REQUEST FOR PROPOSAL #24RFP019

INFORMATION FOR RESPONDENTS FOR

DATA ENTRY SERVICES FOR LEAD SERVICE LINE INVENTORY MO PROJECT #DNR-LI-FD3B5D23A6F9

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

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

RFP Closing Date: 05/07/2024 at 3:00 p.m. central time.

Any questions about this RFP must be submitted in writing and should be sent to Pamela Kuehling at pkuehling@stlwater.com. Questions should be received by April 26, 2024. Questions and answers will be posted on the City webpage https://www.stlouis-mo.gov/government/procurement/ to ensure transparency in the process. No written or verbal contact is allowed between any other potential respondents, or with any personnel of the City of St. Louis.

All RFP packages should be mailed to Pamela Kuehling at pkuehling@stlwater.com no later than 3:00 p.m. central time on the above RFP closing date. Late or incomplete responses will not be acceptable for any reason.

This RFP is for a contract to be funded by federal ARPA funds and administered by the Missouri Department of Natural Resources' Financial Assistance Center (FAC).

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INFORMATION FOR PROPOSALS

FOR DATA ENTRY AND RECORDS REVIEW SERVICES CONTRACT

I. SOLICITATION:

The City of St. Louis Water Division ("City") invites Proposals from qualified respondents to provide data entry and records review services to supplement ongoing efforts to complete an inventory of lead service lines in the City of St. Louis. The successful contractor must provide services to review City records in order to identify unknown and existing water service lines, and to accurately populate the inventory data into a specifically designated database. The scope of required services is described below. The data gathered will be used to complete a lead service line inventory spreadsheet which should adhere to 40 CFR §141.84. The purpose of this project is to expediate the records review process and the inventory data population so that the lead service line inventory can be developed completely & accurately.

The City of St. Louis Water Division has made progress towards addressing the issue of lead service lines by leveraging historical "tap card" records, to develop a Geographic Information System (GIS) -based inventory. The Missouri Department of Natural Resources (MODNR) has recommended using historical records as a primary source of data for the inventory. By utilizing this information, the Water Division can update a comprehensive inventory of over 100,000 customer-owned service lines.

One of the key aspects needed to complete the Lead Service Line Inventory (LSLI) project is to have the historical tap cards, report records, survey records and historical work orders reviewed in detail so that water service lines can be identified and verified. This information would then be reviewed, scanned, and manually input into a database provided by the City. The City will provide the records for the selected contractor to review. Additionally, the City will provide training in the City's database, which is ArcGIS Online, as well as credentials and access information to interact with the web-based ArcGIS Online LSLI database. Lastly, the City will provide a document for the contractor to reference when performing records digitalization and data population. The staff working on this project will not be employed or directly supervised by the City of St. Louis Water Division. The City will spot check for accuracy of the data entry to ensure valid results.

Following the Information for Respondents section are the Proposal Documents and additional forms and attachments all respondents are required to complete and submit as a part of their proposal.

The City's objective in this Solicitation is to secure a data review and entry service contractor who will provide first class, accurate, timely, high quality, responsive, cost-effective service, and is also responsive to the City's goals for minority and women owned business enterprise participation. The City plans to choose only one contractor for this service, although the contractor may use subcontractors at their discretion with permission in advance from the City of St. Louis Water Division.

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

It is the policy of the City of St. Louis to provide disadvantaged, minority, and women owned businesses the maximum opportunity to participate in contracting opportunities. To that end any contract based on this RFP will comply with the Professional Services section of Ordinance 70767 regarding Minority and Women-Owned Business participation on City Contracts.

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

II. <u>DEFINITIONS</u>:

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

- A. "American Rescue Plan Act (ARPA)" is Federal Funding that provides emergency grants, lending and investment to businesses and governmental entities hard hit by the COVID pandemic. This funding, for purposes of this RFP, is administered by the Missouri Department of Natural Resources' (MODNR) Financial Assistance Center (FAC).
- B. "City" means the Water Division of the Department of Public Utilities of the City of St. Louis, a municipal corporation of the State of Missouri.
- C. "City Representative" means the Director of Public Utilities of the City of St. Louis or their authorized or designated representative.
- D. "Contractor" means the successful respondent selected in accordance with this solicitation. Successful Respondents and Contractors are interchangeable in the Information for Respondents herein, the General Specifications, the Proposal Documents, and in the subsequent service contract.
- E. "Deadline" the deadline for completion of the work encompassed by this RFP is August 31, 2026. This is a hard deadline for completion.

- F. "Lead Service Line Inventory" (LSLI) is the end output of this project and is mandated by the Missouri Department of Natural Resources.
- G. "Scheduled Service" means the City Representative has notified the Contractor to perform services ten (10) working days prior to commencement of work by Contractor.

III. SCOPE OF WORK:

This project has three main objectives and outcomes:

- 1. To review all current City historical records in order to identify and categorize unknown water service lines as well as verifying existing water service lines.
- 2. To review, manually input data and digitally scan those records and to extract all data that matches predetermined fields as provided by the City into the existing Lead Service Line Inventory ArcGIS Online database.
- 3. To organize and rename, if needed, each digital record to match criteria as set forth by the City and upload digital images into ArcGIS Online database.

Accuracy of the computerized records to reflect the correct information from the paper records is of utmost importance to this project, so that the City can best serve and protect its citizens.

The project will involve the selected contractor working with the City to help the Water Division complete a LSLI for their customers water service lines in compliance with EPA's Lead and Copper Rule Revisions (LCRR). As part of this process, there is a need for the City to identify and categorize unknown water service lines and to verify existing water service line data within the City's current LSLI system of digital records, which is ArcGIS Online.

