

**THERE IS NOW AN OPTION TO SUBMIT YOUR BID ELECTRONICALLY IN LIEU OF PAPER, INSTRUCTIONS BELOW. Screen shots of the steps are on the following page.:**

1. Register for a free account at [www.stlmsdplanroom.com](http://www.stlmsdplanroom.com)
2. Have the following ready in pdf format:
  - a. Completed bid packet
  - b. Bid Bond *if applicable as stated in the bid package*
  - c. Good Faith Effort *if applicable as stated in the MWBE Goals in the bid package*

PLEASE ENSURE YOUR DOCUMENTS ARE LABELED AS “BID”, “BID BOND”, AND “GOOD FAITH EFFORT”. THIS WILL ASSIST DURING OPENING OF BIDS

**E-Bidding Instructions (screen shots attached):**

3. Visit <https://www.stlmsdplanroom.com> and login on the lower left-hand side of the page.
4. If you do not have an account, you can register for a free account by clicking “register for an account”
5. Once you have logged in, click “Public Jobs” on the left-hand side and search for the solicitation you are interested in.
6. Once in the solicitation, click “Submit Bid” tab.
7. Complete the “Your profile” section.
8. To attach your bid documents - Drag & drop your files from your computer to “Drag & Drop” area.  
**Only pdf files will be accepted.**
9. In the Review & verify section, you MUST check the box “I certify that the information I provided is complete and accurate”.
10. Click “Submit” to send the files and complete the process.
11. You will receive a confirmation email that your bid has been submitted. Keep this email!

That's it! Need help logging in or need assistance? If so, send an email to [planroom@x-rhodes.com](mailto:planroom@x-rhodes.com) or [call](#) (314) 678-0087.

You may upload a test file in advance to become familiar with the process. If you do this, please label the files as “TEST”.

MSD is not responsible for bids that do not finish submission before the due date and time listed in the bid. Please ensure you allow ample time when submitting your bid.

Screen shots begin on Step 5 of the previous page

Step 5 - Once you have logged in, click “Public Jobs” on the left-hand side and search for an RFQ.

The screenshot shows the 'Planroom' homepage. On the left sidebar, there are links: 'Planroom Home', 'Public Jobs' (which is highlighted with a red box), 'Private Jobs', 'Job Calendar', and 'Login'. Below the sidebar is a search bar with placeholder text 'Type here to search'. The main content area features a large banner with the text 'WELCOME TO OUR PLANROOM' and a subtext: 'Fast and easy access to our projects anytime, anywhere. View drawings, order prints, upload files and much more.' A 'Have a question?' button is located in the bottom right corner of the banner. At the top of the page, there is a header with links for 'Home', 'Contact Us', 'Billing Customer Service: 1 (314) 281-5737', and 'Email: billingquest@stlmsd.com'. The URL in the address bar is https://www.stlmsdplanroom.com.

The screenshot shows the 'Public Jobs' page. The left sidebar includes 'Planroom Home', 'Public Jobs' (highlighted with a red box), 'Private Jobs', 'Job Calendar', and 'Login' sections. The main content area has a search bar with placeholder text 'Type to search...' and a dropdown menu set to 'Status: All'. Below the search bar, there is a sorting option 'Sort by Date Posted'. A specific job listing is shown: '13722-015.1 S 7th St 1316 Combined Sewer Repair (IR)' from 'METROPOLITAN ST LOUIS SEWER DISTRICT'. The listing details the location as 'LOCATED WEST OF SOUTH BROADWAY STREET AND SOUTH OF CHOUTEAU AVENUE, IN THE CITY OF ST. LOUIS, MISSOURI.' and describes the contract as 'Contract consists of the construction of approximately 32 lineal feet of 36-inch diameter pipe sewers and appurtenances to be constructed'. To the right of the listing, there is information about the bid: 'Bids due in 41 days' (8/23/22 2:00pm) and a 'Electronic bidding' button. A 'Have a question?' button is also present. The URL in the address bar is https://www.stlmsdplanroom.com/jobs/public.

6. Once in the solicitation, click “Submit Bid” tab

The screenshot shows a web browser window for the St. Louis MSD Planroom. The main title is "Planroom" and the sub-page title is "13722-015.1 S 7th St 1316 Combined Sewer Repair (IR)". A sidebar on the left includes links for "Planroom Home", "Public Jobs", "Private Jobs", "Job Calendar", "Shopping Cart" (with 0 items), and "Download Queue" (with 0 items). The main content area shows a summary of the job: "Contract consists of the construction of approximately 32 lineal feet of 36-inch diameter pipe sewers and appurtenances to be constructed". Below this is a button labeled "Order this entire job, price will be calculated by SQFT". A message box says "This is available for download to registered users. Log in now". At the bottom of the content area, there are tabs for "Details", "Plans & Specs", "Addenda", "Plan Holders", and "Submit Bid". The "Submit Bid" tab is highlighted with a red box. To the right, there are sections for "Status" (Accepting Bids, Bid Date 8/23/22 2:00pm), "Company & Contacts" (Metropolitan St Louis Sewer District, Stacey Hunter, shunter@stlmsd.com), and "Location" (located west of South Broadway Street and south of Chouteau Avenue, in the City of St. Louis, Missouri). A "Have a question?" button is also present. The bottom of the screen shows a Windows taskbar with a search bar, a weather widget (87°F, Mostly sunny), and a date/time indicator (1:30 PM 7/13/2022).

7. Complete the “Your profile” section. This requires your name, email address and other information.

The screenshot shows the same web browser window as the previous one, but now the "Your profile" section is highlighted with a large red box. The "Your profile" section contains a yellow box with the text "Please verify your bidder information" and a "Company name" input field. The rest of the page content is identical to the previous screenshot, including the sidebar, job details, and bottom navigation.

8. To attach your bid documents - “Drag & Drop” your files from your computer to Drag & Drop area
9. Check the “Review & verify” box
- 10.“Submit” your bid

The submission deadline is Tuesday, August 23 at 2:00 pm CDT

**PDF attachments**

Only PDF files will be accepted. Bid Form and Bid Bond are required as well as Good Faith Effort Packet if applicable.

Bid documents  
Max filesize 100MB

Drag and drop or [click here](#) to attach your documents

Test file.pdf  
6 KB  
Attached Tap to undo

**Review & verify**

Please carefully review all your information and file attachments.

I certify that the information provided is complete and accurate

Submit

Have a question? ?

*Submit your response to the following contact.*

Company **The Metropolitan St. Louis Sewer District**  
Buyer **James Griffin**  
Location **2350 Market Street**  
**Saint Louis, MO 63103 2555 Saint Louis (Ind City)**  
**UNITED STATES**  
Phone **1-314-768-6269**  
Fax  
E-mail **jgriffin@stlmsd.com**

*When submitting your response, include the following information.*

Your Company Name	
Company Site ( <i>Optional</i> )	
Address	
Contact Details	
Response Valid Until ( <i>Optional</i> )	

This document has important legal consequences. The information contained in this document is proprietary of The Metropolitan St. Louis Sewer District. It shall not be used, reproduced, or disclosed to others without the express and written consent of The Metropolitan St. Louis Sewer District.

## 2 Requirements

*\*Response is required*

**You must review all contents and provide all requested responses or your proposal may be considered non-responsive and eliminated from considerations.**

Instruction on attaching documents:

- You may attach multiple documents.
- Each document size limit is 100MB (per document). No limit to the number of separate documents but each document may not exceed 100MB.
- Unless asked to attach the document in its native format, the PDF format is required to reduce the file size.

### 2.1 Section 1. Solicitation Terms and Conditions

- \*1. The wording of the district's solicitation may not be changed or altered in any manner. Bidders taking exception to any clause in whole or part should do so by listing said exceptions on their letterhead and submitting them with their bids; such exceptions will be evaluated and accepted or rejected by the district, whose decision will be final. Bidders may be deemed non-responsive if the exception are not acceptable to the district.

Select one of the following:-

- a. I have no exceptions to the bid requirements or clauses that will be incorporated from the bid into the resulting contract.
- b. I have exceptions to the bid requirements and/or clauses. Those exceptions are in the attached.(*Response attachments are required*)

- \*2. Please be advised that the Metropolitan St. Louis Sewer District ("MSD") is subject to the laws of the State of Missouri, including open records laws.

MSD's records are subject to disclosure upon request, unless exempt under a specific provision of the Act. This includes proposals received from prospective vendors.

Select one of the following:-

- a. I have read the requirements of the Sunshine Law. I have no proprietary or confidential information in the proposal submitted.
- b. I have proprietary and confidential information in the proposal submitted. Attached are the items to be considered proprietary or confidential.(*Response attachments are required*)

### 2.2 Section 2. Proposal Response

\*1.

**Have the following saved as one pdf file for uploading:**

- a. FILE # 1 - Completed bid packet. This includes:

1. **BID FORM-SUMMARY OF TOTAL BID, Addenda Acknowledgement, FORM**
  2. Supplier Profile sheet
  3. References
  4. Conflict of Interest Questionnaire completed and signed.
  5. MWBE Qualification Form
  6. MSD Form A
  7. MBE/WBE Subcontractor/Vendor Verification Form
- b. **FILE # 2 - MWBE or Good Faith Effort if applicable as stated in the MWBE Goals in the bid package**

Select one of the following:-

- a. Required Documentation is attached.(*Response attachments are required*)

Comments:

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### Contract Terms and Conditions

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## **1 GENERAL:**

### **1 1 GENERAL INFORMATION ABOUT THIS SOLICITATION:**

The Metropolitan St. Louis Sewer District (District) desires to enter into a fixed price agreement for the purchase of Temporary Staffing Services-IT Department for one base year and three (3) pre-priced one-year option(s) for the same items.

## **2 RESPONDING TO THIS SOLICITATION:**

### **2 1 SUBMITTING YOUR BID:**

The words RFQ 1484, Temporary Staffing Services-IT Department, DUE DATE/TIME: January 14, 2026, by 11:00 AM CST. must appear on the outside of the envelope in the lower left-hand corner if submitting in paper form, or the file must be clearly identified if being submitted electronically. It is the bidder's responsibility to see that the bids are marked and delivered or uploaded as directed. Bids received after the specified time will not be opened. No responsibility will be attached to any employee of the district for the premature opening of a bid not properly addressed and identified. The bids will be publicly opened and read directly after the stated bid opening date and time.

Faxed or emailed bids are NOT acceptable and shall be considered non-responsive.

### **2 2 NUMBER OF BID COPIES THAT MUST BE SUBMITTED:**

Each Bidder must submit one copy of their bid or proposal. The bid or proposal must be clearly identified as the original and be completed and signed in ink, whether submitted in paper form or via electronic upload. It is the Bidder's responsibility to ensure that the bid submitted reaches the Purchasing Division of the District or is fully uploaded to the plan room by the published bid opening time. A bid delivered to the wrong address or not fully uploaded by the deadline will be found non-responsive. If submitting a hard copy only, bidders should include an electronic file (PDF preferred) with their submission via flash drive. Please do not copy several files onto your flash drive. Merge any stand-alone files into one file. Please identify on the flash drive, company name and bid number.

### **2 3 BIDS MUST BE VALID FOR A SIXTY (60) DAYS:**

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

### **2 4 QUESTIONS/CLARIFICATIONS REGARDING THIS SOLICITATION:**

All questions concerning this solicitation and specifications must be submitted and received via email, in writing to: Van Griffin, [jgriffin@stlmsd.com](mailto:jgriffin@stlmsd.com) no later than December 31, 2025, by 10:00 AM CST. Any oral responses to any question shall be considered unofficial and not binding on the District. An Addendum will be issued, if necessary, providing the District's official response.

### **2 5 FORM OF BID:**

All bids must be made on the attached bid forms. Bid forms must be completed and clearly filled in. The bid must be properly signed by an authorized officer, agent or partner. When filed, the bid is to be enclosed in a sealed envelope, with return name and address, addressed to Metropolitan St. Louis Sewer District, Purchasing Division, 2350

Market Street, St. Louis, Missouri 63103-2555. Any bid forms not properly filled in, incomplete or ambiguous as to intent of meaning, bearing any alteration or erasing apparent upon the face thereof, or not properly signed or not accompanied by proper bid security, may be rejected as non-responsive. Bid Form must be completed in ink.

## **2 6 QUANTITIES SHOWN ON THE BID FORM:**

The projected quantities are estimates of the District's annual usage and are not a guarantee of actual orders to be placed. Actual quantities ordered during the contract period may vary based on MSD needs.

## **2 7**

Bidders must bid the first year and each option year. Any bidder not bidding all years may be determined to be nonresponsive.

## **2 8 CONTRACT PRICING APPLIES TO ALL DISTRICT LOCATIONS:**

The District will pay the same price for an item regardless of where it is delivered within the District's operating area.

For example, the District will not pay more for an item delivered in the northern part of St. Louis County than for an item delivered in the City of St. Louis, southern or western St. Louis County.

## **2 9 FREIGHT AND SHIPPING CHARGES:**

The freight and/or shipping charges will be included in the price of the item. The District will pay for freight only when expedited handling, such as Next Day Air, is requested and approved in advance.

## **2 10 FUEL SURCHARGES:**

The District will not pay any fuel surcharges.

## **2 11 ADDENDUM(S):**

The District may issue addenda before the scheduled bid opening date. All addenda will be in writing and will be posted on the District's website.

The District will post addenda on the District's website at the time they are issued. It is each bidder's responsibility to check the website and to download the addenda. Once an addendum is posted on the District's website the District considers all bidders and potential bidders to have been notified of the addendum. **FAILURE TO  
ACKNOWLEDGE ADDENDA WITH YOUR BID OR PROPOSAL SUBMISSION MAY RENDER YOUR  
BID OR PROPOSAL NON-RESPONSIVE.**

Failure to acknowledge an addendum that could have a material impact on the solicitation may negatively impact the responsiveness of your bid. Material impacts include, but are not limited to, changes in the specifications or price, scope of work, delivery times, performance period, quantities, bonds, insurance or qualifications.

