the Department of Labor and Industrial Relations 8 CSR 30-3.040.

9 Occupational Titles of Work Descriptions
The District's Occupational Titles shall have the same meaning as the Rules of the Department of Labor, 8 CSR 30-3.060 as amended by the Emergency Rules as was filed November 21, 2018, becomes effective December 1, 2018, and expires May 29, 2019, or any subsequent revision to 8 CSR 30-3.060 made by the Department of Labor.

10 Posting of Prevailing Wage Rates
Contractors and subcontractors engaged in District projects shall post the District's prevailing hourly rate of wages in a dry, accessible place within the field office at the site of the building or construction job. On District projects for which no field office is needed or established, such as road construction, sewer lines, pipelines and the like, a contractor/subcontractor may post the prevailing hourly rates of wages at the contractor/subcontractor's local office or batch plant, so
long as the contractor/subcontractor provides a copy of the prevailing hourly wage rates to any worker upon request. Prevailing hourly wage rates must be posted and maintained in a clearly legible condition for the duration of the District project.

11 Filing and Investigation of Complaints
The District shall make inquiry into all complaints regarding any violation of these Rules; shall institute action for payment of wages, interest and penalties as stipulated in Paragraph 7; and shall enforce generally the provisions of these Rules and District Ordinance 15136. If any violation of this Ordinance is found by the District, the District shall withhold and retain from payments to the contractor all sums and amounts due and owing, including any assessed penalties, as a result. Nothing in these Rules shall limit the District's authority or remedies that may be available under other laws, including but not limited to Missouri statutes, or pursuant to contract.

All complaints regarding any violation of these Rules should be submitted by email to PrevailingWageMSD@stlmsd.com or in writing to the attention of the Secretary-Treasurer of the Metropolitan St. Louis Sewer District, 2350 Market St., St. Louis, MO 63103.
## REVISION LOG

<table>
<thead>
<tr>
<th>Version</th>
<th>Effective Date</th>
<th>Revision Description</th>
<th>Reason for Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>1/1/2020</td>
<td>Paragraph 2 – Delete Reference to &quot;six months&quot;</td>
<td>District will establish wage order on an annual basis.</td>
</tr>
<tr>
<td>1.1</td>
<td>1/1/2020</td>
<td>In Paragraph 3.6 changed the Department of Economic Development to the Department of Higher Education and Workforce Development</td>
<td>Reflects change in department name by the State.</td>
</tr>
<tr>
<td>1.1</td>
<td>1/1/2020</td>
<td>Part 4 – Change primary wage determination data source to the Missouri Department of Labor. Changed the Wage Order issuance schedule from twice yearly to once yearly.</td>
<td>Insufficient valid data was submitted in first two collection periods. Utilization of data submitted to DOL eliminates the need for contractors to submit the same information to two different agencies.</td>
</tr>
<tr>
<td>1.1</td>
<td>1/1/2020</td>
<td>Part 11- Added language as to where to direct complaints</td>
<td>Information missing from previous version.</td>
</tr>
</tbody>
</table>
# METROPOLITAN ST. LOUIS SEWER DISTRICT