- A. The selected contractor will be reviewing, scanning, and manually inputting data from records that, in most cases, are paper "tap card" records, paper "work-report" records, customer survey records, and historical work order records. The data to be extracted and keyed matches pre-determined fields. The City will distribute the paper records to the selected contractor in a reasonable fashion to allow the contractor to plan their workload appropriately.
- B. Paper records shall be scanned as a .pdf file type and labeled by address. Each service record will be identified based on the address on the scanned document and uploaded to the corresponding address in the LSLI ArcGis Database.
- C. The selected contractor will also be digitally scanning those records and extracting all data that matches predetermined fields as provided by the City into the existing LSLI ArcGIS Online database. The City will provide the contractor with access and training in ArcGIS Online for all personnel that will be working on the project. The contractor will also be given system credentials and access information for web connectivity to the ArcGIS Online

- LSLI database. This system can be available over any device with an internet connection and web browser. Remote work is expected, but it must be workers on U. S. soil.
- D. The selected contractor will need to organize and rename, as needed, each digital record to match criteria as set forth by City and upload the digital images into the ArcGIS Online database. A document will be provided to the contractor to reference when performing records digitalization and data population.
- E. Progress documentation must be provided to the City by the selected contractor throughout the process that details ways to streamline the research process as needed. A mutually agreed upon frequency and communication medium will be discussed (likely monthly email updates).
- F. All paper records shall be scanned as PDF file type and labeled by address. In addition, each service record will be identified based on the home or business address on the scanned document and uploaded to the corresponding address in the LSLI ArcGIS Database.
- G. Contractor shall utilize their own technology and equipment and facilities to digitally scan all documents, upload scanned documents to the database, and perform all data entry.
- H. Contractor shall coordinate with the City to pick up and return historical documents to the Water Division business office at 1640 South Kingshighway, St. Louis, MO 63110. If documents are sent via courier, the Contractor shall be responsible for any and all shipping/courier costs.
- I. Contractor shall make corrections at no charge to the City if/when clear errors are discovered between the paper records and the dataset in the computer system. Accuracy of recorded data entry will be spot checked.
- J. Deliverables: The contractor shall be deemed complete when the following are received:
 - Paper Records scanned into ArcGIS Online LSLI database.
 - Data from Records input into ArcGIS Online ACCURATELY.
 - Records that could not be matched to services and the reason why documented.
 - Monthly Progress Report
 - Return of all paper records NOTE: Tap Cards and other records must be returned in the order in which they were received by the selected contractor.
- K. This project must be complete by August 31, 2026, or funding from ARPA may be lost. This is a hard deadline.

The City will issue Work Orders for Contractors to price; however, the City reserves the right to request proposals from other Contractors if work is not proceeding in a timely or accurate manner.

IV. RESPONDENT'S QUALIFICATIONS:

A. The Respondent and any proposed subcontractors must possess a valid City of St. Louis Business License or a legally valid waiver of license at the time of execution of the contract.

B. The Respondent shall, as a part of the Proposal, submit a minimum of three (3) business references including contact name, telephone number, and address. At least one of these references must be from a customer to whom the respondent has provided substantially the same services at substantially the same level and volume as described in this solicitation.

V. PROPOSAL SUBMISSION REQUIREMENTS:

Fully complete sealed proposals must be submitted on the proposal submission documents supplied as a part of this Solicitation to: City of St. Louis Water Division, ATTN: Curt B. Skouby, Director of Public Utilities, 1640 S. Kingshighway Drive, St. Louis, Missouri 63110, or emailed to PKuehling@stlouis-mo.gov no later than 3:00 p.m. on May 5, 2024. The words "PROPOSAL FOR LLSI DATA ENTRY SERVICE" must be plainly written across the face of the envelope or in the subject line of the email. Proposals received after the due date and time, or not delivered to the designated point will not be considered.

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

A. Disqualifications

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

B. Right to Reject Proposals

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

formalities. The City also reserves the right to establish a cure period, in the event that all respondents have not submitted the required proposal information for the purpose of obtaining complete proposal submittals.

C. Respondents Responsible for Proposal and Investigations of Conditions

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

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

D. Questions

Should the respondent find an error, discrepancy in, or omission from the Information for Respondents and/or specifications, or should the respondent be in doubt as to its meaning or intent, the respondent shall notify Pamela Kuehling, Contract Compliance Officer, 1640 S. Kingshighway Drive, St. Louis, Missouri 63110 or pkuehling@stlwater.com in writing at once, and not later than fourteen (14) calendar days prior to the proposal due date herein specified. The City will then distribute written responses as needed by Addenda to all prospective respondents of record. The City is not responsible for oral instruction.

VI. COMPLETION PROVISION:

Notwithstanding any provision herein to the contrary, the selected Contractor must agree that all work contemplated herein shall be completed no later than 8/31/2026 (the deadline), and the City shall have no obligation to compensate the Contractor for any costs or expenses incurred after said deadline.

VII. WORKMANSHIP:

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

VIII. SERVICE HOURS: (not applicable for this contract)

The selected Contractors shall provide service during City of St. Louis Water Division normal business hours (M-F 7:00am to 3:30pm). Service hours may be amended within reason at the discretion of the City (Water Production Engineer – City of St. Louis Water Division) to accommodate the Contractors. No charges shall accrue until such time as the technician(s) arrive at their job site.

IX. INVOICING AND PAYMENT:

Invoices must not contain any terms, provisions, or conditions, which are in addition to or in conflict with the Contract that results from this RFP process. Further, all purchases and charges pursuant to any Contract are tax exempt. Therefore, no tax is to be passed through or billed to the City or included within fixed lump sum charges in any manner whatsoever. No charges of any kind shall apply other than those specified on attached Pages B-1 through B-3. Any invoice not including the correct documentation will be returned for proper submission on the following billing cycle. Costs not outlined in this proposal response including those for travel or mileage will not be paid by the City of St. Louis Water Division.

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

X. PERFORMANCE AND PAYMENT BONDS:

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

XI. PRECAUTIONARY MEASURES:

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

XII. RULES AND REGULATIONS:

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

XIII. ACCESS TO FACILITIES:

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

XIV. PURCHASES EXEMPT FROM SALES TAX:

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

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

The Exemption Certificate will remain in force until the expiration date indicated thereon.