## **2 12 CHANGES TO THE BID FORM:**

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

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

## **2 13 LIST OF SUBCONTRACTORS:**

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

## **2 14 REFERENCES:**

Each Bidder is to submit a list of five (5) references for similar type projects; this list should include a point of contact and a telephone number where the point of contact can be contacted. The list should also include the dates for which the bidder provided the service. The District may require the Bidder to submit a supplemental list of references during the evaluation process; this list should at a minimum include a point of contact and a telephone number where the point of contact can be contacted. **Failure to include references with your bid or proposal may render your bid or proposal non-responsive.**

## **2 15 ALTERATION OF SOLICITATION:**

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

## **2 16 WITHDRAWAL OF BIDS:**

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

## **2 17 REJECTION OF BIDS:**

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

## **2 18 PROTESTS**

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

## **2 19 MADE IN THE USA:**

RSMO 34.353 requires that political subdivisions in the State of Missouri purchase or lease only goods or commodities produced in the United States. RSMO 34.353 further states exceptions and procedures for this rule.

By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri.

## **2 20 COLLUSION CLAUSE:**

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

## **2 21 MISTAKES IN BIDS:**

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

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

- **Minor Informalities:** Minor informalities are matters of form rather than substance that are evident from the bid documents, or are insignificant mistakes that can be waived or corrected promptly without prejudice to other bidders or the public agency; that is, the informality does not affect price, quantity, quality, delivery, or contractual conditions except in the case of informalities involving unit price.
- **Mistakes Where Intended Correct Bid is Evident:** If the mistake and the intended correct bid are clearly evident on the face of the bid form, or can be substantiated from accompanying documents, the public agency may accept the bid. Examples of mistakes that may be clearly evident on the face of the bid form are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. Mistakes that are clearly evident on the face of the bid form also may include instances in which the intended correct bid is made clearly evident by simple arithmetic calculations. For example, missing unit price may be established by dividing the total bid item by the quantity of units for that item, and an omission or incorrect total bid for an item may be established by multiplying the unit price by the quantity when those figures are available on the bid. For discrepancies between unit prices and extended prices, unit prices shall prevail.
- **Mistakes Where Intended Correct Bid is Not Evident:** The public agency may not accept a bid in which a mistake is clearly evident on the face of the bid form but the intended correct bid is not clearly evident or cannot be substantiated from accompanying documents.

## **2 22 SPECIFICATIONS:**

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

Solicitations for Professional Services will also include the Evaluation Criteria and the weighting factors that will be

used in evaluating the proposals submitted. Proposals should be structured so that it is clear what information is being submitted in support of each criteria.

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

#### **3 1 PROFESSIONAL SERVICES PROJECTS SCORING MULTIPLIER WORKSHEET**

In an effort to promote a diverse workforce, a multiplier will be applied to the evaluation scoring process where credit will be given based on the Multiplier Evaluation Sheet attached.

#### **3 2 PROFESSIONAL SERVICES PROJECTS - MWBE WORKFORCE UTILIZATION**

The District has established a Diversity goal for professional services contracts in the amount of \$500,000 or more. The requirements are further explained in the attached "Utilization and Workforce Program for Professional Services" Effective November 1, 2024.

### **4 ADDITIONAL REQUIREMENTS FOR THIS SOLICITATION:**

#### **4 1 PAYMENT TERMS**

The District's payment terms are Net 30 days. Bidders are encouraged to propose discounts for prompt payment or to propose any other discount that would benefit the District.

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

#### **4 2 CONFLICT OF INTEREST:**

Contractors receiving compensation for work completed on behalf of the District shall be required to review the District's Conflict of Interest Policy (the policy may be found on the District's website [www.msdprojectclear.org](http://www.msdprojectclear.org)).

The contractor should complete and sign the Vendor's Conflict of Interest Statement and return it with their bid. In addition, vendors and contractors must continue to abide by the Conflict-of-Interest Policy in order to remain eligible to conduct work for the District. **Failure to include the conflict of interest with your bid or proposal may render your bid or proposal non-responsive.**

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

### **5 QUALIFICATIONS:**

#### **5 1 INSURANCE:**

Insurance requirements are in Attachment A - Revised Insurance & Bond Specifications Master Procurement Contracts Effective 10/15/22, Updated 12/07/22 and found in this bid package. These insurance requirements will be made part of the resulting contract and successful bidder will be required to provide a Certificate of Insurance

reflecting these requirements and will be required to keep this insurance active for the life of this contract.

## **5 2 RESPONSIBILITY:**

The DISTRICT reserves the right to require the apparent successful bidder(s) to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar contracts prior. The award of Contract will be contingent upon providing acceptable proof and record of performance.

The District will take into account a bidder's performance on any existing contracts the bidder has with the District. The District will take into account a bidder's performance on any past contracts he or she has had with the District. If in the District's opinion the performance under such contracts is, or was, below a satisfactory level of performance the bidder can be found non-responsive. For example a current contract is behind schedule, or a past contract not completed on schedule, is considered evidence that the bidder will not complete the current project on schedule. If the District is experiencing, or has experienced, problems in getting a contractor to perform site restoration in a timely manner the District can consider that it will experience the same difficulty on the current project. While site restoration may not be a major portion of the contract it is a critical issue with the District's customers. These examples are not all inclusive of issues that may be considered in the evaluation of a bidder's performance in District contracts. It is not necessary for the District to have terminated a contract to consider the performance less than satisfactory.

## **5 3 COMPLIANCE WITH DISTRICT ORDINANCES, CONTRACTS OR CHANGES:**

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

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

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

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

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

## **5 4 MISREPRESENTATIONS & DISQUALIFICATIONS**

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

## **6 AWARDING THE BID:**

### **6 1 BASIS OF AWARD:**

The Contract may be let as a whole, or may be split. Bids will be evaluated as described in the specifications.

The District reserves the right to evaluate the bid on the total cost to the District and not just the bid price. Total cost to the District includes, but is not limited to, administrative cost associated with administering the contract, inventory cost, cost of partial shipments, stock outs, back orders, improper billing. In evaluating these factors the District may take into account the District's experience with the vendor and/or the comments obtained from other sources, to include but not limited to the references provided.

## **6 2 AWARDING TO MULTIPLE VENDORS:**

The District reserves the right to award to none, one or more vendors. However, Bidders should be aware that not bidding on all items may have an adverse impact on their bid evaluation.

## **6 3 NON-RESPONSIVE AND RESPONSIBLE BIDS AS DETERMINED BY THE DISTRICT:**

It is the sole responsibility of the District to evaluate fairly and determine whether or not the Bid or Proposal is responsive and responsible.

If it is determined that the bid is non-responsive or responsible for any reason, the Bidder shall be notified.

## **6 4 NOTICE OF AWARD:**

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

## **6 5 COMMENCEMENT OF WORK:**

The CONTRACTOR will commence work within 10 calendar days after a written Notice to Proceed is issued by the Purchasing Division. A Notice to Proceed and purchase order will not be issued until approved insurance certificate, performance and payment bond, and MWBE verification letters are on file with the Purchasing Division.

If the CONTRACTOR commences work prior to being issued a Notice to Proceed by the Purchasing Division the Contractor does so at his own risk and payment may be withheld until the facts concerning the matter have been collected and evaluated. The District will not issue a Tax Exemption Certificate or issue a purchase order before the Notice to Proceed is issued. The Notice to Proceed will not be issued until all pre-award requirements are completed and approved by the District.

## **6 6 CONTRACT DOCUMENTS:**

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

## **7 PERFORMANCE DURING THE CONTRACT PERIOD:**

### **7 1 DELIVERY:**

- Delivery of supplies should be to the Metropolitan St. Louis Sewer District, ATTN: contact name,

department, address, city, state, zip.

- Order must be shipped complete. Any partial shipment must be approved in advance by authorized District representative.
- No Deliveries after 2:30 p.m., deliveries are to be made Monday through Friday, on normal District workdays.
- All orders must have an acknowledgement with a delivery date / shipment date included.
- For back-ordered items an expected delivery date should be specified.
- For additional requirements see the Specifications

## **7 2 REQUIRED USE OF BLANKETS:**

The District will require the Departments to use the blanket agreement for requirements in excess of \$10,000.00. However, the District reserves the right to obtain competitive pricing for any items or services if in the best interest of the District.

## **7 3 RELATED ITEMS NOT SPECIFICALLY IDENTIFIED ON THE BID FORM:**

If there is an item which is not specifically identified on the bid form (blanket agreement) and pricing is based on a discount for a general category or class of supplies, materials, and/or parts, the District reserves the right to purchase the item from another supplier if a better price can be obtained.

## **7 4 SERVICE:**

- The Bidder will provide at a maximum two day (MSD working days) delivery for any order placed prior to 3:00 p.m. for routine orders. (An order placed at 2:00 p.m. on Tuesday will be delivered no later than 3:00 p.m. on Thursday).
- In the case of an emergency the Bidder will provide same day delivery.
- Whenever the Bidder cannot provide a requested item within the time frame that a Department requires it the Department is authorized to purchase the item off the contract. The District will be developing a vendor rating system which will allow the District to evaluate a vendor's performance.

## **7 5 PERMITS AND LICENSES:**

The Contractor will procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of work and submit copies to the District prior to project payment. In the case of removal of under ground tanks, this will include, but not be limited to, filing a Closure Notification with the Missouri Department of Natural Resources.

## **7 6 ASBESTOS:**

MSD has determined that certain District facilities have known or suspected asbestos-containing building materials in their structures. Unless the Contractor is specifically hired to perform asbestos-related activities and is certified by the State of Missouri to perform such work, Contractor employees are prohibited from knowingly disturbing asbestos-containing materials. If Contractor employees determine that their scope of work would knowingly disturb asbestos-containing material or suspected asbestos-containing material, they should notify their MSD contact before proceeding. If Contractor employees disturb asbestos-containing material or suspected asbestos-containing material by accident, they should cease with their work activity and immediately notify MSD personnel responsible for the facility.

## **7 7 PUBLIC CONVENIENCE AND SAFETY:**

The Contractor shall observe and adhere to the safety requirements of all federal, state and local authorities of jurisdiction.

## **7 8 ACCESS TO DISTRICT BUILDINGS:**

Contractor shall coordinate with designated official of the District to coordinate access to the buildings during the contract. This contact will be designated once the contract is awarded.

## **7 9 INSPECTION OF WORK:**

The DISTRICT and its authorized representatives shall be given free access to the work, storage sites, and all material-producing facilities. Every reasonable aid shall be provided for ascertaining that the materials and workmanship are in accordance with the plans and specifications. The inspection of all work will be under the jurisdiction of the Director or his designee.

Any work not constructed in accordance with the plans and specifications shall be subject to rejection at any time prior to formal acceptance.

## **7 10 CHANGED OR UNFORESEEN CONDITIONS:**

During the progress of the work, if the Contractor should encounter conditions materially different from those shown on the plans or indicated in the Specifications, or unknown conditions of a nature differing materially from those ordinarily encountered and generally recognized as being inherent in work of the character being performed, he/she shall, before proceeding further with work affecting or affected by such conditions, immediately notify the District which will promptly make an investigation. If conditions do materially differ and the Contractor could not have reasonably have been expected to ascertain in advance the true nature of the existing conditions, a change order will be issued to provide for any increase or decrease in cost and difference in contract time resulting from any such condition.

## **7 11 FORCE MAJEURE:**

If either the District or the Contractor is rendered unable, wholly or in part, by force majeure or any other cause of any kind not reasonably within its control, to perform or comply with any obligations or conditions of this Contract, upon giving notice and reasonably full particulars to the other party, such obligations or conditions shall be suspended during the continuance of the inability so caused and such party so rendered unable shall be relieved of liability and shall suffer no prejudice for failure to perform the same during such period. The term "force majeure" shall include, without limitation by the following enumeration, acts of God or public enemy, the elements, fires, accidents, breakdowns, strikes, labor disputes, or other industrial, civil or public disturbance, and any laws, orders, rules, regulations, acts or restraints of any governmental body or authority, civil or military, or any similar causes beyond the control of the parties hereto. Notwithstanding the foregoing, changes in prices, increases in taxes, duties, and/or tariffs, financial difficulties, changes in market conditions affecting price or supply, and/or supplier actions or disputes, and other similar circumstances shall not constitute a force majeure event under this provision and will not excuse performance by any party under this Agreement.

## **7 12 SUBMISSION OF INVOICES:**

- It is preferred that the Contractor submit invoices by e-mail, via pdf file, to apuser@stlmsd.com, otherwise, the Contractor will submit invoices to: MSD, ATTN: Accounts Payable, 2350 Market Street, St. Louis, MO 63103-2555.

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

### **7 13 TAX EXEMPTION:**

The District is funded by public monies and as such has been approved by the State of Missouri for sales/use tax exempt status. The Missouri tax identification number and certificate are available upon request from the successful Bidder.

### **7 14 OBSERVANCE OF LAWS AND REGULATIONS:**

- The Bidder shall keep themselves fully informed of all federal, states and municipal laws, ordinances, and regulations which may affect the conduct of the work, the safety of the public and those engaged or employed, and the materials used; and on all orders and decrees of bodies having jurisdiction or authority over the work. The Bidder shall observe and comply therewith. The Bidder shall protect and indemnify the District and all its officers, agents, and employees against any claim or liability arising from or based on the violation thereof by themselves or their employees.
- Prevailing rates of pay shall be paid to skilled and unskilled labor employed on the contract work, if the Prevailing Wage Provisions are included in these Terms and Conditions.
- No discrimination shall occur in the selection or employment of labor on account of creed, race, color, or gender.

### **7 15 FINAL PAYMENT:**

Final payment will not be made until all of the conditions of the Prevailing Wage and M/WBE provisions have been met. Specifically the following documents must be on file in the District: (If applicable to this project)

- Completed M/WBE Involvement Report this report will be forwarded to the Office of Diversity by the using activity.
- Letter for Final Report of MWBE Participation, this letter will be forwarded to the Office of Diversity by the using activity.
- Certified payroll(s);
- Waiver of Lien from each subcontractor and/or supplier; and
- A notarized affidavit of compliance with the prevailing wage law.
- Certified Payrolls

### **7 16 CONTRACTOR, CONSULTANTS AND SERVICE PROVIDER BUSINESS EXPENSE REIMBURSEMENT POLICY:**

#### **PURPOSE**

MSD's "Contractor Business Expense Reimbursement Policy dated November 2023" establishes requirements and procedures for payment of authorized business expenses for contractors, consultants or service providers for travel or expenses authorized under a specific contract. Expenses indicated in the contract that are reasonable, relevant and directly tied to the activities of the approved scope of work under a contract will be approved for payment. This policy shall be followed unless specific contract language allows otherwise.