## WAGE ORDER NO. 07-20

**EFFECTIVE 07/01/2020**

<table>
<thead>
<tr>
<th>OCCUPATIONAL TITLE</th>
<th>BUILDING CONSTRUCTION HOURLY RATES</th>
<th>HIGHWAY AND HEAVY BASIC HOURLY RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Worker</td>
<td>$62.97</td>
<td></td>
</tr>
<tr>
<td>Bolliermaker</td>
<td>$70.65*</td>
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</tr>
<tr>
<td>Bricklayer</td>
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<tr>
<td>Carpenter</td>
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<td>$57.56</td>
</tr>
<tr>
<td>Lather</td>
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</tr>
<tr>
<td>Linoleum Layer</td>
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</tr>
<tr>
<td>Millwright</td>
<td></td>
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<tr>
<td>Pile Driver</td>
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<tr>
<td>Cement Mason</td>
<td>$52.86</td>
<td>$52.80</td>
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<tr>
<td>Plasterer</td>
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<tr>
<td>Communications Technician</td>
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</tr>
<tr>
<td>Electrician (inside Wireman)</td>
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<td></td>
</tr>
<tr>
<td>Electrician Outside Lineman</td>
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<td>$68.31</td>
</tr>
<tr>
<td>Lineman Operator</td>
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<td></td>
</tr>
<tr>
<td>Lineman - Tree Trimmer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Groundman</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Groundman - Tree Trimmer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elevator Constructor</td>
<td>$85.98*</td>
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</tr>
<tr>
<td>Glazier</td>
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<tr>
<td>Ironworker</td>
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<tr>
<td>Laborer</td>
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<tr>
<td>General Laborer</td>
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<td></td>
</tr>
<tr>
<td>First Semi-Skilled</td>
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</tr>
<tr>
<td>Second Semi-Skilled</td>
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<td></td>
</tr>
<tr>
<td>Mason</td>
<td>$44.14</td>
<td></td>
</tr>
<tr>
<td>Marble Mason</td>
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<tr>
<td>Marble Finisher</td>
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<tr>
<td>Terrazzo Worker</td>
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<tr>
<td>Terrazzo Finisher</td>
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<tr>
<td>Tile Setter</td>
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<tr>
<td>Tile Finisher</td>
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<tr>
<td>Operating Engineer</td>
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<td>$61.91</td>
</tr>
<tr>
<td>Group I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group II</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group III</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 111 A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group IV</td>
<td></td>
<td></td>
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<tr>
<td>Group 4A</td>
<td></td>
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<tr>
<td>Painter</td>
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<tr>
<td>Plumber</td>
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<tr>
<td>Pipeliner</td>
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<td></td>
</tr>
<tr>
<td>Roofer</td>
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<tr>
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<tr>
<td>Sprinkler Fitter</td>
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<tr>
<td>Truck Driver</td>
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<td>$41.67</td>
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<tr>
<td>Truck Control Service Driver</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group II</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group III</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The Division of Labor Standards received less than 1,000 reportable hours for this occupation title. Hourly rate was based on applicable Collective Bargaining Agreements.*
Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.00(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2)

If a work is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

**OVERTIME**
For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages as stated above shall be paid to all workers employed by or on behalf of the District on projects subject to the District’s Prevailing Wage Rules.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages as stated above shall be paid to all workers employed by or on behalf of the District on projects subject to the District’s Prevailing Wage Rules. “Overtime work” shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each work on a project subject to the District’s Prevailing Wage Rules, provided such time shall not be considered as time worked.

**HOLIDAYS**
January 1st
The last Monday in May
July 4th
The first Monday in September
November 11th
The fourth Thursday in November
December 25th
If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupation title. Hourly rate was based on applicable Collective Bargaining Agreements.
ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2020

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 $13.57 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 $18.05 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: $4.48 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, 2020. 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
THE METROPOLITAN ST. LOUIS SEWER DISTRICT

10572 RFQ
MECHANICAL CHILLER

Bids MUST be received in the
PURCHASING DIVISION
Metropolitan St. Louis Sewer District
2350 Market Street
St. Louis, MO 63103-2555

No Later Than: 10:00 a.m., November 30, 2020

Conflict of Interest and References

Publish Date: October 28, 2020

Contact Person:
GINA JAMISON
Buyer
TEL: 314/768-6314
FAX: 314/768-6369
e-mail: gjamison@stlmsd.com
GENERAL MANAGEMENT POLICY/PROCEDURE

APPROVED BY:  
EXECUTIVE DIRECTOR

TOPIC:  
CONFLICT OF INTEREST POLICY

Supersedes Policy Issued:  
09/15/2015

PURPOSE

This Policy is meant to promote an ethical business environment at The Metropolitan St. Louis Sewer District, and to ensure compliance with all state ethics requirements.

This Policy supersedes and replaces any prior policies, rules, practices, standards or guidelines to the contrary, whether written or oral. Other District policies, procedures and guidelines shall continue to apply to the extent not inconsistent with this Policy.

POLICY

To promote an ethical environment of unquestionable integrity and to comply with state requirements, the District requires all employees, as well as Trustees, to refrain from conflicts of interest involving any and all business transactions involving the District. Furthermore, the District expects that all employees and Trustees will use their best judgment in all business dealings with customers, suppliers, contractors, governmental and regulatory agencies, the media and vendors, that they will refrain from unethical actions, and that they will disclose all relevant outside employment and business transactions. This Policy details all such requirements.

