

## REQUEST FOR PROPOSAL

May 5, 2023

FRANCIS HOWELL SCHOOL DISTRICT

Asphalt Repair and Replacement 23-24, 24-25, 25-26

PROPOSAL DUE NO LATER THAN: 9:00am on May 22, 2023

**This inquiry implies no obligation on the part of the Francis Howell School District.**

**The Francis Howell School District reserves the right to reject any or all bids and accept that bid which appears to be in the best interest of the school district. The district reserves the right to waive any informalities, or reject any or all bids or any part of any bid. Any bid received after the time and date specified above shall not be considered.**

**Bidders are cautioned that the quoted goods and/or services must be provided at the price submitted. No increase in price will be permitted pending acceptance or rejection of the bid. All bids shall be deemed final, and no bid shall be subject to correction or amendment for error or miscalculation.**

**Purchases made by the Francis Howell School District are not subject to state or local taxes or federal excise taxes. The official state tax exemption letter shall be furnished upon request.**

**All labor is to be paid at "prevailing wage rates" in accordance with Prevailing Wage Order #29, or the most recent version thereof.**

**All bidders are encouraged to use workers on the projects that are trained and skilled in their respective field, evidenced by having completed or being currently enrolled in a training program or apprenticeship program, to provide the District with the most qualified workers to complete projects.**

**All persons employed by outside vendors/contractors will be required to successfully undergo a criminal record and a clear check of the Child Abuse/Neglect Registry. Such background checks will be performed at the vendors/contractors' expense and will, upon request, be shared with the District.**

**In the event no funds or insufficient funds are appropriated and budgeted for this service, the district shall, not less than sixty (60) days prior to the end of a fiscal period, in writing, notify the company to terminate the contract.**

**Sealed Bids MUST be submitted on the attached bid forms APPENDICES A, B, C, D AND E**

**Please mail or hand deliver bid before the public opening at 9:00am on May 22, 2023 to:**

**Francis Howell School District Facilities and Operations**

**828 O'fallon Road**

**St. Charles MO 63304**

## **General Conditions**

The purpose of this Request for Proposal (RFP) is to establish the requirements for the requested services, and to solicit Proposals from firms (hereafter "Company") for providing such services.

1. The Company must submit a complete Proposal covering all requirements identified in this RFP package in order to be considered. All Proposals will be carefully scrutinized to ensure that such requirements can be met. Proposals submitted must be the original work product of the Company.
2. Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.
3. The District is not responsible for lateness or non-delivery by the US Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt.
4. Proposals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the Proposal and such person signs a receipt for the Proposal, but only if the withdrawal is made prior to the submission deadline.
5. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing Proposals in response to this request.
6. Any explanation or statement that the Company wishes to make must be contained with the Proposal but shall be written separately and independently of the Proposal proper and attached thereto. Unless the Company so indicates, it is understood that the Company has proposed in strict accordance with the RFP requirements.
7. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
8. The District reserves the right to decline any or all Proposal submissions, or to cancel the RFP call, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by the District to any Company for any expense, cost, loss or damage incurred or suffered by the Company as a result of such withdrawal.
9. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District after the scheduled closing time for the receipt of Proposals.
10. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is provided solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.
11. The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained. The Company agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or of any failure to fully acquaint itself with all conditions relating to the proposed work.

12. No oral interpretation will be made to any Company as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. All contact regarding this RFP must be directed to the Director of Operations and Facilities. Unauthorized contact by the Company with other District employees or Board members regarding the RFP may result in disqualification.
13. The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.
14. The Company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.
15. No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company's Proposal.
16. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the Proposal must be taken as a whole.
17. The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
18. To facilitate consideration of the Proposals, the District may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange a time for an interview. The District, in its sole discretion, will determine which, if any, Company will be interviewed.
19. The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any Proposal.
20. The District reserves the right to negotiate final Agreement terms with any Company, regardless of whether such Company was interviewed or submitted a best and final Proposal.
21. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.
22. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.
23. The District reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the District, the successful Company is unable or unwilling to enter into a form of Agreement satisfactory to the District. The District shall be entitled to do so without any liability being incurred by the District to the Company.
24. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Company agrees to abide by the decisions of the District. Any ambiguity in the Proposal because of omission, error, lack of clarity or noncompliance by the Company with specifications, instructions and all conditions of bidding shall be construed in the favor of the District.
25. All of the terms and conditions of this RFP are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFP

and the successful Company's response to this RFP shall be incorporated into a final Agreement between the District and the successful Company. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFP and the response of the Company shall be resolved in favor of the District and shall be deemed to be incorporated into the final Agreement.