Payments for travel expenses tied to a contract deliverable or task will be reimbursed based on itemized original receipts as deemed appropriate by the District. Charges for alcoholic beverages will not be reimbursed..

A copy of the full policy is available upon request.

## **8 LEGAL CONSIDERATIONS:**

### **8 1 ASSIGNMENT:**

Contractor shall not assign this Contract without the prior written consent of the District, which consent will not be unreasonably withheld. Assignment if allowed will not relieve the Contractor of its obligations under the Contract unless specifically so stated by the District in the written consent to the assignment.

### **8 2 FUNDS:**

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

### **8 3 PUBLIC OFFICIAL NOT PERSONALLY LIABLE:**

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

### **8 4 NON-DISCRIMINATION IN EMPLOYMENT:**

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

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

Contractor agrees to post in a conspicuous place available to employees the applicants for employment notices setting forth the provisions of this non-discrimination clause.

In the event of the Contractor's noncompliance with the provisions of the Subparagraph, above, this contract may be

canceled, terminated or suspended in whole, or in part, and the Contractor may be declared ineligible for further District Contracts. The rights and remedies of the District provided in this subparagraph will not be exclusive but are in addition to any remedies provided in this contract or as provided for by law.

#### **8 5 HOLD HARMLESS:**

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

#### **8 6 INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the District, its Trustees, directors, officers, agents and employees (the District), from and against any and all claims (including but not limited to attorneys' fees), suits, causes of action, judgments or damages on account of any liability, including personal injuries or bodily injury, including death or property damage, sustained by the District or sustained or claimed to be sustained by any person or persons, to the extent caused by, to the extent arising out of, or to the extent resulting from, any act or omission of the Contractor or its subcontractors, their agents or employees, related to the work, or due, in whole or part, to any negligent act or omission on the part of the Contractor or its subcontractors, their agents or employees. This indemnity shall continue not only during the time period in which the Contractor performs the work but shall continue thereafter for a period of five (5) years after final acceptance.

#### **8 7 GOVERNING LAW - MISSOURI**

Missouri (MO) is the governing law for all disputes.

#### **8 8 APPLICABLE LAW:**

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

#### **8 9 OPEN RECORDS - SUNSHINE LAW**

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

### **9 TERMINATION:**

#### **9 1 TERMINATION FOR CONVENIENCE:**

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

of work under the Contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter, the Contractor shall:

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

## **9 2 TERMINATION FOR DEFAULT:**

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

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

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

## **10 POST-CONTRACT REQUIREMENTS:**

### **10 1 DOCUMENT RETENTION**

1. Contractor hereby agrees to retain copies of any reports, plans, permits, and documents submitted to the District, as well as any underlying research and data used to develop said submittals, for a period of seven (7) years after the above referenced Consent Decree is terminated unless otherwise notified by the District.
2. At any time during this information-retention period identified above, upon request by the District, Contractor shall provide copies of any research and data underlying any of the reports, plans, permits, and documents submitted to the District pursuant to this section within a reasonable timeframe.

### **10 2 AUDITS/INSPECTIONS:**

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

The District reserves the right to audit and verify the contractor's records before final payment is made.

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

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

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

## **ATTACHMENT A**

### **REVISED INSURANCE & BOND SPECIFICATIONS MASTER PROCUREMENT CONTRACTS Effective 10/15/22, Updated 12/07/22**

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#### **INDEMNIFICATION**

The Contractor shall defend, indemnify and hold harmless the District, its Trustees, directors, officers, agents and employees (the District), from and against any and all claims (including but not limited to attorneys' fees), suits, causes of action, judgments or damages on account of any liability, including personal injuries or bodily injury, including death or property damage, sustained by the District or sustained or claimed to be sustained by any person or persons, to the extent caused by, to the extent arising out of, or to the extent resulting from, any act or omission of the Contractor or its subcontractors, their agents or employees, related to the work, or due, in whole or part, to any negligent act or omission on the part of the Contractor or its subcontractors, their agents or employees. This indemnity shall continue not only during the time period in which the Contractor performs the work but shall continue thereafter for a period of five (5) years after final acceptance.

#### **INSURANCE REQUIREMENTS:**

- a. Within ten (10) days after being issued an Intent to Award or Notice of Award of the Contract and prior to the commencement of work for the District, the Contractor must provide executed Certificate(s) of Insurance on the ISO ACORD 25 Form or current equivalent with the District, indicating that the bidder is carrying commercial general liability, business auto liability, workers compensation/employers' liability, excess (umbrella) liability, professional liability and pollution liability as required. The initial and renewal Certificates of Insurance must identify the MSD Project and Contract by name and reference number. The Certificate shall reference the retroactive date as applicable to the particular coverage(s). A sample Certificate of Insurance Form in the format required is attached to these specifications.
- b. The Contractor shall carry and maintain for the life of the Contract adequate liability insurance as required by the Contract with a company or companies satisfactory to the District and which are:
  - Licensed to do business in the State of Missouri (Admitted) with a financial strength rating of "A-" or better and a financial size category of Class VI or higher per AM Best Company; or
  - Not licensed in the State of Missouri (Non-admitted) with a financial strength rating of "A" or better and a financial size category of Class IX or higher per AM Best Company; or
  - If no AM Best rating is available (i.e., captive underwriting), then demonstrating acceptable proof of financial responsibility as determined by MSD.

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

- c. The amounts of coverage required herein shall not be construed to limit the liability of the Contractor.

- d. The District (including its Trustees, directors, officers, agents and employees), shall be included as "Additional Insured(s)" for all required insurance coverage (with the exception of professional liability and workers compensation coverage) with respect to the work covered by the Contract. The Contractor shall require that its sub-contractors name the District and the Contractor as "Additional Insured(s)". The additional insured coverage must be sufficiently broad to afford the District coverage as required by the indemnification provision of the Contract and must include products and completed operations coverage within the commercial general liability policy.
- e. Waivers of subrogation shall be required in the following coverages: Commercial General Liability, Business Auto Liability, Workers Compensation and Employers' liability Insurance (to the extent the work does not fall within the construction trade class) and Excess (Umbrella) Coverage.
- f. In the event the Contractor is a joint venture, the following additional requirements shall apply:
  - 1. If the joint venture secures separate stand-alone coverage in the name of the joint venture for one or more of the required lines of coverage, each of the requirements set forth below shall apply to that coverage and the certificate of insurance shall so indicate. The District may request copies of the endorsements &/or policies of insurance to verify that coverage is in the name of the joint venture.
  - 2. If separate stand-alone coverage in the name of the joint venture is not provided for one or more of the required lines of coverage, then for each such line of required coverage, the following requirements shall apply: (i) the coverages of each of the joint venture members must provide specific endorsements to each such line of required coverage; (ii) The joint venture shall be endorsed to each such line of coverage; (iii) The joint venture and each member of the joint venture must be "named insureds" for each such line of coverage; and (iv) The certificates of insurance for each such joint venture member shall be provided and shall reflect compliance with these requirements. It is anticipated that business auto and workers compensation/employers' liability coverage will not be secured in the name of the joint venture and will fall in this category.
- g. The coverage and minimum limits of liability shall be in accordance with the specifications below except as may be specifically modified by the Project specifications:

**DEDUCTIBLE/SELF-INSURED RETENTION:**

For any coverage, a deductible or retention that exceeds \$100,000 shall be noted and approved by the District's Insurance & Safety Division. The District will reserve the right to review the funding for a deductible or retention program. Satisfaction of any such deductible or retention shall be the sole responsibility of the Contractor. If self-insured, the District reserves the right to request acceptable proof of financial responsibility before approval.

**CAPTIVE UNDERWRITING:**

If any insurance coverage is provided by or through a captive, the following requirements shall apply:

- A. The insurance coverage must be written on "A" paper; and
- B. The use of a captive must be disclosed on the Certificate of Insurance provided to the District.

**CANCELLATION:**

All policies of insurance required by these specifications shall include an endorsement that the District must be notified in the event any of the required insurance coverage is cancelled prior to the expiration date.

In addition, the Contractor must provide at least sixty (60) days written notice to the District prior to the cancellation. For policy cancellation for non-payment of premium by the Contractor, the Contractor must notify the District at least ten (10) calendar days prior to the cancellation.

Cancellation provisions within any coverage shall be in accordance with Missouri Cancellation and Non-Renewal provisions.

#### **REPLACEMENT POLICY:**

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

### **REQUIRED COVERAGES & MINIMUM LIMITS COMMERCIAL**

#### **GENERAL LIABILITY**

##### Limits

\$1,000,000 Each Occurrence  
\$2,000,000 Aggregate/Per Project\*

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

The Commercial General Liability (CGL) policy shall be in accordance with the standard ISO CG0001 policy form. No restrictive endorsements are allowed that would remove or limit the coverages provided by the standard form, including the following:

1. Premises – Operations Liability
2. Products & Completed Operations Liability
3. Advertising & Personal Injury Liability
4. Coverage for explosion, collapse and underground hazards (XCU) (to the extent applicable in connection with the work)
5. Blasting (provided that blasting coverage may be excluded if not to be performed in connection with the work)

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

If not using a standard policy form (such as Form CG 00 01 04 13 or equivalent), then additional endorsements may be required, and the form must be provided for District approval.

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

Any punitive damages exclusion must be specifically set forth and submitted to the District for approval.

The commercial general liability coverage including products and completed operations shall be maintained for a minimum period of five (5) years following final payment.

## **BUSINESS AUTOMOBILE LIABILITY**

Limits

\$1,000,000      Combined Single Limit

Insurance shall apply to all owned, non-owned and hired vehicles. An MCS-90 endorsement shall be included on the Policy when required by law .

## **WORKERS COMPENSATION & EMPLOYERS' LIABILITY INSURANCE**

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

\$1,000,000      Each Accident  
\$1,000,000      Disease Each Employee  
\$1,000,000      Disease Policy Limit

## **EXCESS (UMBRELLA) COVERAGE - Applies to Commercial General, Business Auto & Employers Liability**

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

Limits For Contracts Under \$50,000:

\$ 1 million Per Occurrence  
\$ 1 million Aggregate/Per Project\*

Limits for Contracts \$50,000 and above:

\$2 million Per Occurrence  
\$2 million Aggregate/Per Project\*

\* The aggregate limits must be provided on a per project basis. Aggregate limits not provided on a per project basis must be noted on the certificate of insurance and the District must approve.

The required provisions for the General Liability coverage (such as additional insured for products and completed operations, primary and noncontributory, etc.) will be following form on the excess over the GL coverages.

## **POLLUTION LIABILITY**

For Contracts \$50,000 and above and where appropriate for the nature of the service provided, the Contractor shall maintain in force for the full period of the Contract, pollution liability insurance coverage in the minimum amount set forth below for losses caused by sudden and accidental pollution conditions that arise from the operations of the Contractor. Such insurance shall apply to bodily injury and property damage, including loss of use of the damaged property or property that has not been physically injured, and shall cover cleanup, transportation, disposal, remediation and defense costs, including all expenses incurred in the investigation, defense, payment or settlement of claims.

Limits:

\$ 2 million	Per Claim
\$ 2 million	Aggregate

The insurance coverage shall be retroactive to the earlier of the date of this Contract or the commencement of the Contractor's work on the Project, and Contractor shall cause the same to remain in effect for a period of at least five (5) years after final acceptance of the Project by the District or such other period as may be set forth in the Contract or in the Project Specifications.

## **PROFESSIONAL LIABILITY/Errors & Omissions for Professional Services Contracts (if required by project scope)**

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

\$2,000,000	Per Claim
\$2,000,000	Aggregate

The Contractor shall maintain in force for the duration of the contract errors and omissions/professional liability insurance appropriate to the Contractor's profession.

Coverage as required in this Article shall apply to liability for professional errors, acts or omissions arising out of the scope of the Contractor's services as set forth in the contract and the project specifications.

The insurance coverage shall be retroactive to the earlier of the date of the contract or the commencement of the Contractor's work on the project, and the Contractor shall cause the same to remain in effect for a period of at least five years after final acceptance of the project by the District or such other period as may be set forth in the Contract Documents.

**NOTE:** If Contractor provides combined Pollution Liability and Professional Liability coverage or if such coverage is shared w/GL or other insurance, separate limits in the amounts required must be provided. If a policy aggregate applies, the policy aggregate must equal at a minimum the sum of the two limits, and the certificate of insurance must so indicate, and the amounts must be approved by the District.

**If applicable --  
CYBER RISK LIABILITY**

To the extent the Contractor is providing any services for the District that involve access to Information Services and/or electronic data or records, including but not limited to data or information involving District personnel or customers, then Contractor shall maintain in force for the duration of the contract Cyber Liability coverage including without limitation, third-party coverage for privacy and security liability, media liability, regulatory proceedings liability, and first-party coverage including without limitation Cyber Extortion Coverage and Data Restoration coverage, as more fully described below.

Limits

\$2 million Per Claim or Occurrence  
\$2 million Aggregate

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

The following coverage is to be included in the Cyber Liability coverage: Network

Privacy and Security

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

- Any unauthorized access to data which includes MSD PII or private information.
- Failure to provide notification of any data breach to MSD.
- Failure to comply with the Privacy Policy of MSD.
- Any wrongful collection of private or confidential information.
- Failure to prevent a security breach that results in the inability of MSD to gain system access.
- Any transmission of computer malware and/or ransomware to the MSD network, including but not limited to any type of malicious code.
- Failure to properly destroy confidential information.

Cyber Extortion Coverage

The cyber exposures to be covered under Cyber Extortion coverage should include, but not be limited to, the following:

- Any threat or a connected series of threats made, or actions taken to disseminate, divulge, or improperly utilize any private information on [your] computer system.