A “conflict of interest” occurs when your private interest interferes or appears to interfere in any way with the interests of the District. You are expected to avoid all situations that might lead to a real or apparent material conflict between your self-interest and your duties and responsibilities as an employee, officer or Trustee of the District. Any position or interest, financial or otherwise, which could materially conflict with your performance as an employee, officer or Trustee of the District, or which affects or could reasonably be expected to affect your independence or judgment concerning transactions between the District, its customers or suppliers or otherwise reflects negatively on the District would be considered a conflict of interest and should be avoided. A conflict of interest should be properly disclosed by the affected Trustee or District employee at the earliest opportunity.
PROCEDURE

1. Conflict of Interest

(a) Members of the Board of Trustees and all District employees must avoid all conflicts of interest and the appearance of impropriety when representing the District in business dealings or making any recommendations which could affect the District. In addition, each employee must disclose any actual or apparent conflict of interest to his or her supervisor and/or the Director of his or her department. Members of the Board of Trustees must disclose any actual or apparent conflict of interest to the full Board of Trustees.

(b) It is not practical or possible to specify all activities which may create a conflict of interest; however, situations that are related to the procurement process that should be avoided by Trustees and District employees include:

(1) Owning any interest (other than nominal amounts of stock in publicly traded companies) in any supplier, service provider, consultant, or lessor;

(2) Consulting with or being an employee of any customer, lessor, contractor, service provider, consultant, or supplier (without prior written approval of his/her departmental director);

(3) Purchasing goods and services from, or selling them to, the District or having a business associate or close relative do the same (unless done through an established program of disposal of surplus District property offered to the general public);

(4) Participation in outside activities which are so substantial that they interfere with an employee’s ability to devote appropriate time and attention to his or her job responsibilities with the District;

(5) Serving on the Board of Directors of any customer, lessor, contractor, service provider, consultant, supplier or other entity doing or seeking to business with the District. However, if avoidance is impractical, full disclosure must be made and the individual must abstain from participating in any votes concerning the entity in question; and

(c) In addition to all other requirements of this section, and in accordance with state statutes, Trustees and District employees may not:

(1) Have any contracts or arrangements with the District to perform any services outside of the scope of their regular employment;

(2) Sell, rent, or lease any property to the District; and
(3) Work for any person or entity in relation to any case, proceeding, application or matter that they worked on during their employment with the District except to the extent expressly allowed by law.

(d) For each of the individuals named in (c) above, written disclosure must be made of any outside employment, other than with the District.

(e) If a Trustee has a significant business relationship as an individual or through his or her employer with a vendor doing or being considered to do business with the District, the Trustee must inform the full Board of the business relationship and recluse himself or herself from voting on said matter. If the existence of a conflict of interest is undetermined, the subsequent inquiry may include disclosure of the nature of the business relationship, the amount of annual charges resulting from the relationship, and whether any of the charges relate, directly or indirectly to the business of the District. Intentionally providing materially false or misleading information, or omitting material information, shall constitute malfeasance in office for any Trustee, subjecting the Trustee to removal as provided in the Charter of the District. Furthermore, by definition, actions taken by a Trustee on behalf of the District based solely on the existence of a personal relationship between the Trustee and a vendor constitutes a conflict of interest.

(f) If an employee has a significant business relationship as an individual or through an employer other than the District with a vendor doing or being considered to do business with the District the employee must inform his or her supervisor and/or the Director of his or her department of the business relationship. If the existence of a conflict of interest is undetermined, the subsequent inquiry may include disclosure of the nature of the business relationship, the amount of annual charges resulting from the relationship, and whether any of the charges relate directly or indirectly to the business of the District. Intentionally providing materially false or misleading information, or omitting material information, shall be cause for termination of employment with the District. Furthermore, by definition, actions taken by an employee on behalf of the District based solely on the existence of a personal relationship between the employee and a vendor constitutes a conflict of interest.

(g) Additionally, the following acts are expressly prohibited for all Trustees and employees of the District:

   (1) Acting or refusing to act in any capacity in which he or she is empowered to act by reason of payment, offer to pay, or promise to pay, or receipt of gifts or anything of value.

   (2) Using or disclosing confidential information gained in the course of employment or term as a Trustee with the intent to obtain financial gain for him or herself, his or her spouse or children, or any business with which he or she is associated, or for the purpose of extorting anything of value from another.
(3) Acting in any matter which specifically gives special monetary benefit to himself or herself, his or her spouse or children, any close family members or any business associate.