26. The successful Company must not at any time assign any portion of its contract with the District nor shall it assign the contract without the written permission of the District. The successful Company must not, at any time, change sub-consultants approved by the District without written permission of the District, other than as listed in the Proposal submission.
27. The District reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful Company fails to meet the terms and conditions of the RFP. Notwithstanding the termination of the contract, the successful Company shall remain responsible for its obligations under this contract up to the date of termination. The District reserves the right to commence an action in a court of competent jurisdiction against the successful Company for damages that result from the breach of the terms and conditions of the contract, by the successful Company.
28. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Company.
29. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Company and the District will thereby be relieved from all further obligations under the Agreement.
30. Initial Proposals may not be withdrawn for 90 calendar days from the due date for Proposals except with the express written consent of the District.
31. In the event the Agreement initially awarded by the District is terminated for any reason within 120 days of the due date for Proposals, the District reserves the right to negotiate and accept any other submitted Proposal.
32. The District shall not be responsible for any pre-Agreement expenses of any Company, including the successful Company, incurred prior to the commencement of the Agreement.
33. The Board of Education of the Francis Howell R-III School District seeks to ensure that the highest quality workmanship will be performed on its projects. As such, all bidders are encouraged to use workers on the project that are trained and skilled in their respective field, evidenced by having completed or being currently enrolled in a training program or apprenticeship program, so as to provide the District with the most qualified workers to complete its projects.

## INFORMATION FOR BIDDERS

The Contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor and the Francis Howell School District with a company licensed to do business in the State of Missouri and satisfactory to the Francis Howell School District and in the amounts not less than those specified below. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the contractor in protecting the Francis Howell School District from damage or injury claims. The Francis Howell School District shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the engineer determines that unusual or special risks revealed by the work so require and in such amounts as the Francis Howell School District may determine to be adequate, and without thereby limiting the liability of the contractor in protecting the Francis Howell School District from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the contractor and any subcontractor shall furnish at their cost, a Francis Howell School District's protective insurance policy satisfactory to the city naming the Francis Howell School District as additionally insured for amounts not less than the contractor's public liability and property damage insurance covering the work.

The contractor shall comply fully with the requirements of the Workmen's Compensation Act of the State of Missouri and shall furnish evidence that the contractor is insured thereunder.

The coverage shall insure the Francis Howell School District of its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.

The amounts of such insurance shall be not less than the following:

- a) Contractor's Bodily Injury Liability and Property Damage Liability Insurance:
  - 1) Injury or death of one person . . . . \$1,000,000
  - 2) Injury to more than one person  
in a single accident . . . . . \$2,000,000
  - 3) Property damage . . . . . \$1,000,000
- b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:
  - 1) Injury or death of one person . . . . \$1,000,000
  - 2) Injury to more than one person  
in a single accident . . . . . \$2,000,000
  - 3) Property damage . . . . . \$1,000,000

Certificates of insurance sent to the Francis Howell School District as evidence of insurance shall contain the following statements, and in their absence the certificates will not be satisfactory to the Francis Howell School District.

1. The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the Francis Howell School District of written notice thereof.
2. A certificate of insurance must be filed with the Francis Howell School District.
3. The Francis Howell School District must be listed on all Certificates of Insurance as additional insured.
4. A statement of the insurance company's A.M. Best rating will be required. A rating of at least A-VI is required.

The successful bidder will be required to comply with the Division of Labor Standards, Wage Determination Rate, which is made a part of this specification. Prevailing wage rates apply.

All units of construction necessary for the completion of the project shall be performed at no additional cost to the Francis Howell School District unless specifically listed as a pay item.

The Contractor will be required to have all utilities located. Damage to existing utilities due to neglect of the contractor shall be repaired at the contractor's expense.

The contractor is responsible for all job site safety and shall follow all governmental rules and regulations particularly those of the Occupational Safety and Health Administration (OSHA).

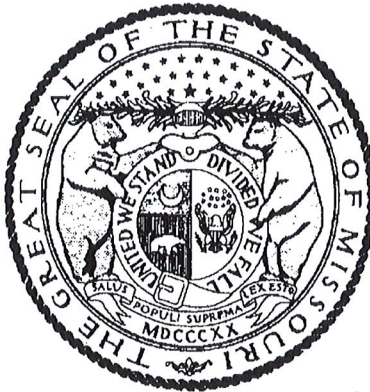
Contractor shall ensure that all labor performed in construction shall be compensated at prevailing wage, in accordance with the Missouri Division of Labor Standards applicable to St. Charles County. Certified Payroll Sheets complying with the current wage order shall be submitted with each request for payment.