Data Restoration Coverage

The cyber exposures to be covered under Network Privacy and Data Restoration insurance should include, but not be limited to, the following:

Costs to recover and restore electronic data, programs, software lost from any reason including but not limited to system damage due to computer malware and/or ransomware, unauthorized access or denial of service attack, as well as costs and expenses related to the following (not an exclusive list): individual notification and regulatory reporting; public relations; mailings and communication; identity theft and/or credit monitoring assistance; legal counsel and claims assistance; and forensic analysis.

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

## **TECHNOLOGY ERRORS & OMISSIONS**

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

### Limits

\$2 million Per Claim or Occurrence  
\$2 million Aggregate

The exposures to be covered under Technology Errors & Omissions insurance should include, but not be limited to the following: Consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, data processing and management, training, staffing or other support services, any electronic equipment, computer software developed, manufactured, distributed, licensed, marketed or sold.

The Technology Errors & Omissions insurance shall be issued on a claims-made policy form. The Contractor shall purchase at its sole cost and expense extended Discovery Clause coverage of up to three (3) years after the work is completed if coverage is cancelled or not renewed.

### **If applicable –**

## **AVIATION COVERAGE (Aircraft Third Party, Property Damage & Passenger Legal Liability)**

The Contractor if providing any type of aviation services, including but not limited to the use of drones, shall provide aviation coverage including war liability.

### Limits

\$ 1 million      Per Claim or Occurrence  
\$ 1 million      Aggregate

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT  
PURCHASING DIVISION  
REQUEST FOR PROPOSAL 1484**  
**Temporary Staffing Services – Information Technology Department**

**PART 2 of 4 PARTS  
Technical Specifications / Scope of Work**

**Submittal of Questions:  
See Paragraph 2.4, Terms & Conditions**

**Addenda:  
See Paragraph 2.11, Terms & Conditions**

Bids MUST be received in the  
PURCHASING DIVISION  
The Metropolitan St. Louis Sewer District  
2350 Market Street  
St. Louis, MO 63103-2555  
**No Later Than: 11:00 AM CST, January 21, 2026**

**IMPORTANT NOTICE**  
Please visit our website:  
[www.msdprojectclear.org](http://www.msdprojectclear.org), click on the “DOING BUSINESS WITH US”  
link, (View Non-Capital Bids (Goods & Services), to register & view bid  
opportunities online.

Van Griffin  
Purchasing Agent  
Phone: 314.768.6269  
E-mail: [jgriffin@stlmsd.com](mailto:jgriffin@stlmsd.com)

*Published: December 10, 2025*

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT**  
**Request for Proposal 1484**  
**Temporary Staffing Services – Information Technology Department**

**BIDDER INSTRUCTIONS**

1. As part of any Proposal submission, include the following elements as it applies:
  - a. Part 2 of 4 Parts: Technical Specifications/Scope of Work
    - i. Scope of Work; Clause H. Proposer Requirements
    - ii. Utilization and Workforce Program for Professional Services found in part 2 of 3
      1. ATTACHMENT A ENGINEERING DESISGN PROFESSIONAL SERVICES DIVERSITY MULTIPLIER CALCULATION SHEET
      - iii. MSD IT MASTER SERVICE AGREEMENT
  - b. Part 3 of 4 Parts: Additional Requirements & Forms
    - i. Complete these forms and include with submission
  - c. Part 4 of 4 Parts: Bid Form
    - i. Bid Form/Rate Card
    - ii. BID FORM-SUMMARY OF TOTAL BID
      1. Acknowledgement of any Addendum can be made here.
2. Job Descriptions can be found in Appendix A of Technical Specifications/Scope of Work
3. An Excel formatted Bid Form/Rate Card can be requested from the Purchasing Department. Please contact [jgriffin@stlmsd.com](mailto:jgriffin@stlmsd.com)

# METROPOLITAN ST. LOUIS SEWER DISTRICT

## Purchasing Division

### Supplier Checklist

- **Have you completed and returned the following forms and documents:**

- |  |  |
|--|--|
| <input type="checkbox"/> Bid Form with Signature                     | <input type="checkbox"/> Escalation / De-escalation Form (If Applicable)                                       |
| <input type="checkbox"/> Copy of your Proposal                       | <input type="checkbox"/> Insurance Documents (As Applicable)   |
| <input type="checkbox"/> Reference Checklist Form                    | <input type="checkbox"/> MSDS Sheets (If Applicable)   |
| <input type="checkbox"/> Conflict of Interest Form                   | <input type="checkbox"/> Warranty, Operating Manuals, BOM etc (If Applicable)                                  |
| <input type="checkbox"/> MWBE Qualification Form                     | <input type="checkbox"/> Proof of Licenses (If Applicable)   |
| <input type="checkbox"/> MSD Forms A & B                             | <input type="checkbox"/> Bid Bond/ Cashier's Check attached to Bid. (If Applicable)                            |
| <input type="checkbox"/> Supplier Profile                            | Performance or Payment Bond  |
| <input type="checkbox"/> Copy of MWBE Certifications (If Applicable) | <input type="checkbox"/> Completed PW1000 - Certified payrolls per Prevailing Wage provisions. (If Applicable) |

- This check list is provided only as a courtesy, and the District makes no warranty that all required submittals are identified. The Bidder is responsible for checking the solicitation.

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT**  
**Request for Proposal 1484**  
**Temporary Staffing Services – Information Technology Department**

**I. THE METROPOLITAN ST. LOUIS SEWER DISTRICT -INFORMATION TECHNOLOGY DEPARTMENT**

The Metropolitan St. Louis Sewer District (MSD) was created in 1954 to provide a metropolitan-wide sewer system to serve the City of St. Louis and most of the more heavily populated areas of St. Louis County. Before MSD's creation, the City of St. Louis, various municipalities, and private sewer companies provided sewer service that primarily included only collecting and transporting sewage from small geographic areas to nearby rivers and streams with little or no treatment. Most of the municipalities or private sewer companies serving the area did not have the jurisdictional authority or financial resources needed to eliminate health hazards from untreated sewage. MSD's service area now encompasses 520 square miles including all 66 square miles of the City of St. Louis and 454 square miles of St. Louis County. The current population served by the District is approximately 1.3 million representing more than 426,000 accounts.

MSD's Information Technology (IT) Department consists of three (3) divisions: Service Delivery Infrastructure, Operations and Business Technology. In addition to full-time employee staff, the IT department utilizes temporary contracted staff to support large enterprise application and infrastructure projects. Temporary contracted staff is also utilized to fill open employee positions with potential for hire after six months.

For calendar year 2025, the IT Department budgeted \$1.25 million for temporary staffing. Future fiscal year annual spend is expected to be consistent with FY25; however, the amount could vary upward or downward depending on project needs.

**II. PROJECT**

MSD invites qualified outsourcing and temporary staffing agencies to be a part of a contract servicing its Information Technology, Business Technology Division with temporary staffing needs.

Based on qualifications, experience servicing similar organizations, and cost, MSD will select one or multiple temporary staffing agencies to be a part of this contract for the period of one year with an option to renew this contract on an annual basis for three (3) additional one-year terms.

MSD reserves the right to competitively procure temporary services elsewhere if the job classification for temporary workers is not specified in this RFP or MSD determines that the temporary workers available under this Contract may not meet a desired skill set or special requirement.

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT**  
**Request for Proposal 1484**  
**Temporary Staffing Services – Information Technology Department**

**III. SCOPE OF SERVICES**

- A. A Request for Temporary Staffing with information regarding the work assignment and the schedule for the desired temporary worker shall be provided by MSD's I.T. Department to the Temporary Staffing Agency(s).
- B. The Staffing Agency(s) shall notify MSD preferably within a minimum of one business day, and not to exceed two business days if it is able to provide the requested temporary worker.
- C. Multiple candidates can be provided by the same agency.
- D. The Staffing Agency(s) shall maintain trained staff to provide support services to their temporary employees.
- E. The Staffing Agency(s) shall provide acceptable qualified and skilled temporary workers to MSD.
- F. The Staffing Agency(s) shall provide its replacement policy for replacing unacceptable temporary workers with its proposal.
- G. The Staffing Agency(s) shall provide replacement worker(s) candidates within two (2) working days after notification from MSD or when the Staffing Agency(s) has determined a replacement is necessary.
- H. The Staffing Agency(s) shall screen and interview temporary workers to identify skills, experience, and availability to work at MSD prior to responding to the MSD Request.
- I. Before assigning a temporary worker to MSD, the Staffing Agency(s) shall provide testing for skills and knowledge such as computer-based skills test and other job-related assessments as defined by MSD.

**IV. GENERAL CONDITIONS**

- A. Subcontracting
  - 1. Sub-contracting is not allowed unless the Staffing Agency(s) receive prior approval from MSD.
- B. Contract Monitoring

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT**  
**Request for Proposal 1484**  
**Temporary Staffing Services – Information Technology Department**

1. MSD has the right to review the work being performed by the Staffing Agency(s) under this Contract. Review, checking, approval, or other actions by MSD will not relieve the Staffing Agency(s) of the responsibility for the quality of the services to be provided in the Contract.

**C. Account Representation**

1. The scope of this Contract is such that it is possible that several requests for temporary services may be processed at any one time.
2. The Staffing Agency(s) shall have sufficiently trained temporary workers available to handle requests in a timely manner as required in this solicitation.

**D. Labor and Wage Requirements**

1. The Staffing Agency(s) shall be responsible for the payment of all salaries, wages, bonuses, Social Security, Worker's Compensation, taxes, Federal and State Unemployment Insurance, and all taxes relating to the personnel furnished under this Contract. The Staffing Agency(s) shall be responsible for withholding State, Federal, and Local Income Taxes as well as F.I.C.A. Taxes and shall comply with all other laws relating to employees, such as wage and hour laws, safety and health requirements, benefits, and collective bargaining laws.
2. The Staffing Agency(s) shall comply with the Immigration Reform and Control Act of 1986 (IRCA), which requires all individuals hired after November 6, 1986, to provide their employers with proof of citizenship or authorization to work in the United States. The Staffing Agency(s), not MSD, are the "employers" of their temporary workers and as such shall be responsible for compliance with this law.

**3. Minimum Wages**

- a. The Staffing Agency(s) shall pay their temporary workers performing the work under this Contract not less than the minimum wage set by the U.S. Department of Labor for the applicable job classification in effect at the time of work performance. The Proposer shall state on the RFP Price Proposal Form the billable rate to MSD and shall include the hourly rate to be paid to the temporary worker for each job classification listed and the markup applied to the hourly rate.
- b. Temporary workers furnished by the Staffing Agency(s) shall not be entitled to participate in any plans or benefits offered to MSD employees.

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT**  
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**Temporary Staffing Services – Information Technology Department**

**4. Hourly Bill Rate**

- a. The Staffing Agency(s) shall submit an hourly rate for each job classification proposed based on a 37.5-hour work week. The hourly rates shall remain firm for 12 months and shall include all costs.
- b. The hourly rate specified for the purpose of this RFP shall be the billable rate to be paid to the Staffing Agency(s) and shall include the hourly rate paid to the temporary worker.
- c. No increase in the billable rate shall be permitted during the initial 12-month period of the temporary worker's assignment.
- d. The rate may change during an assignment if the responsibilities assigned to the position have been changed such that a different job classification, as specified in the RFP, is more appropriate for the assignment. Such a change is only acceptable if MSD has also approved the job classification change and agreed to the change in writing via a change order.
- e. Other rate adjustments to this Contract may be requested once a year at the time of renewal only and will be approved via a change order.

**5. Overtime & Bonuses**

- a. The Staffing Agency (s) shall pay overtime in accordance with Federal law.
- b. Payment for any overtime hours worked by temporary workers without prior MSD approval shall be the responsibility of the Staffing Agency(s). MSD will not provide compensation for temporary workers used in violation of this provision.
- c. Time and one-half the regular hourly rate shall be paid by the Staffing Agency(s) for hours more than 40 hours per week in accordance with the Fair Labor Standards Act (FLSA).
- d. Any overtime shall be approved by the MSD supervisor/manager of the department in which the temporary employee is assigned.
- e. MSD is not responsible for bonuses or other payment enhancements for the temporary workers.

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**Temporary Staffing Services – Information Technology Department**

**V. GENERAL SPECIFICATIONS**

**A. Qualifications of the Staffing Agency(s) for Temporary Workers**

1. The job descriptions (See Appendix A) used to describe the work to be performed by the temporary worker designate an acceptable minimum level of requirements for the temporary personnel.
2. MSD reserves the right to make periodic adjustments to the job descriptions, including adding special requirements, licenses, and certifications as necessary. Should those changes be substantial, MSD will consider a change in the hourly rates.
3. MSD reserves the right to add additional job descriptions and positions to satisfy the requirements of the Information Technology Department.
4. MSD may require an interview process for certain temporary staffing candidates.
5. Resumes
  - a. Resumes or equivalent documents may be required for temporary personnel positions before the date of the interview and shall be provided to MSD. This requirement shall be determined by the MSD department manager requesting the temporary position.
6. Testing and Training Skills & Orientation
  - a. Temporary workers provided by the Staffing Agency(s) shall have the necessary skills to meet the job requirements.
  - b. The Staffing Agency(s) shall be responsible for worker conduct at MSD and shall provide an orientation program, including a handout to introduce the temporary workers to MSD's workplace, at the Staffing Agency's expense to ensure that such conduct is appropriate.
  - c. The orientation program shall include information regarding worker conduct at MSD, appropriate dress code, and respective expectations of MSD and the Staffing Agency(s).
  - d. Training/orientation shall contain, but not be limited to, such policies relating to Equal Employment Opportunity, Workplace Harassment, Sexual Harassment Prevention, Disability & Reasonable Accommodation, Dress Code and Personal Appearance, and Substance Abuse.

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- e. The temporary workers shall abide by MSD's policies and sign and acknowledge that they will do so.