2. Interpretation and Administration

This Policy shall be administered and interpreted as follows:

(a) In the case of employees who are not managers, by the human resources department in consultation with the General Counsel.

(b) In the case of employees who are managers, by the Executive Director in consultation with the General Counsel.

(c) In the case of Trustees, by the disinterested Trustees in consultation with the General Counsel.

3. Business Relationships

(a) The District considers its reputation for fairness and integrity one of its most valuable assets. Employees are expected to use good judgment in all dealings with individuals, service providers, consultants, suppliers, or firms which seek to become a supplier of goods or services to the District and all customers of our services. To that end, Trustees or District employees must conduct their business affairs so that the District’s integrity is unquestionable if the full details of those dealings were to become public.

(b) To illustrate the high ethical standards expected of every Trustee and every employee of the District, the following conduct is expressly prohibited:

(1) Receiving or soliciting money, loans or other favors which may influence business decisions or compromise independent judgment;

(2) Receiving or soliciting gifts of money in any amount or any other gifts of more than a nominal value; a gift of nominal value is one that a company or individual routinely provides as part of their customary and normal business practices (all gifts must be reported in accordance with state ethics laws, if applicable);

(3) Receiving or soliciting any trip without the employee’s supervisor’s prior written approval;

(4) Receiving or soliciting kickbacks for obtaining business from the District;

(5) Degrading the District’s reputation through any other activities which are of questionable integrity.
(c) These guidelines are not intended to prevent the District from taking normal prompt payment discounts. They also do not prohibit receiving inexpensive gifts or services which are unsolicited and acceptable under normal and customary social circumstances, so long as the gratuity is not offered with a corrupt intent and does not influence or compromise the conduct of the recipient. In addition, the guidelines do not prohibit normal business entertainment expenses that are neither lavish nor solicited.

(d) If any Trustee or employee of the District is requested to make or accept a gift or payment that is prohibited or may even appear to be prohibited under this Policy, the request and all surrounding circumstances should immediately be disclosed to the District’s General Counsel who will advise the appropriate course of action.

4. Disciplinary Action

Violations of this Policy involving employees will be handled on a case-by-case basis and disciplinary action could cover the full range of actions permitted under the District’s Civil Service Rules. Violations of the Policy involving Trustees will be reviewed and handled by disinterested Trustees in consultation with the General Counsel.

5. Compliance with Laws, Rules and Regulations

This Policy is based on the District’s policy that all employees, officers and Trustees comply with the law. While the law prescribes a minimum standard of conduct, this Policy requires conduct that often exceeds the legal standard.

All employees, officers and Trustees are required to respond honestly and candidly when dealing with the District’s independent and internal auditors, regulators and attorneys.

6. Reporting of Illegal and Unethical Behavior

Fraud is an element of business that can significantly affect the reputation and success of the District. The District requires its employees, officers and Trustees to talk to supervisors, managers or other appropriate personnel to report and discuss any known or suspected criminal activity involving the District or its employees. If, during the course of your affiliation with the District, you become aware of any suspicious activity or behavior including concerns regarding questionable accounting or auditing matters, you must report violations of laws, rules, regulations or this Policy to your supervisor, the Director of Human Resources or the General Counsel. Reporting the activity will not subject you to discipline absent a knowingly false report.

7. Misappropriation

Anyone who embezzles, steals or willfully misappropriates any monies, funds or anything of value from the District may be subject to fine, imprisonment, restitution payment and other such actions conferred by law or District policy, in addition to disciplinary action.
8. Investigation

You must cooperate fully with any investigation, internal audit, external audit or regulatory examination. If an employee becomes aware that he or she is or has been the subject to any external investigation, the employee must immediately inform his or her supervisor and/or Director of the department, unless otherwise prohibited by law, regulation or the investigating authority. Trustees shall inform the disinterested Trustees and the General Counsel.

9. Financial Disclosure Statement

In accordance with Missouri State Statutes, the following positions are required to submit annually, a Financial Disclosure Statement to the State:

(a) Members of the Board of Trustees
(b) Executive Director
(c) General Counsel
(d) All Director-level positions
(e) Purchasing Manager
(f) Other personnel as identified by the Board of Trustees

Such Financial Disclosure Statements shall be filed within 30 days of appointment for new appointees, and no later than May 1 of each calendar year for all others.