1. **EVERIFY** (Federal Work Authorization Program – documents are attached and must be submitted with bid)
2. **167.371, RSMo Random Drug and Alcohol Testing Program**  
The contractor shall comply with the requirements of Section 167.371, RSMo, which stipulates that contractors or subcontractors on public works construction projects at public schools establish and implement a random drug and alcohol testing program. Any program must be administered by a certified laboratory and must require notification to the contractor/subcontractor and the contractor's/subcontractor's employee of the results of any positive drug and alcohol test. The school district must be notified of the action taken to protect the safety of the students as a result of a positive test. The contractor/subcontractor will pay for the costs of the program.
3. **Prevailing Wage/Annual Wage Order (attached)**  
Missouri's Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on public works construction projects in Missouri, such as bridges, roads, and government buildings. The prevailing wage rate differs by county and for different types of work. The Prevailing Wage Law applies to all public works projects constructed by or on behalf of state and local public bodies. All public bodies of Missouri contemplating construction work must get an Annual Wage Order from Labor Standards. The Annual Wage Order lists the prevailing wage rates on public construction projects in each county. The rates must be incorporated into the contract specifications for the job. This is the minimum prevailing wage rate required for the project. Employees are free to bargain for a higher rate of pay. Employers are free to pay a higher rate of pay.
4. **Excessive Unemployment 290.550 thru 290.580 RSMo**  
Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 29

Section 092

### ST. CHARLES 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

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$65.21
Boilermaker	\$30.19*
Bricklayer	\$60.45
Carpenter	\$59.33
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$56.69
Plasterer	
Communications Technician	\$60.08
Electrician (Inside Wireman)	\$70.47
Electrician Outside Lineman	\$69.79
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$30.19*
Glazier	\$30.19*
Ironworker	\$65.30
Laborer	\$48.91
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$48.58
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.02
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$36.84
Plumber	\$73.13
Pipe Fitter	
Roofer	\$55.02
Sheet Metal Worker	\$70.00
Sprinkler Fitter	\$74.73
Truck Driver	\$30.19*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The 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 as defined in Section 290.210 RSMo.

Heavy Construction Rates for  
ST. CHARLES County

Section 092

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$69.79
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.98
General Laborer	
Skilled Laborer	
Operating Engineer	\$64.95
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$48.21
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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 fewer than 1,000 reportable hours for this occupational title. The 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 as defined in Section 290.210RSMo.

# OVERTIME and HOLIDAYS

## 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 public 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 public 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.

**ASPHALT REPAIR AND REPLACEMENT AT VARIOUS LOCATIONS  
REQUEST FOR QUOTE**

**A. INVITATION AND OWNER IDENTIFICATION**

1. PROJECT:  
ASPHALT REPAIR AND REPLACEMENT at Various Locations
2. OWNER:  
Francis Howell School District  
828 O'Fallon Road  
St. Charles, MO 63304
3. OWNER'S REPRESENTATIVE:  
Mike Deters Grounds  
Foreman  
Francis Howell School District  
828 O'Fallon Rd.  
St. Charles, MO 63304  
(636) 851-6300
4. This is a formal request for a proposal from your firm to provide asphalt repair and replacement services to the Francis Howell School District for various projects for a three-year period.

**B. PROJECT INSURANCE REQUIREMENTS**

1. All respondents to the Request shall provide evidence of the following:
  - a. Workers Compensation Insurance
  - b. Comprehensive General Liability Insurance (\$1,000,000.00)
  - c. Liability Umbrella Insurance (\$2,000,000.00)
  - d. Professional Design Liability (minimum \$1,000,000.00)

**C. SELECTION**

1. In evaluating the qualifications of each Respondent, the District will use the following criteria. These items should be addressed in your qualifications.
  - a. The specialized experience and technical competence of the Respondent with respect to the type of services required;
  - b. The capacity and capability of the Respondent to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
  - c. The firm's proximity to and familiarity with the area in which the projects are located.
  - d. The rates as submitted.
2. District officials will evaluate and rate the qualifications of the respondents.