**7. Background Checks/Investigations**

- a. The Staffing Agencies that will be included in MSD's pool of authorized Staffing Agencies must certify that they conduct comprehensive references and background checks. More in-depth background checks may be required for sensitive positions as designated by MSD that handle confidential or sensitive data.
- b. At a minimum, a criminal records check, education, and employment records check shall be conducted for all temporary personnel assigned to sensitive positions at MSD or as otherwise requested by MSD. The expense for this minimal background investigation shall be included in the Proposers' position hourly rates.
- c. MSD reserves the right to do its own background check(s) if it deems it necessary.

**8. Identification Badges, Uniforms and Dress Code**

- a. MSD will provide one identification badge for each temporary worker. The badge shall be returned to MSD immediately upon termination of the work.
- b. The Staffing Agency(s) shall ensure that temporary workers have turned in all MSD-issued property upon termination of the work.

**B. Job Assignment Requests**

1. The Staffing Agency(s) shall only fill requests that are described in this RFP, Contract or any amendments to the Contract that have been approved by MSD. Any new positions shall be approved by MSD in writing via its Purchasing Department.
2. If the Information Technology Division requests the Staffing Agency to provide a temporary worker not listed on the Contract, MSD's Purchasing Department shall be notified so that the need may be addressed.
3. The Staffing Agency(s) shall be responsible for monitoring the worked hours and ensuring they are not exceeded without prior authorization by MSD.
4. Unsatisfactory Temporary Workers
  - a. The Staffing Agency(s) shall waive all charges for temporary workers who report to work and are deemed unsatisfactory within the first four (4) hours.

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- b. Repeated failure to provide qualified temporary workers in a timely manner or other unsatisfactory performance will be cause to terminate the Contract.
5. Customer Satisfaction
- a. Customer satisfaction is an important part of this Contract. The Staffing Agency(s) shall monitor and report to MSD any problems that may arise.
- C. Working Hours and Conditions
- 1. MSD will specify the time for the temporary worker's arrival and departure from the workstation.
  - 2. Temporary workers shall not be paid for time spent applying and testing/interviewing for MSD jobs or for any other time not actually spent in productive work for MSD.
  - 3. Temporary workers shall receive two 15-minute breaks and a one-hour lunch period at times determined by MSD.
  - 4. The Staffing Agency(s) shall be responsible for abiding by all labor and EEO laws. Payment for any hours worked in violation of the labor laws will be the sole responsibility of the Staffing Agency(s). MSD will not provide compensation to the Staffing Agency for temporary help used in violation of the labor laws.
  - 5. Work shall be performed onsite at 2350 Market Street, St. Louis, MO 63103, or other work locations in cases of special meetings or MSD events. After the first two weeks, options to work one or two days (weekly) remotely - may be made available. Working hours are usually 8:00 a.m. to 4:30 p.m., Monday through Friday. The normal working hours per week are 37.5. Working hours/temporary staffing schedule may sometimes vary from the above.
  - 6. Temporary workers may not exceed seven and one-half (7.5) hours a day or 37.5 hours per week, unless approved by MSD.
  - 7. MSD will specify a time for the temporary worker's arrival at the job location. Time shall start upon the temporary worker's arrival at the job location and shall end upon leaving the job location.
- D. Transportation and Parking

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1. The Staffing Agency(s) and their temporary workers shall be responsible for providing transportation as necessary to and from the specified MSD job locations.
2. MSD is not responsible for any basic transportation or parking expenses. No additional charges for transportation or out of pocket expense shall be charged to MSD unless approved in advance by MSD.

**E. Hiring of Staffing Agency(s) Temporary Workers**

1. If MSD hires any of Staffing Agency(s) temporary workers as its own employees, the Staffing Agency(s) shall waive any rights to any penalty or fee that the Staffing Agency(s) might seek because of the hiring action under the following two (2) circumstances:
  - a. The temporary worker is hired by MSD after being on the assignment with MSD for a six-month period.
  - b. The temporary worker subsequently applies for and is hired using MSD's normal recruitment procedure.

**F. Invoicing**

1. Contractors shall submit timecards to their assigned MSD manager twice per month for approval using the MSD standard template.
2. Invoices shall be submitted timely and to the MSD Accounts Payable Department. Invoices shall be payable within 30 days of receipt by the MSD Accounts Payable Department.
3. All invoices shall show the breakdown of hours worked for each individual temporary worker, the week beginning and ending, the job classification, the hourly rate and its extension, the area in MSD's Finance Department to which the services are being provided, the person requesting the services, and the complete name of the temporary worker.
4. Invoices shall include signed copies of timecards, which shall be legible and properly approved by the MSD department head.
5. Reimbursement for Improper Charges, etc.
  - a. The Staffing Agency(s) shall reimburse MSD for any improper charges, which may result from fraudulent timecards prepared by the temporary worker.

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- b. Improper charges shall include, but is not limited to, unauthorized long-distance calls, incorrect timecards, improper rate charges, etc.

**G. Price Adjustments**

- 1. All prices offered herein shall be firm against any adjustment for the initial year of the contract period. Thereafter, prices shall be firm for one (1) year from the effective date of the Contract renewal.
- 2. Prior to commencement of subsequent renewal terms, MSD will entertain a request for price adjustments up to the Consumer Price Index in place exactly 60 days prior to the renewal date. The Staffing Agency(s) shall request all price adjustments in writing at least 60 days prior to the renewal date.
- 3. For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-St. Louis, MO, Not Seasonally Adjusted (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 4. MSD reserves the right to accept, reject, or modify the request for a price adjustment. If MSD approves a price adjustment, the price shall remain firm for the renewal term for which it was requested.

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT**  
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**H. Proposer Requirements**

1. Proposers shall meet the requirements below to be considered for an award of this Contract. Proposers shall submit this information along with their RFP response. Failure to include the required documents or an incomplete documentation may be cause for rejection of the Proposal.
2. Business Experience
  - a. The proposer shall describe their approach to meeting MSD's needs for first-rate and reliable candidates, at the lowest possible cost, including the monitoring and management of work assignments.
  - b. The Proposer shall provide evidence or summary information indicating number of customers and staff placements in the St. Louis area for a period of five (5) years or more to be considered.
3. Branch Office Location Requirement
  - a. The Proposer shall have at least one (1) branch office located within - the City of St. Louis, MO, St. Louis County, MO. or St. Louis Metropolitan area.
  - b. Proposer shall state location and hours of the branch office that will be servicing MSD.
4. References
  - a. The Proposer shall have at least three (3) professional letters of references that confirm successful performance of contracts similar in nature and volume to this RFP within the past three (3) years in the St. Louis area to assess the background, experience, and stability of the firm. No more than one reference shall be from the same contract.
  - b. Proposer shall have (1-3) professional letters of reference that confirm successful performance in nature and volume to this RFP from government agencies who shall attest to the Proposer's ability to successfully provide the services and skills requested.
  - c. References shall be current (or within the last three (3) years) and identify clients for whom similar services and skills have been provided. The name of each referenced firm, a description of the services provided, the term of the contract, the estimated yearly dollar value, a person to contact from the firm, and a current contact telephone number is required with the RFP Response.

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5. Review and signature approval of the MSD Master Service Agreement is required as part of any contract for bid services with the MSD Information Technology Department. (See Attachment A.)
6. Primary Contact Information
  - a. The Proposer shall assign at least one (1) contact person to be responsible for the Contract. This contact person and the contact information shall be provided in the RFP Response.
7. Rate Card
  - a. The proposer shall provide billable hourly rates for the included positions. This will be used to compare proposers. Rates provided on this form will be in effect for the term of the contract.  
An Excel version of Rate Card/Bid Form is available upon request from Purchasing Department [jgriffin@stlmsd.com](mailto:jgriffin@stlmsd.com).  
Include a copy of the completed Rate Card/Bid Form with your company's proposal.

Ref #	Position Title	Billable Hourly Rate Exp level 1-3 years	Billable Hourly Rate Exp level 4-7 years	Billable Hourly Rate Exp level 8+ years
1	Oracle Cloud Business Intelligence, Database Analyst, and Application Administrator			
2	Senior Business Intelligence (BI) WEBI and Tableau Developer and System Administrator			
3	Robotic Process Automation – RPA Developer			
4	Developer Maximo Application Suite - MAS			
5	SharePoint Programmer Analyst			
6	Developer Oracle Fusion – Financial, Procurement, Projects			
7	Developer Oracle Fusion -HCM			
8	Developer ArcGIS Application Suite			

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Ref #	Position Title	Billable Hourly Rate Exp level 1-3 years	Billable Hourly Rate Exp level 4-7 years	Billable Hourly Rate Exp level 8+ years
9	<b>Programmer Analyst-Application Administrator</b>			
10	<b>Project Manager</b>			
11	<b>Scrum Master</b>			
12	<b>Database Analyst</b>			
13	<b>Business Intelligence Developer</b>			
14	<b>User Interface/User Experience Front-End Developer</b>			
15	<b>Back-End and Application Programming Interface Developer</b>			

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I. Evaluation Criteria

Criteria	Weighted Average
Experience in providing skilled temporary staff for positions included in this RFP.	35%
Experience in providing temporary staffing with other state agencies, Local Government, Utilities or authorities (H.4.a.)	25%
Competitiveness of Rate Card	40%

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Additional information:

1. Mandated Paid Time off or vacation.
  - a. MSD does not offer paid time off for contractors. Schedules are based on a 7.5 hour workday/37.5 hour workweek.
  - b. Contractors typically follow MSD's holiday schedule unless assigned to a project that requires work on those days.
2. MSD Observed holidays 2026:

HOLIDAY	OBERVANCE	SCHEDULE FOR 2026
New Year's Day	January 1	Thursday January 1
Martin Luther King Day	Third Monday in January	Monday, January 19
President's Day	Third Monday in February	Monday, February 16
Memorial Day	Last Monday in May	Monday, May 25
Juneteenth Day	June 19	Friday, June 19
Independence Day	July 4	Friday, July 3
Labor Day	First Monday in September	Monday, September 7
Veteran's Day	November 11	November 11
Thanksgiving Day	As designated	Thursday, November 26
Thanksgiving Friday	Friday after Thanksgiving	Friday, November 27
Christmas Day	December 25	Friday, December 25

3. Sample resumes do not need to be submitted with the proposal. The positions in the RFP are the positions that will be hired for on an as needed basis. When MSD determines a need, the respective manager will request resumes from the successful proposer who will then submit available qualified candidates by the communicated deadline.
4. Tentative start date is To be determined.
5. A bid or security bond is not required for this RFP.
6. As it pertains to whether, the summary of customers and staff placements in the St. Louis area include specific roles, industries, or case studies from the last five years.
  - a. Yes, MSD would like to see demonstration of the proposers ability to adequately fill the positions with local talent.
7. This is a new RFP.
8. No, there is no diversity spend goal for the referenced project. However, any voluntary M/WBE participation submitted in response to the RFP will become a requirement under the final contract.

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**Appendix A - Job Descriptions**

**1. Oracle Cloud Business Intelligence, Database Analyst, and Application Administrator**

The Senior Oracle Cloud Business Intelligence, Database Analyst, and Application Administrator is responsible for designing, implementing, and maintaining Oracle-based data, application, and business intelligence systems that support mission-critical operations across the organization.

This role serves as the technical lead for Oracle Cloud Infrastructure (OCI), Oracle Analytics, and enterprise database environments—ensuring performance, availability, and data integrity for financial, operational, and compliance systems. The position requires strong expertise across Oracle BI, database engineering, and application administration, combined with a strategic mindset to support modernization, automation, and digital transformation initiatives.

**Key Responsibilities**

**1. Oracle Cloud and Business Intelligence (BI) Administration**

- Design, configure, and maintain Oracle Analytics Cloud (OAC), Oracle BI Enterprise Edition (OBIEE), and Oracle Data Visualization environments.
- Develop interactive dashboards, reports, and KPIs to support executive decision-making and operational efficiency.
- Integrate BI tools with Oracle Cloud ERP, EPM, HCM, and other enterprise data sources.
- Optimize data models and metadata repositories (RPD) to ensure efficient query performance and scalability.
- Manage data pipelines, ETL processes, and data refresh schedules for BI workloads.
- Collaborate with business users to define analytics requirements and deliver intuitive reporting solutions aligned with organizational goals.

**2. Database Analysis and Administration**

- Administer Oracle databases (on-prem and cloud) including installation, configuration, tuning, and upgrades.
- Monitor database performance, availability, and capacity using tools like Oracle Enterprise Manager (OEM) and AWR reports.
- Implement and manage RAC, Data Guard, and RMAN backup and recovery solutions.
- Design and optimize complex SQL and PL/SQL queries, stored procedures, and data models.
- Ensure database environments meet security, compliance, and audit standards.
- Collaborate with developers to optimize queries, manage schema changes, and maintain application data integrity.

**3. Application Administration and Integration**

- Manage and support Oracle application environments (E-Business Suite, Fusion Cloud Apps, or equivalent).
- Oversee application patching, cloning, upgrades, and performance tuning.

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- Configure application servers (WebLogic, Fusion Middleware) and manage integrations across ERP, BI, and other enterprise systems.
- Support custom application development and integration using REST APIs, SQL, and automation scripts.
- Troubleshoot functional and technical issues across database and application layers to minimize downtime.
- Oversee and assure the quality of external managed services organizations scope of work.

**4. Cloud Infrastructure and Automation**

- Design and administer Oracle Cloud Infrastructure (OCI) resources—compute, networking, storage, and identity management.
- Implement cloud automation and Infrastructure-as-Code using Terraform, Ansible, or OCI Resource Manager.
- Monitor and optimize OCI cost, performance, and utilization metrics.
- Support hybrid integrations between on-prem and cloud-based systems.
- Contribute to cloud strategy, migration planning, and modernization initiatives.

**5. Governance, Security, and Compliance**

- Enforce data governance, access control, and audit policies for Oracle applications and databases.
- Ensure compliance with public-sector regulations, SOX, and data retention policies.
- Maintain system documentation, architecture diagrams, and operational runbooks.
- Collaborate with cybersecurity and compliance teams to ensure secure data operations and reporting.

**6. User Support and Collaboration**

- Provide Tier 2/3 support for BI, database, and application issues.
- Train end-users and analysts on Oracle BI tools and reporting standards.
- Serve as a liaison between IT, business stakeholders, and external vendors for Oracle system initiatives.
- Lead technical components of projects, mentoring junior analysts and administrators.