10. Employees and Immediate Family Members, Selling to the District.

(a) Employees and Immediate Family Members of the District:

Employees of the District, and members of their immediate family, will not be permitted to sell goods and/or services to the District.
VENDOR'S CONFLICT OF INTEREST QUESTIONNAIRE

1. Name the individual or company requesting to do business with The Metropolitan St. Louis Sewer District (MSD):

__________________________________________________________________________________

2. In the past two (2) years, has the individual or company named in No. 1 above (or any principal of such company, i.e. partner, officer, director, etc.) contributed cash or gifts in excess of $200.00 in value in the aggregate in any calendar year to any of the individuals or organizations listed on Attachment A hereto?

Yes _____ No _____

If yes, describe in detail (date/amount/description):

__________________________________________________________________________________

__________________________________________________________________________________

3. In the past two (2) years, has the individual or company named in No. 1 above done business with any person listed in Attachment A and/or their respective companies?

Yes _____ No _____

If yes, describe in detail (date/amount/description):

__________________________________________________________________________________

__________________________________________________________________________________

4. The undersigned certifies that the above information is true and correct to the best of his or her knowledge and belief.

Dated this _____ day of ______________________, 20 _____

Printed Name: ____________________________________________

Title: ____________________________________________________

Company: ________________________________________________

Signature: ________________________________________________
NOTE: Attachment A contains a list of the MSD Trustees and their respective employer, MSD officers and Directors, and the organizations which each are individually associated with, as applicable.

<table>
<thead>
<tr>
<th>Trustee/Director</th>
<th>Name of Firm, Organization or Company</th>
<th>Affiliation</th>
</tr>
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<tbody>
<tr>
<td>Rev. Ronald Bobo, Sr.</td>
<td>Great Things, Inc. Foundation</td>
<td>Member</td>
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<tr>
<td>Trustee</td>
<td>NAACP</td>
<td>Member</td>
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<td></td>
<td>Sharing Hope International Ministries</td>
<td>Member</td>
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<td></td>
<td>St. Louis &amp; Vicinity Baptist Ministers Union</td>
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<td>St. Louis Clergy Coalition</td>
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<td>West Side Missionary Baptist Church</td>
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<td>Bret A. Berthold</td>
<td>American Water Works Association (AWWA)</td>
<td>Member</td>
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<tr>
<td>Director</td>
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<td></td>
<td>Missouri Water Environment</td>
<td>Member</td>
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<tr>
<td></td>
<td>National Association of Clean Water Agencies (NACWA)</td>
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<td>Water Environment Federation</td>
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<tr>
<td>Tracey Coleman</td>
<td>Association for Talent Development</td>
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<tr>
<td>Director</td>
<td>St. Elizabeth Mother of John the Baptist</td>
<td>Member</td>
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<td></td>
<td>Society for Human Resource Management</td>
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<tr>
<td>Freddie Dunlap</td>
<td>City of St. Louis Employee Retirement System</td>
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<tr>
<td>Trustee</td>
<td>St. Louis Soldiers Memorial Military Museum</td>
<td>Commissioner</td>
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<tr>
<td>James Faul</td>
<td>Hartnett Gladney Hettermann, LLC</td>
<td>Partner</td>
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<td>Trustee</td>
<td>Illinois Bar</td>
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<td></td>
<td>St. Louis Botanical Gardens</td>
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<td>St. Louis City Labor Legislative Club</td>
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<td></td>
<td>St. Margaret of Scotland Catholic Church</td>
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<td>St. Louis Zoo</td>
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<tr>
<td>Marion M. Gee</td>
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<tr>
<td>Director</td>
<td>Church on The Rock</td>
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<td>Government Finance Officers Association (GFOA)</td>
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<td>Brian Hoelscher</td>
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<tr>
<td>Executive Director</td>
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<td></td>
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<td>Member</td>
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<td></td>
<td>Project MOSAIC</td>
<td>Ambassador/Connector</td>
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<td>Washington University in St. Louis - W Club</td>
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<tr>
<td>Annette K. Mandel</td>
<td>Central West End Planning &amp; Development Committee</td>
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<td>Trustee</td>
<td>Missouri Athletic Club</td>
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<td>Missouri Botanical Gardens</td>
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<td></td>
<td>Missouri History Museum</td>
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<td>St. Louis Zoo</td>
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<td></td>
<td>USO Missouri</td>
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<tr>
<td>Susan M. Myers</td>
<td>Association of Corporate Counsel</td>
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<tr>
<td><strong>Director</strong></td>
<td>Association of Missouri Cleanwater Agencies (AMCA)</td>
<td>Member</td>
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<td>Bar Association of Metropolitan St. Louis</td>
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<td>Missouri Chamber of Commerce</td>
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<tr>
<td>Betsy Schubert</td>
<td>Institute for Supply Management</td>
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<tr>
<td><strong>Manager</strong></td>
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<tr>
<td>James I. Singer</td>
<td>AFL-CIO Lawyers Coordinating Committee</td>
<td>Member</td>
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<tr>
<td><strong>Trustee</strong></td>
<td>American Bar Association</td>
<td>Member</td>
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<tr>
<td></td>
<td>American College of Employee Benefit Counsel</td>
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<td></td>
<td>Bar Association of Metropolitan St. Louis</td>
<td>Member</td>
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<tr>
<td></td>
<td>Electricians Historical Society</td>
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<td></td>
<td>Missouri Historical Society</td>
<td>Member</td>
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<tr>
<td></td>
<td>Schuchat, Cook and Werner</td>
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<td>Shaare Emeth Congregation</td>
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<td>Timothy R. Snoke</td>
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<td><strong>Director</strong></td>
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<td></td>
<td>Institute of Management Accountants</td>
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<td>St. John's Lutheran Church</td>
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<td>Jonathon Sprague</td>
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<td><strong>Director</strong></td>
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<td>Member</td>
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<td>Water Environment Federation</td>
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<tr>
<td>Rich L. Unverferth</td>
<td>Engineers Club of St. Louis</td>
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<tr>
<td><strong>Director</strong></td>
<td>Knights of Columbus - Council 2119 Webster Groves</td>
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<td></td>
<td>National Association of Clean Water Agencies (NACWA)</td>
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<td></td>
<td>St. Michael the Archangel Catholic Parish</td>
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<tr>
<td>Michael E. Yates</td>
<td>North County Labor Legislative Club</td>
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<tr>
<td><strong>Trustee</strong></td>
<td>St. Louis Labor Council</td>
<td>Delegate</td>
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REFERENCES: References are to be for similar type work. The information in bold must be supplied.