**APPENDIX "A"****PRICING****PROJECT: FHSD ASPHALT REPAIR AND REPLACEMENT 23/24, 24/25, 25/26**

I HEREBY SUBMIT PRICING FOR THE FRANCIS HOWELL SCHOOL DISTRICT  
ASPHALT REPAIR AND REPLACEMENT RFP and VERIFY THAT I HAVE RECEIVED INFORMATION FOR AND WILL  
COMPLY WITH THE REQUIREMENTS OF THE STATE OF MO REGARDING: E-VERIFY FEDERAL WORK AUTHORIZATION,  
RANDOM DRUG AND ALCOHOL TESTING, MO DEPARTMENT OF LABOR RELATIONS PREVAILING WAGE, AND MO  
DEPARTMENT OF LABOR RELATIONS EXCESSIVE UNEMPLOYMENT REGULATIONS.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

BIDDERS PRINTED NAME: \_\_\_\_\_

BIDDERS SIGNATURE: \_\_\_\_\_

*Signature verifies that bid is good for at least 90 days*

DATE: \_\_\_\_\_

	0 - 150 Sq Yds	1251 - 1500 Sq Yds
<b>2" MILLING</b>		
<b>4" MILLING</b>		
<b>2" OVERLAY</b>		
<b>4" OVERLAY</b>		
<b>4" REMOVE AND REPLACE</b>		
<b>6" REMOVE AND REPLACE</b>		
<b>6" ASPHALT CURB</b>	0 - 25 Ln Ft	501 - 1000 Ln Ft

**APPENDIX "B"                      SUBCONTRACTOR INFORMATION**

**PROJECT:                      FHSD ASPHALT REPAIR AND REPLACEMENT 23/24, 24/25, 25/26**

**GENERAL CONTRACTOR:** \_\_\_\_\_

NOTE: ALL GENERAL CONTRACTORS PREPARING BIDS ARE TO PROVIDE A COMPLETE LIST OF SUBCONTRACTORS AND/OR SUPPLIERS, TO THE ARCHITECT, **WITH THE BID**. THE SUBCONTRACTOR LIST SUBMITTED BY THE GENERAL CONTRACTOR, ON BID DAY WITH THE FORM OF BID, SHALL BE CONFIRMED WITHIN TWENTY-FOUR (24) HOURS AFTER THE BID DATE AND TIME.

The Bidder hereby indicates that the following subcontractors and/or suppliers as listed below and defined in Supplementary Conditions, Article 5, shall be employed under contract with the Bidder for use on this project (subject to Owner and Architect review and approval).

NAME AND ADDRESS OF SUB(S):

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**APPENDIX "C"****CONTRACTOR INFORMATION****PROJECT:****FHSD ASPHALT REPAIR AND REPLACEMENT 23/24, 24/25, 25/26****GENERAL CONTRACTOR:** \_\_\_\_\_

The Board of Education of the Francis Howell R-III School District seeks to ensure that the highest quality workmanship will be performed on its projects. As such, all bidders are encouraged to use workers on the project that are trained and skilled in their respective field so as to provide the District with the most qualified workers to complete projects.

The undersigned hereby proposes to complete the work shown and specified and delivered to the Board, expeditiously and consistent with the bidder's professional skill and judgment, and no later than the agreed upon schedule. In addition to the information requested herein, attach a current and complete Contractor's Qualification Statement, AIA Document A305, and a copy of the bidding contractor's current Business License.

Bidder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder Name \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

Official Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Corporate Seal:

**APPENDIX "D"**

**E-VERIFY (2 pages)**

**PROJECT:**

**FHSD ASPHALT REPAIR AND REPLACEMENT 23/24, 24/25, 25/26**

**FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM**

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_ (signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)

EXHIBIT A

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by \_\_\_\_\_ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_ (individual signature)

For \_\_\_\_\_ (company name)

Title: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**APPENDIX "E"****REFERENCES****PROJECT:****FHSD ASPHALT REPAIR AND REPLACEMENT 23/24, 24/25, 25/26**

**FRANCIS HOWELL SCHOOL DISTRICT 828 O'Fallon Road, St. Charles, Missouri 63304**  
**REFERENCES FOR SIMILAR WORK IN THE LAST TWO YEARS**

**REFERENCE #1**

Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contract Price: \_\_\_\_\_  
Project Started: \_\_\_\_\_ Project Completed: \_\_\_\_\_  
Scope of Project: \_\_\_\_\_

**REFERENCE #2**

Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contract Price: \_\_\_\_\_  
Project Started: \_\_\_\_\_ Project Completed: \_\_\_\_\_  
Scope of Project: \_\_\_\_\_

**REFERENCE #3**

Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contract Price: \_\_\_\_\_  
Project Started: \_\_\_\_\_ Project Completed: \_\_\_\_\_  
Scope of Project: \_\_\_\_\_