**Qualifications**

**Education & Experience**

- Bachelor's degree in Computer Science, Information Systems, or a related field.
- 8+ years of experience with Oracle databases and application administration.
- 5+ years of experience in Oracle BI development and administration (OBIEE, OAC, or similar).
- 3+ years of experience with Oracle Cloud Infrastructure (OCI) or hybrid Oracle environments.
- Prior experience in a public-sector, utilities, or regulated industry preferred.

**Technical Skills**

- Proficiency in Oracle on-premises and cloud Database (19c/21c), PL/SQL, and performance tuning.
- Hands-on experience with Oracle Analytics Cloud (OAC), OBIEE, and Data Visualization.
- Strong knowledge of Oracle Cloud Infrastructure (OCI) architecture and IAM.

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- Experience with WebLogic Server, Fusion Middleware, and Oracle E-Business Suite administration.
- Familiarity with ETL processes, data warehouse design, and reporting automation.
- Scripting experience (Python, Shell, or PowerShell) for automation and monitoring.
- Working knowledge of Linux/Unix system administration.

**Certifications (Preferred)**

- Oracle Cloud Infrastructure Architect Associate/Professional.
- Oracle Analytics Cloud Professional.
- Oracle Database Administrator Certified Professional (OCP).
- ITIL Foundation or equivalent service management certification.

**Soft Skills**

- Strong analytical and troubleshooting abilities across data, application, and infrastructure domains.
- Excellent communication and collaboration skills across IT and business teams.
- Ability to manage multiple complex projects and priorities.
- Strong documentation and process improvement mindset.
- Commitment to security, reliability, and continuous service improvement.
- Effectively collaborates with Cloud Infrastructure, Security, ERP, Finance, and Business Analytics teams

**Performance Indicators**

- Availability and performance of Oracle systems and BI environments.
- Accuracy, timeliness, and usability of dashboards and reports.
- Compliance with security and audit standards.
- Reduction in manual processes through automation.
- Successful implementation of Oracle Cloud and BI modernization initiatives.

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**2. Business Intelligence (BI) WEBI and Tableau Developer and System Administrator**

The Senior Business Intelligence (BI) WEBI and Tableau Developer and Administrator is responsible for developing, managing, and supporting enterprise-level business intelligence solutions that empower data-driven decision-making across the organization.

This role plays a critical part in maintaining and advancing the utility's BI ecosystem—leveraging SAP BusinessObjects (WEBI) and Tableau platforms to deliver reliable, secure, and insightful analytics that support operations, compliance, asset management, financial performance, and customer service objectives.

The ideal candidate combines strong technical acumen with an understanding of public-sector operations, data governance, and transparency requirements.

**Key Responsibilities**

**1. BI Design, Development, and Reporting**

- Design, build, and maintain WEBI reports and Tableau dashboards to support operational, financial, and compliance reporting across departments (e.g., Engineering, Finance, Operations, HR).
- Translate business and regulatory requirements into actionable data visualizations and performance dashboards.
- Develop and optimize universes, data models, and queries across multiple enterprise data sources (Oracle, SQL Server, SAP, GIS systems, and asset management tools).
- Create self-service reporting frameworks that enable departments to access timely insights while maintaining data integrity.
- Develop automated data refresh, scheduling, and delivery processes to streamline reporting cycles.

**2. Platform Administration and Support**

- Serve as the primary system administrator for SAP BusinessObjects (BOBJ) and Tableau Server environments.
- Manage user accounts, roles, and permissions in compliance with internal access control policies and audit requirements.
- Monitor and maintain system performance, reliability, and uptime for BI platforms.
- Apply patches, upgrades, and configuration updates while ensuring minimal disruption to users.
- Coordinate with infrastructure teams to maintain backup, disaster recovery, and cybersecurity readiness.
- Oversee and assure the quality of external managed services organizations scope of work.

**3. Data Governance and Compliance**

- Enforce BI governance, metadata management, and data quality standards across the organization.
- Ensure compliance with federal, state, and local data retention, accessibility, and transparency regulations (e.g., public records compliance, audit standards).
- Collaborate with IT Security and Compliance teams to implement secure data sharing and reporting practices.

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- Document report logic, data lineage, and governance procedures for audit readiness and operational continuity.
4. Collaboration and User Enablement
- Partner with business leaders, analysts, and engineers to define key performance indicators (KPIs) and service-level metrics.
  - Support operational teams by developing reports for areas such as infrastructure maintenance, work order management, environmental compliance, and asset lifecycle tracking.
  - Provide Tier 2/3 support for BI tools and troubleshoot user issues.
  - Conduct user training sessions and workshops to promote self-service analytics and data literacy across the organization.
5. Innovation and Continuous Improvement
- Evaluate and recommend new BI tools, features, and cloud integrations to modernize reporting capabilities.
  - Drive automation initiatives to reduce manual reporting and improve efficiency.
  - Participate in BI roadmap development and modernization efforts aligned with the organization's digital transformation and sustainability goals.
  - Support integration of BI with enterprise systems such as ERP, GIS, and asset management tools (e.g., SAP, Cityworks, Maximo).

#### Qualifications

##### Education & Experience

- Bachelor's degree in Computer Science, Information Systems, Data Analytics, or a related discipline.
- 7+ years of experience in Business Intelligence development and administration.
- 5+ years working with SAP BusinessObjects (WEBI).
- 3+ years of experience in Tableau Desktop and Tableau Server administration.
- Experience in public-sector, utilities, or regulated environments is strongly preferred.

##### Technical Skills

- Proficiency with SAP BusinessObjects tools (WEBI, Universe Designer, Information Design Tool).
- Advanced skills in Tableau Desktop, Tableau Server, and Tableau Prep.
- Strong SQL and data modeling skills (SQL Server, Oracle, or similar).
- Familiarity with data warehouse architectures, ETL processes, and data governance frameworks.
- Experience integrating BI tools with ERP, GIS, and work management systems.
- Scripting and automation skills (PowerShell, Python, or Shell).
- Understanding of Active Directory, SSO, and LDAP integration for user authentication.
- Experience with other BI systems, such as Power BI, Oracle Analytics Cloud a plus.

##### Certifications (Preferred)

- Tableau Certified Associate or Professional.
- SAP Certified Application Associate – BusinessObjects Web Intelligence.
- ITIL Foundation or CompTIA Security+ (for operational readiness and change management compliance).

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**Soft Skills**

- Strong analytical, problem-solving, and critical-thinking skills.
- Excellent communication and collaboration abilities with technical and non-technical audiences.
- Ability to work in a structured, compliance-driven environment while fostering innovation.
- High attention to detail with a focus on accuracy, documentation, and data integrity.
- Leadership and mentoring capabilities to support junior developers and business users.
- Effectively collaborates with IT Infrastructure, Database Administrators, Finance, Engineering, and Operations teams.

**Performance Indicators**

- Accuracy, reliability, and timeliness of reports and dashboards.
- BI platform uptime and performance.
- Adoption of BI tools and user satisfaction levels.
- Compliance with audit and data governance standards.
- Successful implementation of BI modernization and automation initiatives.

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**3. Developer Robotic Process Automation – RPA**

An RPA UiPath Developer is responsible for designing, developing, and implementing automated processes using the [UiPath](#) platform. Key duties include analyzing business processes to find automation opportunities, creating and testing workflows, configuring and maintaining bots, and collaborating with stakeholders to ensure successful implementation and efficiency. The role requires proficiency with UiPath tools and often involves programming languages like VB.NET or C#.

**Key responsibilities**

- **Design and development:** Create, test, and implement automated workflows using the UiPath platform, such as UiPath Studio.
- **Process analysis:** Collaborate with business analysts and stakeholders to identify and analyze business processes that can be automated to improve efficiency.
- **Testing and troubleshooting:** Perform testing and debugging on automation scripts to ensure they are efficient, reliable, and error-free.
- **Bot configuration and maintenance:** Configure and manage both attended and unattended bots, monitor their performance, and perform ongoing maintenance.
- **Documentation:** Create detailed documentation for developed processes and procedures.
- **Support:** Provide support and training to end-users on the implemented automation solutions.
- **Integration:** Integrate RPA solutions with existing systems to ensure seamless data flow and communication.

**Required skills and qualifications**

- Proficiency in UiPath tools, including UiPath Studio and Orchestrator.
- Knowledge of programming languages, such as VB.NET or C#.
- Strong analytical and problem-solving skills.
- Ability to collaborate with both technical and non-technical team members.
- Familiarity with RPA best practices and concepts.
- Understanding of agile methodologies can be a plus.

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**4. Developer Maximo Application Suite - MAS**

An IBM Maximo Application Suite Developer designs, develops, and supports application solutions using the Maximo platform by participating in the full software development lifecycle, from requirements gathering to deployment and support. Key responsibilities include configuring and customizing applications, creating workflows, developing integrations with other enterprise systems, and writing automation scripts, often using technologies like Java, Python, and REST/SOAP web services.

**Responsibilities**

- **Design and development:** Design, develop, and test Maximo applications to meet user requirements.
- **Configuration and customization:** Configure and enhance Maximo applications by customizing MBOs, using Application Designer, Workflow Designer, and developing BIRT reports.
- **Integrations:** Develop and maintain interfaces to integrate with other enterprise applications (e.g., Oracle, SAP) using frameworks like the Maximo Integration Framework (MIF) and web services (REST/SOAP).
- **Scripting and automation:** Write and implement automation scripts, often in Python, for tasks such as workflows, cron tasks, and data manipulation.
- **Support and maintenance:** Provide production support, troubleshoot issues, and resolve defects across the application, interfaces, and workflows.
- **Documentation:** Create and maintain technical documentation, including design documents and troubleshooting guides.
- **Collaboration:** Work with cross-functional teams, including business analysts, project managers, and other developers, to translate business needs into technical solutions.
- **Deployment:** Participate in the deployment of applications in local, staging, and production environments.

**Required qualifications**

- **Experience:** 5+ years of experience as a technical/functional resource for IBM Maximo EAM and configuration/support.
- **Maximo tools:** Experience with core Maximo tools such as Workflow Designer, Application Designer, Database Configuration, and Migration Manager.
- **Programming languages:** Proficiency in Java and Python.
- **Integration technologies:** Experience with web services, REST/SOAP, and the Maximo Integration Framework (MIF).
- **Software development lifecycle:** Experience in all phases of the SDLC, from requirements gathering to testing and deployment.

**Preferred qualifications**

- **Maximo certification:** Certified Maximo Deployment Professional.
- **Cloud and container experience:** Experience with Red Hat OpenShift Container Platform and Maximo Application Suite (MAS) infrastructure.

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- **Mobile development:** Experience with mobile frameworks, customizations, and developing mobile applications on platforms like iOS or Windows, including skills in React JS, HTML, and CSS.

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## **5. Sharepoint Programmer Analyst**

A SharePoint Programmer Analyst job description involves designing, developing, and maintaining SharePoint-based solutions to meet business needs, often including custom applications, workflows, and reports. Key responsibilities include analyzing user requirements, troubleshooting technical issues, providing end-user support, and collaborating with IT teams and other departments to ensure the platform is secure, performs optimally, and supports business objectives.

### **Core responsibilities**

- **Solution design and development:** Create, configure, and customize SharePoint sites, applications, web parts, and workflows using various tools and technologies like SharePoint Designer, Power Apps, and Power Automate.
- **Business analysis:** Collaborate with stakeholders to understand their needs, analyze requirements, and translate them into technical specifications.
- **Technical support and maintenance:** Troubleshoot and resolve technical issues, provide support to end-users, and maintain the performance and security of the SharePoint environment.
- **System administration:** Manage site collections, implement security measures, and ensure the platform is running efficiently.
- **Project management:** Participate in all phases of the development lifecycle, from planning and testing to deployment and post-implementation support.
- **Reporting and documentation:** Develop reports, document technical features, and adhere to development standards and best practices.

### **Key skills and qualifications**

- **Technical skills:**
  - Strong knowledge of Microsoft SharePoint, including SharePoint Online and the Power Platform (Power Apps, Power Automate).
  - Proficiency in relevant programming and scripting languages, such as JavaScript, HTML, CSS, and .NET.
  - Familiarity with tools like SharePoint Designer, InfoPath, and potentially SQL or XML.
  - Experience with APIs, such as REST APIs, is often required.
- **Soft skills:**
  - Excellent analytical and problem-solving skills.
  - Strong communication and collaboration skills for working with diverse teams and clients.
  - Customer service orientation for end-user support.

### **Common technologies**

- SharePoint Designer
- Power Apps and Power Automate
- HTML, JavaScript, CSS, XML
- .NET, SQL

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## **6. Oracle Fusion Financial, Procurement, and Projects Developer**

A Developer for Oracle Fusion (Financial, Procurement, Projects) is responsible for designing, developing, and implementing solutions for Oracle's cloud applications. Key duties include gathering business requirements, configuring and customizing modules like Financials, Procurement, and Project Management, and developing integrations using tools like Oracle Integration Cloud. The role also involves testing, troubleshooting issues, providing user support, and collaborating with business and IT teams to ensure the system meets business needs.

### **Key responsibilities**

- **Gathering requirements:** Meet with stakeholders to understand and document business needs for financial, procurement, and project management processes.
- **Configuration and customization:** Configure, extend, and customize Oracle Fusion applications to meet specific business requirements. This includes setting up workflows, security, and other functionalities.
- **Integration:** Develop and maintain integrations with other corporate applications using tools like Oracle Integration Cloud (OIC).
- **Development:** Write code, such as PL/SQL, and design web services to build new functionality and enhance existing systems.
- **Testing and support:** Perform unit testing and support user acceptance testing. Troubleshoot and resolve system and process issues to ensure efficient operation.
- **Documentation:** Create and maintain clear documentation for processes, configurations, and solutions.
- **Collaboration:** Work with cross-functional teams, including Finance, Procurement, Project Management, and IT, to deliver solutions and support projects.
- **Project lifecycle management:** Participate in the full project lifecycle, from design and build through to deployment and ongoing support.