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

Purchases made pursuant to this section shall be in accordance with all applicable laws and regulations including Section 144.062 of the Missouri Revised Statutes.

XV. LICENSE / TAXES:

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

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

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

Respondents are responsible for providing proof of proper licensure.

As an illustration, the following fields will be sourced from paper record (Exhibit A), and manually entered to LSLI database using ArcGIS Online "Smart Editor" (Exhibit B):

Address: Exhibit A, Item 1

Right of Way Material: Exhibit A,Item 2 or 2A if available Right of Way Diameter: Exhibit A,Item 3 or 3A if available

Right of Way Install Date: Exhibit A, Item 4

Right of Way Verification Date: Exhibit A, Item 5 or Current Date of data entry

Right of Way Source: Existing Records

Right of Way Status: Select Appropriate Status from Drop Down List Building Side Material: Exhibit A, Item 2 or item 2B if available Building Site Diameter: Exhibit A, Item 3 or Item 3B if available

Building Side Install Date: Exhibit A, Item 4

Building Side Verification Date: Exhibit A, Item 5, Current Date of data entry

Building Side Source: Existing Records

Building Side Status: Select Appropriate Status from Drop Down List

Replacement Status: Select Needs Replacement if either Status is Lead or Galvanized type

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

DATA ENTRY SERVICES FOR LEAD SERVICE LINE INVENTORY MO PROJECT #DNR-LI-FD3B5D23A6F9

GENERAL SPECIFICATIONS

I. PROTECTION OF PUBLIC:

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

II. INSURANCE & INDEMNIFICATION

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

A. INSURANCE

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

1. Commercial General Liability:

Each occurrence \$2,000,000.00 General Aggregate \$3,000,000.00

2. Automobile Liability:

Combined Single Limit

(each accident) \$2,000,000.00

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

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

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

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

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

B. INDEMNIFICATION

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

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

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

III. CANCELLATION:

The City retains the right to cancel any contract upon thirty (30) days written notice to the

Contractor, if the Contractor should fail to properly keep any term, covenant, or condition of the contract; or, if the quality of service should fall below the specified standards; or, if the Contractor should willfully fail to render the amount of service required.

The Contractor shall have the right to cancel the contract upon sixty (60) days written notice to the City, without penalty, if the City should fail to keep any of the provisions of the contract.

Contract Cancellation intentions by the Contractor must be communicated in writing to the Director of Public Utilities at 1640 Kingshighway Blvd., St. Louis, MO 63110. Documentation of receipt of this request is suggested. If the City wishes to cancel the contract, the Director of Public Utilities will send a written notice to the Vendor contact person named on the Response Page of this RFP.

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

IV. ASSIGNMENT OR TRANSFER:

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

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

V. NON-DISCRIMINATION:

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

VI. PREVAILING WAGE AND FRINGE BENEFITS:

The City of St. Louis presently has in force a Service Contract Minimum Prevailing Wage Ordinance (#62124) imposing Minimum Prevailing Wages and Minimum Prevailing Fringe Benefits requirements for service employees working under a contract for services with the City, its departments, and related entities. The term "service

employees" in the ordinance does not include executive, administrative, or professional employees. Service Contract Minimum Prevailing Wages and Minimum Prevailing inge Benefits for specific occupations for the St. Louis area are determined and published periodically by the U.S. Secretary of Labor. The latest publication may be found at https://sam.gov/wage-determination/2015-5075/22.

Any proposal or bid must specify the job classifications for service employees falling under the proposed service contract and demonstrate how the contractor shall comply with the wage and benefits requirements under Ordinance 62124. Failure to comply with the Ordinance may result in debarment of the contractor and other penalties.

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

VII. Not applicable for this contract

VIII. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION TRAINING.

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

IX. UNAUTHORIZED ALIEN EMPLOYEES.

The selected Contractor, shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by **sworn affidavit and provision of documentation**, affirm its enrollment and participation in E-Verify, a federal work authorization program with respect to the employees working pursuant to this Contract. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien pursuant to this Contract and the aforementioned Statutes. In addition to the affidavit, the Contractor shall provide a copy of the front page and signature page of their Memorandum of Understanding with Homeland Security for E-Verify.

X. LITIGATION AND VENUE:

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

Any contract shall be governed by and construed in accordance with the Laws of the

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

XI. <u>MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE</u> MBE/WBE) PARTICIPATION:

Note that per Ordinance 70767 pertaining to the City of St. Louis Minority and Women Owned Business Enterprise Program, Section 3(f) states that a five percent (5%) prime contract bid discount shall be applied to eligible African American, Asian American, Native American, and Women Owned business enterprise bidders. The bid discount shall be applied during the evaluation process. It lowers the eligible bid but shall not reduce the contract award amount.

In order to qualify for the bid discount, the M/WBE prime contractor must include a copy of the current M/WBE certification approval letter issued by the City of St. Louis M/WBE Program. Other certifications will not be accepted.

The Federal and/or State Rules of the ARPA funding (following) overrule any City Ordinance in this proposal.

XII. AWARD.

If an award is made, the Contract would be awarded to the respondent who has, in the sole judgment of the City, submitted the lowest and best proposal and who has responded to all conditions set forth herein and has submitted a complete and correct Proposal Submission.

XIII. RIGHT TO AUDIT.

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

The Contractor's "records" as referred to in this Contract shall include any and all information, material, and data of every king and character including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, packing and delivery slips, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Contract. Such records subject to audit shall also include, but not be limited to,

those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) and employee demographics as they may apply to costs associated with this Contract. Such records shall include (hard copy as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; employee identification and job applications; cancelled checks; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the City in connection with the Contractor's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of:

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

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

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

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

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

XIV. ABILITY TO PROTEST A CONTRACT AWARD BASED ON THIS RFP

How and when to file a bid protest: A protest challenging the award of a City contract may be submitted in writing to the Director of the Public Utilities or to another person designated to receive the protests. The protest should include:

- 1. the name, address, and phone number of the protester.
- 2. signature of the protester or the protester's representative.
- 3. the RFP number 24RFP019
- 4. a detailed statement describing the grounds for the protest; and
- 5. supporting exhibits, evidence, or documents.