Reference #1

Company Name: 

Address: 

City, State, Zip: 

Contact Name: 

Telephone #: 

Fax #: 

Type of Work: 

Contract Number: 

Value of Contract: 

Start Date: 

Completion Date: 

Reference #2

Company Name: 

Address: 

City, State, Zip: 

Contact Name: 

Telephone #: 

Fax #: 

Type of Work: 

Contract Number: 

Value of Contract: 

Start Date: 

Completion Date:
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<td><strong>Reference #5</strong></td>
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<td><strong>Value of Contract:</strong></td>
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<td><strong>Start Date:</strong></td>
<td></td>
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<tr>
<td><strong>Completion Date:</strong></td>
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</tbody>
</table>
If you are a Minority (MBE) and/or Woman Owned (WBE) Business Enterprise, please check the appropriate space(s) below and submit a copy of your certification letter with your bid. The definition of an MBE or WBE business is one in which 51 Percent of the business is owned and operated by a Minority or Woman. If you need specific information concerning the definition, please contact Ms. Ramona Dickens, Manager of Diversity Programs, at 314/768-6357.

___ Minority Business Enterprise (MBE) ___ Woman Owned Business Enterprise (WBE)

NON-MWBE

I certify that my bid is complete and correct and complies with all provisions of the Terms and Conditions and Specifications. I further certify that my prices include all delivery charges regardless of the location to which the supplies are delivered within the District operating area. I further certify that I have checked all the appropriate blocks above concerning this bid.

Company Name

Signature of Authorized Representative

Address

Printed/Typed Name of Representative

City, State, Zip+4

Title (If Applicable)

Telephone Number

Fax Number

Email
Name and Address to be entered on a Purchase Order, if different from above. The District will issue payment to the above company and address unless a different name and address is entered below:

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<thead>
<tr>
<th>Company Name</th>
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<table>
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<tr>
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<table>
<thead>
<tr>
<th>City, State, Zip+4</th>
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