### **Key skills and experience**

- Hands-on experience with Oracle Fusion Cloud Applications, particularly in Financials, Procurement (P2P), and Project Management.
- Experience with Oracle Fusion development tools, such as Oracle ADF and Oracle BI.
- Proficiency in development languages and technologies like PL/SQL and web services.
- Strong understanding of Procure-to-Pay (P2P) processes and their integration with other ERP modules.
- Experience in configuring and implementing Oracle Cloud ERP/Financials.
- Strong problem-solving, analytical, and communication skills.
- Experience with project management methodologies and deliverables.

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**7. Oracle Human Capital Management Developer – HCM**

An Oracle Fusion Developer – HCM builds, configures, and supports the Oracle Fusion Cloud Human Capital Management suite, which integrates various HR processes like talent management, payroll, and benefits. They work with both functional and technical requirements to develop customizations, implement solutions, and ensure the system performs optimally. Key responsibilities include customizing modules, integrating with other systems, and troubleshooting issues within the HCM application.

**Key responsibilities and skills**

- **Development and customization:** Design, develop, and implement solutions using Oracle Fusion Cloud technologies. This includes creating customizations and extensions to meet specific business requirements.
- **Functional and technical expertise:** Translate business needs into technical requirements and ensure the solution is optimized for performance and efficiency.
- **System integration:** Ensure the seamless integration of Oracle Fusion HCM with other Oracle products and third-party systems.
- **Support and troubleshooting:** Provide expert-level support, troubleshoot complex functional issues, and resolve problems within the HCM application.
- **Configuration and deployment:** Configure various modules within the HCM suite and deploy the solution to meet client needs.
- **Documentation:** Document business processes, configurations, and workflows.

**What they do**

- **Work with HR processes:** Focus on modules within the Oracle Fusion HCM suite, which is a comprehensive cloud solution for all HR-related processes.
- **Contribute to innovation:** Play a role in building and maintaining the Oracle Fusion Cloud Applications Suite, which includes HCM.
- **Support the entire HR lifecycle:** Help with a wide range of HR functions, from recruiting and hiring to employee engagement and retention.

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## **8. Developer Geospatial Information System - ArcGIS**

An ArcGIS developer job involves designing, developing, and maintaining applications that use the Esri ArcGIS platform to create mapping solutions. Key responsibilities include coding with languages like Python and JavaScript, managing GIS databases, integrating GIS with other systems, and providing technical support to end-users. The role often requires analyzing spatial data, developing user interfaces, and ensuring application performance meets requirements.

### **Core responsibilities**

- **Application development:** Design, develop, and maintain web, mobile, and desktop GIS applications using ArcGIS Enterprise and other related tools.
- **Coding and scripting:** Write code in languages such as Python, JavaScript, and C# to customize ArcGIS tools and automate spatial data processes.
- **Database management:** Create, maintain, and manage GIS databases (geodatabases) and data models.
- **System integration:** Integrate GIS applications with other systems, technologies, and data sources, such as GPS, remote sensing, and other enterprise platforms.
- **Data analysis:** Analyze and interpret spatial data to create maps, reports, and other valuable information for stakeholders.
- **Testing and deployment:** Conduct system testing, quality assurance, and participate in the deployment of new applications and updates to production environments.
- **Support and maintenance:** Provide technical support, create documentation, and resolve issues for end-users of GIS applications.

### **Required skills and qualifications**

- **Education:** A bachelor's degree in Computer Science, Engineering, GIS, or a related field is often preferred, but equivalent experience is also valuable.
- **Technical skills:** Proficiency with Esri products like ArcGIS Enterprise, ArcGIS Online, ArcGIS Pro, and related APIs (e.g., JavaScript API) is essential.
- **Programming languages:** Strong coding skills in languages such as Python, JavaScript, C#, or C++ are typically required.
- **GIS knowledge:** A strong understanding of GIS principles, spatial data models, and geospatial analysis methodologies is critical.
- **Problem-solving:** The ability to research and analyze system problems, translate business requirements into technical solutions, and resolve issues is key.
- **Collaboration:** Experience working with other developers, architects, and business stakeholders in a team environment, sometimes following agile methodologies.

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**9. Programmer Analyst – Application Administrator**

**DESCRIPTION:**

**Essential Functions.**

Application Administration

Provides operational support for several small applications. Troubleshoots and resolves incidents. Makes improvements to the system based on user requests or technical requirements.

General Programming Skills

Reviews, analyzes, designs, and programs information systems including encoding, testing, debugging and documenting programs; familiar with and highly skilled in a variety of Java, .NET, or other modern programming concepts and web-based technologies, practices, and procedures; able to create advanced documentation in support of work performed including sequence diagrams, integrated test plans and test data, design and program documentation as well as implementation documentation; able to provide technical leadership and direction to less experienced programmers within work group; relies on experience and judgment to plan and accomplish goals and project tasks; utilizes a wide degree of creativity and latitude in performing work.

**Additional Responsibilities.**

- Maintains confidentiality and integrity of District records and procedures; prepares reports and updates documentation & project plans; may lead and direct the work of others; may report directly to a project leader/manager or manager; performs related work as required or as delegated by supervisor.
- After-Hours Work: This position requires availability to work after regular business hours (evenings, nights, weekends) as needed for implementing system changes, updates, and maintenance activities. These activities are crucial for minimizing disruption to business operations and ensuring system stability.
- On-Call Duty: The employee will participate in a rotational on-call schedule to provide technical support outside of regular business hours, including evenings, nights, weekends, and holidays. While on-call, the employee must be available to respond promptly to urgent issues, critical situations, and system alerts. This requires the ability to be contacted within a specified timeframe and initiate problem resolution as quickly as possible. On-call duties involve identifying, diagnosing, and resolving technical problems, including system failures, security incidents, and application bugs.

**QUALIFICATIONS:**

***Desirable Knowledge, Skills and Abilities:***

Extensive knowledge of the system development cycle, including systems analysis and design, programming (Java or .NET technologies), testing, and implementation; extensive knowledge of relational data base(s) (Oracle or SQL Server) is required; extensive knowledge of server and application administration; ability to quickly learn how to administer new applications; ability to consider and utilize new techniques and tools as part of the development cycle is important; thorough knowledge of the principles and practices of information systems including familiarity with project management principles; ability to maintain effective working

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relationships with others; ability to communicate effectively; ability to develop the appropriate documentation to support all job tasks and assignments.

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## **10. Project Manager**

**Responsibilities:**

- Lead Agile project setup and delivery using Scrum, Kanban, or SAFe methodologies.
- Manage backlog creation, sprint planning, execution, and tracking.
- Establish reporting dashboards using Jira, Azure DevOps, or equivalent tools.
- Work alongside the internal Project Manager to provide coaching and facilitate knowledge transfer.
- Ensure project delivery aligns with DCMA project objectives and MSD timelines.

**Required Skills:**

- 5 years of project management experience.
- Strong background in Agile delivery methodologies.
- Hands-on experience with Jira, Azure DevOps, or equivalent tools.
- Excellent communication and stakeholder management.

**Preferred Skills/Certifications:**

- Experience leading Agile IT projects (Scrum, Kanban, or SAFe)
- Familiarity with compliance-driven, utility-sector, or public-sector IT projects (preferred but not required)
- PMP, PMI-ACP, or SAFe certification (a plus)

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**11. Scrum Master**

**Responsibilities:**

- Facilitate Agile ceremonies, including daily stand-ups, sprint planning, reviews, and retrospectives.
- Remove impediments and foster team productivity.
- Coach team members on Agile principles and best practices.
- Encourage continuous improvement across delivery cycles.

**Required Skills:**

- 3–5 years of experience as a Scrum Master.
- Strong facilitation, problem-solving, and communication skills.
- Solid understanding of Scrum and Agile principles.

**Preferred Skills/Certifications:**

- Certified Scrum Master (CSM) or Professional Scrum Master (PSM).
- Experience supporting hybrid Agile/Waterfall transitions.

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**12. Database Analyst**

**Responsibilities:**

- Design and maintain the logical and physical database models to support MSDCARS.
- Develop and manage the project's database schema design and ER diagram, ensuring clarity of definitions and relationships.
- Develop and implement Database schemas, tables, stored procedure and functions
- Ensure data integrity, consistency, and scalability within the application.
- Collaborate with the SQL Server Database Administrator to optimize query performance and identifying bottlenecks, troubleshooting database issues.
- Partner with business and technical stakeholders to align the data model with reporting and compliance requirements.

**Required Skills:**

- 5 years of experience as a Data Architect, Data Modeler, or equivalent.
- Strong expertise in SQL Server database modeling and database design.
- Hands-on experience in DDL, DML, DQL in SQL Server database.
- Knowledge of SSRS tool will be add-on.
- Knowledge of normalization, data integrity, and relational database best practices.

**Preferred Skills/Certifications:**

- Experience in compliance or government reporting environments a plus
- Data management certifications (e.g., DAMA, CDMP) will be add-on

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**13. Business Intelligence Developer**

**Responsibilities:**

- Design and develop BI reports and dashboards.
- Collaborate with the Database Analyst and internal SME to ensure reporting accuracy and compliance.
- Translate reporting needs into technical solutions.

**Required Skills:**

- 4-6 years of BI development experience.
- Strong SQL Querying, Power BI/ SSRS, and data modeling expertise.
- Proficiency with Power BI, Tableau, or equivalent BI tools.

**Preferred Skills/Certifications:**

- Experience developing reporting solutions in compliance-driven or enterprise environments.
- Relevant certifications in Power BI or Tableau a plus.

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**14. User Interface / User Experience Front-End Developer**

**Responsibilities:**

- Design and implement user interfaces using .NET Core and modern frameworks (React, Angular, or Blazor) for web and mobile applications.
- Ensure responsive design and accessibility compliance (ADA/WCAG).
- Work with stakeholders to refine usability and interface workflows.
- Collaborate with back-end developer to integrate component like web services/ API.
- Knowledge of JSON.

**Required Skills:**

- 4-6 years of UI/UX development experience in prototyping and visual design, front-end development.
- Proficiency in HTML5, CSS3, JavaScript, and front-end frameworks (React, Angular, Blazor).
- Knowledge of accessibility standards.
- Knowledge of design tools like Sketch or Figma will be add-on.

**Preferred Skills/Certifications:**

- Demonstrated UI/UX design portfolio.
- Experience in responsive web and mobile applications.

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**15. Back-End and Application Programming Interface Developer**

**Responsibilities:**

- Develop and maintain back-end services and REST APIs using C# and .NET Core.
- Knowledge of MVC and microservice architectural pattern.
- Understanding of agile development methodologies.
- Expertise in Data structure in C#.net (List, Dictionaries, hash)
- Knowledge of integration with Oracle Fusion/OIC and other enterprise systems will be add-on
- Maintain scalability, performance, and security of APIs.
- Collaborate with internal API developer.

**Required Skills:**

- 4–6 years of back-end development experience.
- Strong .NET Core, C#.NET and API development skills.
- Strong knowledge of Data Model design and development.
- Knowledge of enterprise integration and security practices.

**Preferred Skills/Certifications**

- Knowledge of database optimization and secure data handling practices.
- Proficiency with Agile delivery tools such as Jira or Azure DevOps.
- Relevant certifications (e.g., Microsoft Azure Developer, AWS Developer Associate) a plus.



## METROPOLITAN ST. LOUIS SEWER DISTRICT BUSINESS DIVERSITY

### Utilization and Workforce Program for Professional Services

**Effective November 1, 2024**

#### **Purpose**

The purpose of the Metropolitan St. Louis Sewer District's (MSD) Business Diversity Programs is to ensure that contracts are awarded in a manner that promotes economic inclusion across all segments of its business and maximize opportunities for diverse participation. MSD will take all necessary and reasonable actions to alleviate and address any documented disparities identified by the results from its 2022 Disparity Study Update, conducted by Mason Tillman Associates, LTD. MSD promotes fair and open competition for meaningful participation of Minority and Women Business Enterprises (MBE/WBE) and for minority and women workforce participation on Professional Service projects.

#### **Procedure Guidelines**

This procedure establishes guidelines for compliance with the Business Diversity Workforce and Utilization Program on Professional Service contracts.

#### **A. MBE/WBE Participation (Professional Services)**

1. There are no established participation goals for contracted professional services. MSD encourages the participation of MBE's and WBE's in an effort to maintain and promote meaningful participation of diverse businesses and workforce across its enterprise. Therefore, all sub participation submitted on MSD Form A-2 for MBE's and WBE's to participate on a professional service contract is voluntary, however, commitments made to MBE's and WBE's during the proposal and/or negotiation process shall become a component of the final awarded contract.

**Confirmation of MBE and WBE Utilization:** To confirm the commitment of an MBE's or WBE's participation on the contract, the MSD Consultant/Vendor Verification Form must be executed/signed by both the Prime and each MBE / WBE Firm scheduled to perform work on the contract in any capacity. The form identifies the Prime's commitment to the MBE or WBE for capturing the voluntary participation on the contract. The form contains the name, address, certification type, description of work, and the dollar amount and percentage value of work to be performed on the contract. The MSD Verification Form serves as the Subs acknowledgement and notice of their intent to perform work on the contract and is a binding contract agreement with the Prime.

Commitment participation is applicable throughout the term of the contract until fulfillment of the contracted amount and initially calculated based on the total negotiated proposed cost amounts and expressed as a percentage of the total cost amounts for each MBE and/or WBE listed on MSD Form A-2. Final contract commitment attainment is evaluated and based on the final contract amounts inclusive of amended amounts throughout the term of the contract unless MSD in its sole discretion determines otherwise.

2. A Minority Business Enterprise (MBE) is defined as a certified MBE business that is at least 51% owned, operated, and controlled by one or more minorities who are citizens of the United States. "Controlled" means that the minority owner(s) must exercise actual day-to-day management of the business operations.

The minority groups that will count towards meeting goals for MBE subconsultant utilization are certified African American (Black American), Hispanic American, Asian American, Pacific Islander, American Indian, or Alaskan Native. A Women Business Enterprise (WBE) is defined as a certified WBE business that is at least 51% owned, operated, and controlled by one or more women who are citizens of the United States. “Controlled” means that the woman/women owner(s) must exercise actual day-to-day management and control of the business operations.