A timely protest of a contract award must be received by the director of the Director or the designee within ten business days after the date of the contract award. If the tenth day falls on a weekend or a state holiday, the deadline extends to the next business day.

There is no published regulation establishing a procedure for the resolution of pre-award protests in the City. If issues cannot be resolved informally before the submission of bids, a challenge to the specifications, contract provisions, or other solicitation provisions would have to be addressed in a written document to the Director of Public Utilities for review.

How is a Missouri bid protest resolved?

A timely and complete bid protest will be reviewed and decided by the Director of Public Utilities or his designee. An incomplete protest or one that does not establish that the protester has standing to challenge the award will be summarily denied. A decision addressing the merits of the protest will contain findings of fact and an analysis of the issues presented in the protest. The decision will sustain or deny the protest. If the protest is sustained, available remedies include canceling the award.

ARPA LSLI Contract Requirements

<u>E.O. 11246</u>: 41 CFR 60-4 published April 7, 1978, and amended October 3, 1980, requires that the ARPA funding applicant and selected bidders comply with Executive Order 11246 for bids, contracts, and subcontracts for all federally assisted construction contracts exceeding \$10,000. The specifications explain the requirements for bidders and contractors under E.O. 11246.

• Bidders please see document titled "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)"

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms – 2 CFR 200.321; E.O. 11625 and 12138: Prior to awarding contracts, the ARPA funding applicant and any contractor awarding subcontracts must take the following affirmative steps in accordance with 2 CFR 200.321:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; Bidders please also see Missouri Executive Order 15-06

Employment of Unauthorized Aliens Prohibited – §285.530 RSMo: Pursuant to §285.530.1, RSMo, the contractor assures that it, as well as its subcontractors, does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the contractor assures that it, as well as its subcontractor, shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with §285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of §285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of §285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

- ➤ The selected contractor(s) must complete the "Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization" form.
- ➤ In addition, the selected contractor(s) must enroll in the federal E-Verify system, provide supporting documentation of enrollment, and provide verification documentation for enrollment in the Federal E-Verify system.

<u>Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-330</u>: The contractor(s) and subcontractor(s) shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5).

OSHA Training – §292.675, RSMo: Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction projects.

<u>Debarment and Suspension – 2 CFR 180; E.O. 12549</u>: The Code of Federal Regulations at Title 2, Part 180, prohibits participation in federally funded contracts by persons excluded or disqualified from doing business with the federal government. Bidders are responsible for advising the Owner if they are excluded or disqualified, and to check whether subcontractors they intend to use are excluded or disqualified. All tiers of subcontractors have the same responsibility to notify the one for which they are providing services if they are excluded or disqualified, and to check the status of any subcontractors they intend to use. Status can be checked on the System for Award Management (SAM) located on the Internet at https://www.sam.gov/SAM/. All subcontracts at any tier should include this language.

> The selected bidders must complete the "Certification Regarding Debarment and Suspension" form.

<u>Small Business Act – P.L. 100-590</u>: Prior to awarding contracts, the ARPA funding applicant and any contractor awarding subcontracts must take the following affirmative steps in accordance with Section 129 of Public Law 100590, Small Business Administration Reauthorization and Amendment Act of 1988:

- a. Placing Small Business in Rural Areas (SBRA) on solicitation lists.
- b. Ensuring that SBRAs are solicited whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs.
- d. Establishing delivery schedules, where the requirements of work will permit which would encourage participation by SBRAs; and
- e. Utilizing the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

<u>Central Contractor Registration – P.L. 109-282</u>: In accordance with the Federal Funding Accountability Act of 2006, the contractor assures that it, as well as its subcontractor(s), shall register in the System for Award Management (SAM).

SAM is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration (CCR)/FedReg, Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS). There is NO fee to register for this site. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or receive an award, or you need to renew your Entity(s) prior to its expiration. To update or renew your Entity records(s) in SAM, you will need to create a SAM User Account located on the Internet at https://www.sam.gov and link it to your migrated Entity records. You will need a user account to search for registered entities in SAM.

If the prime contractor is not currently registered with SAM, they are required to do so, as their status will be checked in SAM using the Unique Entity Identifier (UEI) provided by SAM.

<u>Privity of Contract</u>: Neither the Missouri Department of Natural Resources, its divisions, nor its employees are or will be a party to the contract(s) at any tier.

<u>Protests – 2 CFR 200.318(k)</u>: Neither the U.S. Department of Treasury nor the Missouri Department of Natural Resources will be involved in protest(s) and their resolution.

<u>Domestic Products Procurement Law – §§34.350 - 34.359 RSMo</u>: All manufactured goods or commodities used or supplied in the performance of any contract or subcontract awarded on this project shall be manufactured, assembled or produced in the United States, unless obtaining American-made products would increase the cost of the contract by more than ten percent (10%). In accordance with §34.350 through 34.359 RSMo, a waiver may be requested from the owner.

➤ The selected bidders must complete the "Domestic Products Procurement Act – §§34.350 - 34.359 RSMo Certification" form.

<u>Anti-Lobbying Act – P.L. 101-121</u>: Sub-recipients who request or receive from the grant recipient a sub-grant, contract, or sub-contract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above

- Selected bidders must complete one of the following forms:
- ➤ If the selected bidder lobbied on behalf of this project, the contractor will complete the "Disclosure of Lobbying Activities" form.
- ➤ If the selected bidder did not lobby on behalf of this project, the contractor will complete the "Certification Regarding Lobbying" form.

<u>Record Retention – 2 CFR 200.334; §109.255 RSMo</u>: The contractor(s) and sub-contractor(s) shall retain all project related records for three years after final payment(s) and all other pending matters are closed. An extended period of record retention may be required per the Local Record Retention Schedules created by the Local Records Board as authorized by §109.255 RSMo.

Access to Construction Site and Contract Records: The contractor shall provide access to the project site and project records by, the Missouri State Auditor, the Missouri Department of Natural Resources, the USEPA, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

<u>Payment Provisions – §8.260 RSMo; §8.960 RSMo</u>: The owner shall make payment to the contractor in accordance with §8.260 and §8.960 RSMo. Retainage can be no more than 5%.

<u>False Claims Act – 31 USC §3729</u>: The contractor(s) and sub-contractor(s)s, if required by future OMB guidance, shall promptly refer to the State of Missouri or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

<u>Clean Air Act - 42 U.S.C. 7506(C)</u>: The contractor(s) and sub-contractor(s) shall comply with the Clean Air Act. <u>Clean Water Act - 33 U.S.C. 1368</u>: The contractor(s) and sub-contractor(s)

shall comply with the Clean Water Act.

Energy Efficiency Requirements – Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871): The contractor(s) and sub-contractor(s) shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Recycled Materials – U.S.C. 6962 (RCRA Section 6002): In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), preference shall be given to the procurement of specific products containing recycled materials identified in guidelines developed by the USEPA. Current guidelines are contained in 40 CFR Part 247-254.

Prohibition on certain telecommunications and video surveillance services or equipment Certification – 2 CFR 200.216: In accordance with 2 CFR 200.216, recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Anti-Discrimination Against Israel Act – §34.600 RSMo: In compliance with §34.600 RSMo, the contracting company certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with §34.600, RSMo. Any contract that fails to comply with the provisions of this section shall be void against public policy.

• This provision does not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

TITLE VI ASSURANCES. By entering into this agreement, Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents. Contractor acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Contractor understands that denying a person access to its programs,

services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor's programs, services, and activities. Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Contractor shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Contractor shall comply with information requests, on-site compliance review, and reporting requirements.

Contractor shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Contractor shall provide to the City documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Contractor and the administrative agency that makes any such finding. If Contractor settles a case or matter alleging such discrimination, Contractor must provide to the State documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, Contractor shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

CITY OF ST. LOUIS WATER DIVISION OF THE BOARD OF PUBLIC UTILITIES DATA ENTRY SERVICES FOR LEAD SERVICE LINE INVENTORY MO PROJECT #DNR-LI-FD3B5D23A6F9

Name of Respondent:	
Contact Name:	
Contact Email/Phone:	
Types of Services Offered:	Attach pages with services and pricing
Certification of Operators: (attach additional pages if needed)	
Number of Service Employees:	
Number of Years Business in Operation:	
WBE/MBE/DBE certified with the City?	

LABOR BID

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

1) Fixed Price per paper record scanned, uploaded to the INCLUDES service line material type	e database with Data Entry that
Cost Per Record	
2) Fixed Price per paper record scanned, uploaded to the DOES NOT INCLUDE service line material type (unknown)	•
Cost Per Record	

Note on Pricing:

Some historical records SLWD has retained regarding customer service locations & service lines may include a very limited amount of information with no material or size listed. To efficiently populate the LSLI with information rich records, SLWD is willing to pay a premium for contractor prioritizing and processing the records with detailed information on service line material. See examples below:

A tap card with details needed to properly fill out LSLI

PREMISES	3905 SM	lenandoah	1.	PL NO. 3	nhail	AR Mark
AGENT OR OWNER		Wandel		elty Co.		
TAP LOCATION	54' W. of 4	U. B. 16. of :	39421		7700	1
SIZE AND NUMBER		3/4	1	OF CONNEC	TION	Lead
TAP INSERTED 4	4-16-28	Watson	PLUM	BER (ansell	
TAP DESTROYED						
METER OR FLAT F	RATE NO CONTRACTOR	5/8	CHAN	IGED		
	1.100010	INSPECTION	ONS			
DATE	NATURE	OF LEAK		REPAIRED	WATER Off O	INSPECTOR
12.12.76. not	fed to get be	4 100 per ole	ly to Tax	be and rue	le.	Bell
2/21/38 Mete	r removed	1584 472025	Vacan	1		mrot.
6/6/11 11	installed 5	18 Bad. 983345				4 4
7-21-42 8.0.		Bldg below	-stop	*Waste	-	Henke
9-11-42 S.P.		1 ,	"	Reha		Voyler
7/23/46 mate	a Couning	nie Fassen	ent			
- Sun	- leadle	ig Varre .	u			
1 Lot	eer mo	tomade	./ - 0			Facers
924148 Que	servie -	ht. A. N. J.	# 70	0	14	mallo
10/18/48				Tep	77	4 mails.
7/31/84 Sto	p box son	ncreted sh	ut	1	- 10	X. Peters
by	Contract	tor.				
. 0			-			

A tap card with little to no information for LSLI

ONNECTION PLUMBER PAIRED WATER INSPE	ECTOR pa
PLUMBER PAIRED WATER INSPE	ECTOR
PLUMBER PAIRED WATER INSPE	ECTOR
PAIRED WATER INSPE	ECTOR P. A.
PAIRED	ECTOR pa
PAIRED	ECTOR
PAIRED	ECTOR P. A.
Off On	pa
- Lug	ka -
	-
without limitation, travel as and profit. No other madition to theses rates.	
e	
leral I.D. #	
a	and profit. No other n

RESPONDENT'S CHECKLIST

1	Signed Original Proposal Fo	rm (from supplied Proposal Documents)
2	List of references	
3.	Other Forms Printed Relow	

ARPA Lead Service Line Inventory Docume	ent Submittal Checklist			
CHECKLIST	SUBMI	SUBMITTAL TIMELINE		
	WITH APPLICATION	AFTER SCORING and PRIOR TO AWARD		
Application	X			
Resolution for Authorized Representative	X			
Applicant Assurance of Local Cost Share	X			
Certificate Regarding Debarment and Suspension Form		X		
Business Entity Certification / E-Verify MOU		X		
Affidavit of Work Authorization / Business Entity Certification from applicant		X		
Certification Regarding Lobbying		X		
Disclosure of Lobbying Activities (if applicable)		X		
Easement Certification Form		X		
Procurement Certification Form		X		
Procurement and Contractor Agreement (may be multiple if awarding multiple contracts)				
Contractor Agreement		V		
Contractor AgreementContractor's Business Entity / E-Verify MOU		× ×		
Contractor's Affidavit of Work Authorization		^ ~		
Contractor's Antidavit of Work AuthorizationContractor's Certification Regarding Non-Segregated Facilities		^ ~		
Contractor's Domestic Products Procurement Certification Form		^ ~		
Contractor's Domestic Products Procurement Certification Form		^		
Certification Regarding Lobbying	_			
Disclosure of Lobbying Activities (if applicable)				
Notice to Proceed				
Affidavit of Compliance with the Prevailing Wage Law (before final payment)				

STATE OF) SS.	
COUNTY OF)	

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT

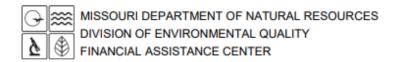
(Effective 8-28-2020) (Contracts in ex	xcess of \$100,000.00/Compa	
Before me, the undersigned Notary	Public, personally appear	red
(Name) who, by me being duly sw	orn, deposed as follows:	
My name is	(Name), I am of	sound mind, capable of making this
Affidavit, and personally acquainte	ed with the facts herein sta	ated: I am the
(Positi	on/Title) of	(Company) of
	(City & State).	
I have the legal authority to make t	the following assertion:	
Pursuant to RSMo. § 34.600,		(Company)
of	(City &	State) is not currently engaged in
and shall not, for the duration of th	e contract, engage in a bo	ycott of goods or services from the
State of Israel; companies doing bu	usiness in or with Israel or	authorized by, licensed by, or
organized under the laws of the Sta	ate of Israel; or persons or	entities doing business in the State
of Israel.		
		Affiant
IN WITNESS WHEREOF, I have	hereunto subscribed my n	ame and affixed my official seal this
day of	, 20	
		Notary Public

My Commission Expires:

	()	⋘	MISSOURI DEPARTMENT OF NATURAL RESOURCES DIVISION OF ENVIRONMENTAL QUALITY FINANCIAL ASSISTANCE CENTER
i	褝	A	DIVISION OF ENVIRONMENTAL QUALITY
	₾	(4)	FINANCIAL ASSISTANCE CENTER

Certification Regarding Debarment and Suspension

Applic	ant Name:				
Project	Name:				
Project	Project No.: SAM.gov UEI No.:				
The pro	ospective pa	articipant certifies to the best of	its knowledge and belief	that it and its principals:	
a)		sently debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions by any governmental (federal, state, or local)			
b)	 b) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract unde a public transaction; Violation of federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification ordestruction of records, making false statements, or receiving stolen property; 				
c)	entity (fede	presently indicted for, or otherwise criminally or civilly charged by a governmental ederal, state, or local) with, commission of any of the offenses enumerated in paragraph f this certification; and			
d)		e not, within a three-year period preceding this certification, had one or more public sactions (federal, state, or local) terminated for cause or default.			
	stand that a	false statement on this certificateward.	ation may be grounds for	rejection of this proposal or	
I aı	n able to cer	rtify to the above statements.			
I ar	n unable to	certify to the above statements	and attached my explanat	tion.	
Typed	Name of Au	athorized Representative	Title of Authorized Re	epresentative	
Signati	are of Autho	orized Representative	Date		



Certification Regarding Debarment and Suspension Instructions

The Missouri Department of Natural Resources receives assistance from the federal government, and the funds provided to a community constitute a sub-agreement. Accordingly, each prospective recipient of a grant, loan, or cooperative agreement and any contractor or subcontractor must agree to fully comply with Executive Order 12549, 2 C.F.R. Part 180, and 2 C.F.R. Part 1532 regarding Debarment and Suspension.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within an entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

The prospective grant, loan, or cooperative agreement recipient should return the signed certification, and explanation if needed, with its application to:

Missouri Department of Natural Resources Financial Assistance Center PO Box 176 Jefferson City, MO 65102-0176

Or email to fac@dnr.mo.gov.

The recipient of funding should also obtain a certification from their consulting engineer and prime contractor. The funding recipient shall also check the status on the System for Award Management (SAM) located on the Internet at https://www.sam.gov/portal/public/SAM/.

Each prospective subcontractor should submit a completed certification or explanation to the prime contractor for the project.

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related sub-contracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Signature	
	Date
Name and Title of Signer (Print or Type)	
Firm Name	

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The bidder/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation
	pertaining to the federal work authorization program as described at
	http://www.dhs.gov/files/programs/ge 1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with
50.	a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A - CURRENTLY NO	T A BUSINESS ENTITY
definition of a business entity, as defined in section 285 stated above, because: (check the applicable business st I am a self-employed individual with n The company that I represent employs	atus that applies below) to employees; OR the services of direct sellers as defined in subdivision
contract to become a business entity as defined in sec RSMo, then, prior to the performance	ent in the United States and if tract for the services requested herein under if the business status changes during the life of the ction 285.525, RSMo, pertaining to section 285.530,
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

	BOX B – CURRENT BUSIN	ESS ENTITY STATUS			
I certify th	nat (Business Entity Na	me) MEETS the definition of a business entity as			
defined in	section 285.525, RSMo, pertaining to section 28	35.530.			
Auth	orized Business Entity Representative's	Authorized Business Entity			
	e (Please Print)	Representative's Signature			
Busi	ness Entity Name	Date			
E-Ma	ail Address				
As a busir	ness entity, the bidder/contractor must perform/pr	rovide each of the following. The bidder/contractor			
	eck each to verify completion/submission of all o				
_					
	Enroll and participate in the E-Verify federal w http://www.uscis.gov/e-verify; Phone: 888-464	ork authorization program (Website: I-4218; Email: e-verify@dhs.gov) with respect			
	to the employees hired after enrollment in the p	rogram who are proposed to work in connection			
	with the services required herein; AND				
	☐ Provide documentation affirming said company's/individual's enrollment and participation in the				
	Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID				
	OR a page from the E-Verify Memorandum of	f Understanding (MOU) listing the			
	bidder's/contractor's name and the MOU signs bidder/contractor and the Department of Home	ature page completed and signed, at minimum, by the			
	signature page of the MOU lists the bidder's/cor	ntractor's name and company ID, then no additional			
	pages of the MOU must be submitted; AND				
		rk Authorization provided on the next page of this			
	Exhibit.				

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder/contractor who meets the section return the following Affidavit of Work Author	285.525, RSMo, definition of a business entity must complete and ization.
(Position/Title) first being dul Name) is enrolled and will continue to participa to employees hired after enrollment in the pro- related to contract(s) with the State of Missouri subsection 2 of section 285.530, RSMo. I also a	(Name of Business Entity Authorized Representative) as y sworn on my oath, affirm (Business Entity te in the E-Verify federal work authorization program with respect ogram who are proposed to work in connection with the services is for the duration of the contract(s), if awarded in accordance with affirm that (Business Entity Name) does who is an unauthorized alien in connection with the contracted uration of the contract(s), if awarded.
	are true and correct. (The undersigned understands that false penalties provided under section 575.040, RSMo.)
Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number
Subscribed and sworn to before me this commissioned as a notary public within the Cou	nty of, State of
, and my commission (NAME OF STATE)	Date

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CUF	RRENT BUSINESS ENTITY STATUS			
I certify that				
Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted: (*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)				
Date of Previous E-Verify Documentation Submission:				
Previous Bid/Contract Number for Which (if known)	Previous E-Verify Documentation Submitted:			
Authorized Business Entity Representative's Name (Please Print) Authorized Business Entity Representative's Signature				
E-Verify MOU Company ID Number	E-Mail Address			
Business Entity Name	Date			
POD OT THE LIGHT ON THE				
FOR STATE USE ONLY Documentation Verification Completed By:				
Buyer	Date			

ARPA Project Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

more than \$100,000 for each such failure.
Typed Name & Title of Authorized Representative
Signature and Date of Authorized Representative

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

	(See reverse for public burden disclosure)				
Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type:		
4. Name and Address of Reporting E Prime Subawardee Tier, if Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:			
6. Federal Department/Agency:		7. Federal Program Name/Description:			
8. Federal Action Number, if known: 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		CFDA Number, if applicable: 9. Award Amount, if known: S b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):			
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: Print Name: Title: Telephone No.: Date:			
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)			

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a followup report caused by a material change to the
 information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last
 previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act
 of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

STAT	E OF		
COUN	TY OF)SS.)	
		<u>AFFIDAVIT</u>	
	Before me, the	undersigned Notary Public, person	nally appeared
		(Name) who, by me being dul	ly sworn, deposed as follows:
My na	me is	(Name), I	am of sound mind, capable of making
this At	ffidavit, and pers	sonally acquainted with the facts he	erein stated:
I am tł	ne	(Position/Title) of	(Contractor)
	the legal authori	ity to make the following assertion	18
	in a federal work connection with 285.555 of the Pursuant to Sec as amended,	rk authorization program with resp h this Agreement, as required purs Revised Statutes of Missouri 2000 ctions 285.525 through 285.555 of	uant to Sections 285.525 through), as amended. The Revised Statutes of Missouri 2000, etor) does not knowingly employ any

My Commission Expires:

Exhibit A

REMISES .	6816	Arthur Ave	APPL. NO	.921	6		B. 4771
AGENT OR OW		2011-01	he Minnie	Ma	er	VI	000
TAP LOCATION	3/1111	the same and the same of the same of the same of	2. KIND OF	CONNECT	ON	14	wolldy.
SIZE OF TAPS	W/Marin	SIZE OF MAIN 6	4 4 111			p /de	Arus
TAP INSERTED		SY TAPPER WEAL	day 1 XV 00004	·	LUMBE	K (Med	vering
METER OR FL	MARK COLUMN TO THE REAL PROPERTY.		CHANGE	0			
		INSPE	CTIONS				
DATE		NATURE OF LEAK		EPAIRED		TER	INSPECTOR
Ditta	-	THE COLUMN OF LIGHT			Off	On	7/1/102203
						-	
	-						
		Language and the same and the s					

"Work-Report" Example

WATER SERVICE LINE TYPE FORM

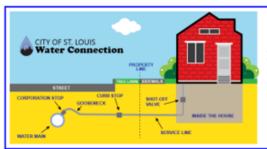
1. Address 6734 ARTHUR	determined.	5. Date 6-12-08
2A Main to Tee Head Lead Copper / 2	Galv	Other
2B. Tee Head to Stop & Waste Lead 3/8 Copper	Galv	Other
SA,3B Line Size 5/8 TO 1" Lead Copper	Galv	Other
Line to be replaced due to leaks if any Main to Tee Head Work Order? Comments/Unusual Conditions:	Tee Head to Sto	p & Waste
Inspected by: E LUNDBER G Forward completed form to Finance Section, Kingshighway Office.		415-088 (ML 11/04)

Customer Survey Example

Water Service Line Material Type Reporting

The City of Saint Louis Water Division is creating a Water Service Line Inventory to help identify lead service lines. A guideline to identify your water service line can be found here: Service Line Identification Procedure

Once you have identified your water service line material, please submit your results below:



A typical service line connecting the water main into the home. The Water Division is responsible for treatment and delivery of the water into the water mains. The customer is responsible for all portions of the service line from the Water Main to the plumbing inside the house.

First Name *

Street Address *
3133 Ivanhoe Ave.

Phone Number *

Do You Own or Rent the Property? *
Own

E-mail Address *

Service Line Material

Service Line Material Type (Pipe between the basement shut-off valve and building entry)

Lead

CONTROL OF SERVICE OF CONTROL OF SERVICE AND

Has Your Service Line between the Water Main and Your Basement Shut-Off Been Replaced?

How Was the Service Line Material Identified? * Lead Test Kit (Store Bought)

Utility Inspection Report

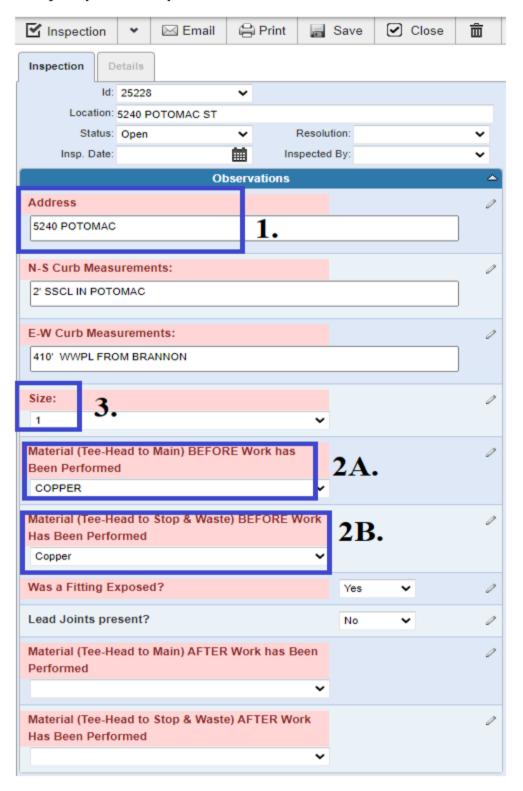
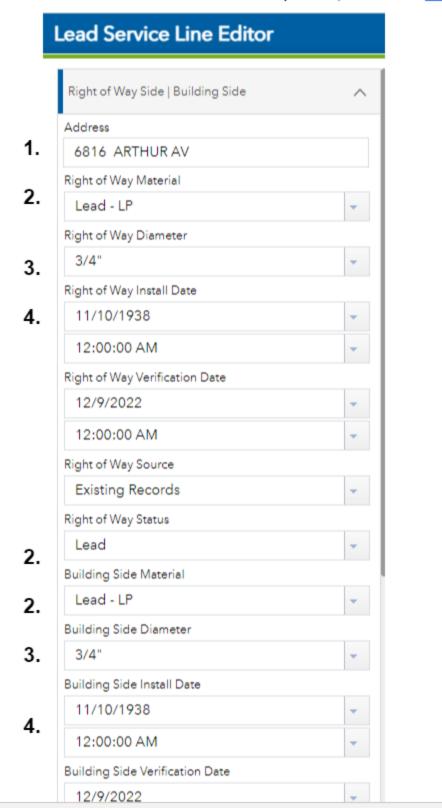


Exhibit B: Smart Editor (ArcGIS Online Data entry)

Example 1 populated from information on Exhibit A "Tap Card", "Customer Survey"



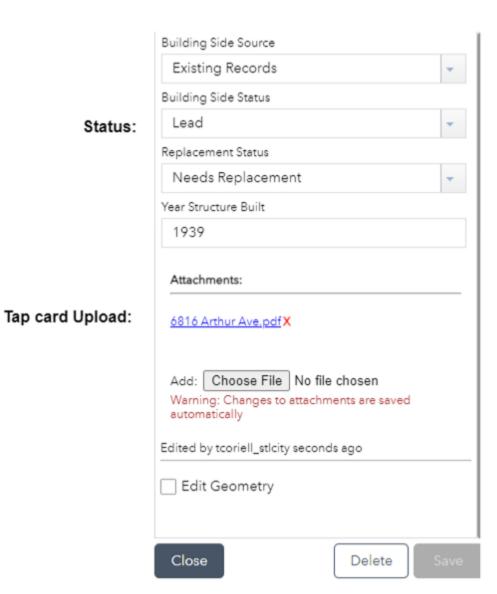


Exhibit B: Smart Editor (ArcGIS Online Data entry)

Example 2 populated from information on Exhibit A "Work-Report", "Utility Inspection Report."

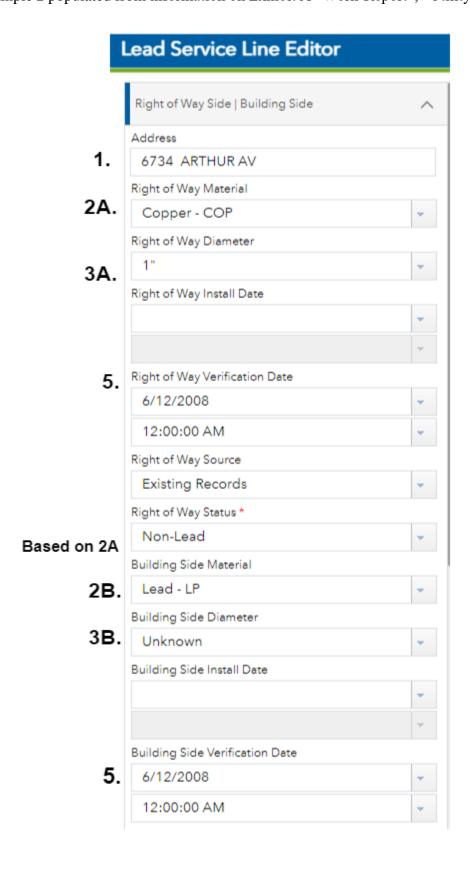


Exhibit B: Smart Editor (ArcGIS Online Data entry) Example 2 Cont.