### 3. Acceptable MBE and WBE Certifications

MSD does not certify contractors or subcontractors. MSD accepts certifications issued by St. Louis Development Corporation (SLDC) and the State of Missouri Office of Equal Opportunity. SLDC has assumed responsibilities for City of St. Louis MBE and WBE certifications program. Responsibilities for MBE's and WBE's have transitioned from Lambert Airport to the St. Louis Development Corporation. To check or verify certifications, please use the link provided below. MSD's Diversity Programs acceptable certifications must contain a designation of MBE and/or WBE.

To be eligible for meeting goal participation M/WBE's must possess a current valid certification issued by one of the approved certifying agencies at the time of bid submission. The M/WBE's certification must identify all codes issued for areas of industry classifications that the M/WBE is certified to perform work under the North American Industry Classification System (NAICS) or all areas of industry Segment Codes by which the M/WBE is certified to perform work for the scope they are proposing to be utilized. M/WBE goal participation will only count for scopes covered by the certification the M/WBE currently possesses. The approved certification agencies are:

- a. **St. Louis Development Corporation | [sldc.gob2g.com](http://sldc.gob2g.com)**
- b. **Missouri State Office of Equal Opportunity | [apps1.mo.gov/MWBCertifiedFirms](http://apps1.mo.gov/MWBCertifiedFirms)**

*\*Note: MSD does not accept reciprocity certifications issued by any other certifying agencies.*

Both agencies maintain a directory of certified firms with name, address, phone number, email address, and the industry codes for the type of work the firm or company is certified to perform as an MBE or WBE. On active projects, M/WBE's whose original commitment was made at the time of bid and during the time the entity was properly certified, the dollar value of work performed under the contract with a certified firm after it has ceased to be certified can count toward the goal as long as the contract was executed prior to the firm becoming decertified. Project work scopes awarded after decertification (including change order work) will not be credited as work performed by a certified MBE or WBE.

### 4. Minority and Women Workforce Goals for Professional Service

The Metropolitan St. Louis Sewer District (MSD) has established a Prime local office (or Prime Project Team if there is no local office) Minority workforce goal of **31.00%** and Women workforce goal of **37.00%** on Professional Service contracts in the amount of **\$500,000** or more.

Minority categories includes male or female African American, Asian American, Hispanic American, Pacific Islander, American Indian, or Alaskan Native employed in the consultant's local office. Women is defined as a female employed in the consultant's local office.

## 5. Workforce Incentive Credits

In an effort to promote more diverse Primes Firms and diverse workforce on all Professional Service contracts, Firms have the option to complete the attached Multiplier Calculation Worksheet form to gain up to 20% credit in the evaluation process.

## B. Diversity Program Administration

Diversity Programs Division reports to the Office of the Executive Director and is responsible to manage and monitor all utilization of MBE/WBE's participating on MSD projects. All Professional Service contracts with Diversity Program requirements will be monitored to ensure compliance.

### 1. Definitions for Professional Services

**Award** shall mean that MSD has identified and selected a Firm, Consultant, or Contractor as the intended recipient for work to be performed under contract as the Prime.

**Amendment** an enforceable agreement which incorporates a change to the current contract between MSD and the Award recipient typically under mutually agreed upon terms.

**Business** shall mean any organization or enterprise engaged in commercial, private, industrial, construction or professional activities involving making, buying, and/or selling goods or services.

**Commercially Useful Function** occurs when an MBE or WBE is solely responsible for every aspect of execution of a scope of work under their own contract with responsibilities for management, performance, supervision, negotiating, hiring, ordering, installing, invoicing, and making payments without assistance.

**Compliance** refers to Firms, Consultants and/or Subconsultants conforming to the scope and requirements they have contracted to perform.

**Cone of Silence** refers to the period of time when there is a restriction on communications between the proposer, consultant, contractor and MSD staff or designated officials regarding a particular solicitation and/or its related processes outside of the communications as defined in the RFQ or RFP. This period terminates upon the following: a contract resulting from the solicitation is executed or all proposals responses to the solicitation are rejected.

**Consultant** (Firm) refers to the individual, partnership, joint venture, corporation, firm or other legal entity who performs the work under the terms of an executed MSD contract.

**Contract** refers to the agreement between MSD and Award recipient that obligates the Consultant (Contractor/Firm) to provide a scope of work, including but not limited to contracted professional services and typically involves a promise of payment under mutually agreed upon terms.

**Good Faith Efforts (GFE)** are actions taken to achieve pre and post contract requirements which, by their scope and intensity demonstrates responsiveness towards meeting or exceeding goals and/or requirements.

**Minority Business Enterprise (MBE)** is defined as a certified MBE business that is at least 51% owned, operated, and controlled by one or more minorities who are citizens of the United States. "Controlled" means that the minority owner(s) must exercise actual day-to-day management of the business operations.

**MSD** or "District" refers to The Metropolitan St. Louis Sewer District.

**MSD Diversity Reporting (MDR)** is the cloud based automated compliance and tracking software system that MSD's Primes are required to use for reporting on M/WBE utilization, workforce utilization, payments, and other requested documentation. MDR tracks progress of MBE/WBE's participation commitments, payment verifications, concurrence of payments, records site visits, etc.

**Non-Compliance** refers to failure to adhere to the requirements as stipulated in MSD's contract.

**Prime Firm or Consultant** refers to the individual, partnership, joint venture, corporation, firm or other legal entity that will perform an agreed upon scope of services while under contract with MSD.

**Proposer** shall mean any respondent, individual, company, or entity responding to any solicitation types (i.e. Request for Qualifications (RFQ), Request for Proposals (RFP), or other solicitation as determined by MSD) issued by MSD or its duly-authorized agent and that is for professional services to be provided to the District.

**Public Works** refers to a broad category of infrastructure projects, financed and constructed by government entities for recreational, employment, health, and safety uses in the greater community.

**Responsive** means the requirements for acceptance of a proposal for further consideration have been met inclusive of all required documents, acknowledgements, and signatures were submitted on or before the date and time specified, at the location specified and in the way that was requested along with any other criteria outlined by the solicitation.

**Subconsultant (Sub)** refers to the individual, partnership, joint venture, corporation, firm or other legal entity to whom the Prime or another Subconsultant intends to contract with to perform a scope of work on an MSD project as a MBE, WBE or Non-MWBE.

**Women Business Enterprise (WBE)** is defined as a certified WBE business that is at least 51% owned, operated, and controlled by one or more women who are citizens of the United States. "Controlled" means that the woman/women owner(s) must exercise actual day-to-day management and control of the business operations.

## 2. General Procedure Guidelines

- a. *Commercially Useful Function (CUF)* - The purpose of CUF requirements is to ensure that Primes perform their due diligence to utilize MBE/WBE firms that are ready, willing and able to perform the specific work for which they are qualified, certified, and authorized to perform in accordance with the terms and conditions as set forth in the contract at the time of award. Certified MBE/WBE's participating on an MSD contract, regardless of the procurement type, are required to perform a Commercially Useful Function in fulfillment of meeting goal requirements and are subject to all conditions of Diversity Program's requirements for compliance and throughout the duration of the contract.
  - i. A certified MBE/WBE performs a Commercially Useful Function when they possess the sole responsibility for execution of the full specified scope identified for the MBE/WBE at the time of the proposal, upon contract award and in performance of the contract. The MBE/WBE is responsible for but not limited to all levels of work performance, management, supervision of all aspects of the work specified, negotiating its own terms and conditions, negotiating its own pricing, determining quality, level of service, quantity, assignment of work, invoicing/billings, payment for services, materials, supplies (equipment if applicable) and control of its own workforce.

- ii. Work performed by an MBE/WBE must be consistent with industry practices and any other relevant considerations which demonstrate a necessary and useful role in the transaction (i.e. the firm's role cannot be a superfluous step added to a project in an attempt to obtain credit towards meeting MBE/WBE goal requirements.) CUF requirements also exist to prevent, to the extent possible, MBE/WBE's from being utilized as a "pass-through" or "front" for a Prime or another subconsultant. MBE/WBE's whose role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE/WBE participation is not considered as performing a Commercially Useful Function.
  - iii. MSD will evaluate whether the MBE/WBE presented to participate on the contract serves a CUF during pre-award, during performance of the contract/project and upon completion of the project. Each evaluation will follow industry best practices in determining if the MBE/WBE is performing a CUF by evaluating all relevant factors including but not limited to cost, valid certification(s) supporting the MBE/WBE's qualifications for the work being performed, work performance history, experience, relevant qualifications for the work being performed, assessment if the amount of work for goal participation credit is commensurate with the overall project requirements and in comparison to similar transactions of non-MBE/WBE's subconsultants or any other pertinent factors that would assist MSD to make a determination. If in MSD's judgment, the MBE/WBE (even if certified) does not meet the requirements of performing a CUF for the specified scope of work, the Prime's credit towards the MBE/WBE's participation listed on MSD Form A of the contract and/or listed towards meeting the stated MBE/WBE goals during performance of the contract will not be counted.
  - iv. When an MBE/WBE Firm is presumed not to be performing a CUF, the Prime or MBE/WBE may present documented evidence within 5 business days of non-CUF notification to refute this presumption. MSD Diversity will then initiate an investigation for reconsideration based on the evidence presented and make a final determination.
- b. *Cone of Silence* - Refers to the period of time when there is a restriction on communications between the proposer, consultant, subconsultants, contractor, etc. and MSD staff or its designated officials regarding a particular solicitation and/or its related processes outside of the communications as defined in the RFQ or RFP. This period terminates upon the following: 1) a contract resulting from the solicitation is executed, or 2) all proposals in response to the solicitation are rejected.
- c. *Good Faith Efforts (GFE)* –Post award GFE's demonstrates the Prime responsibility to put forth measures to meet or exceed any contracted commitments on the contract.
- i. When the contract commitments are not met and the Prime fails to submit Good Faith Efforts documentation as provided for in this guideline, Prime will be found to be non-compliant with contract requirements. The efforts employed by the Consultant are those that one could reasonably expect a Prime to take if they were actively and aggressively attempting to obtain MBE/WBE participation sufficient to meet their commitments. Efforts taken that are mere formalities or perfunctory acts shall not be considered Good Faith Efforts.
- d. *Joint Ventures (JV)* – Any Joint Venture (JV)functioning as a single business entity that will participate as a Prime MBE or WBE must be certified by one of the acceptable certifying agencies.
- e. *Mentor Protégé* - MSD welcomes opportunities for mentoring of prospective M/WBE's and may allow Mentor/Protégé agreements between certified M/WBE's and non-certified business enterprises under the following provisions:

- i. There must be a formal agreement in place between the parties which identifies the terms and conditions of the agreement. The agreement between the parties must be submitted with MSD Form A-2.
- ii. Mentor/Protégé agreements seeking M/WBE participation credit must clearly identify in detail the scopes and costs of the work to be performed by the certified M/WBE.
- iii. It is an acceptable practice that a Mentor provides coaching, oversight and guidance in performance of work to assist with progression of experience and qualifications. However, only scopes of work completed solely by the certified M/WBE which serves a Commercially Useful Function will count toward commitments to M/WBE's. Therefore, scopes involving shared tasks with any non-certified firm will not be allowed to count as M/WBE participation.
- f. *Tier Levels of Participation* - Certified MBE and WBEs may be used at any tier. This is identified on the MSD Form A-2. Any non-certified firms at any tier level will not be counted towards MBE or WBE participation.

## C. Pre-Contract Award

- 1. In an effort to promote workforce diversity on all Professional Service contracts, firms have the option to complete the Multiplier Calculation Worksheet form where a multiplier will be applied to the RFP evaluation scoring process for purposes of giving credit for diverse minority and women workforce participation.

For contracted Professional Services RFQ's or RFP's a diversity multiplier of up to 20% can be applied to the final score consisting of the following: Certified MBE and WBE Primes - 10%; ability of Prime to meet half of minority and women local office workforce goals – 5%; When Primes utilize a minimum of 25% sub-consultant participation, the local office workforce of subconsultants may be used to count towards obtaining the maximum 10% workforce multiplier that's allowed. The total multiplier credit earned will be applied to the final score.

- 2. Voluntary M/WBE participation on RFQ's or RFP's – In the evaluation of proposals for contracted Professional Services, **MSD Form A-2** is submitted to capture any voluntary participation intended to be performed on the contract. This form contains the names, proposed percentage of utilization and other pertinent information for MBE/WBE's that the proposer plans to utilize in performance of the contract. Any participation listed on MSD Form A-2 shall become contractually binding commitments upon acceptance of contract award from MSD.

A business that is certified as both MBE and WBE cannot count for participation in both categories, therefore the Prime must choose either MBE or WBE for each Firm listed. If the business is submitted as both MBE and WBE and the proposer does not designate which certification status should be applied for the business, the Diversity Program shall credit participation in such a way that maximizes participation on the contract.

- 3. Professional Services **MSD Form C**- Subconsultant/Vendor Utilization Form. This form contains the names and other pertinent information for **all** other proposed Firms (excluding those on MSD Form A-2) that the proposer plans to use in performance of the contract. MSD Form C is issued and collected after NOA.
- 4. Evaluation Procedures for Voluntary MBE/WBE Participation

- a. Diversity will initially verify if any of the following items are present:
  - i. MSD Form A-2 completed in its entirety and submitted with Proposal.
    - MSD will validate MBE's and WBE's are certified by an acceptable certification agency.
    - MSD will validate MBE's and WBE's have appropriate NAICS or Segment Certification Codes for their proposed scope(s) of work.
  - ii. Multiplier Worksheet calculations are verified for appropriate evaluation credit (if applicable).
- b. For evaluation purposes, MSD reserves the right to request written clarifications, request additional documentation for any MBE/WBE firms listed on MSD Form A-2. When clarifications are requested, this is not an opportunity to add new information or update a proposal response. Clarifications will only apply to information submitted in the original proposal response.
- c. Any MBE/WBE participation submitted in response to MSD's solicitation will be considered a component of the proposal, used in the evaluation process and shall become a contractual requirement of the final contract award that must be attained by the Prime.
- d. MSD reserves the right to exclude credit of proposed voluntary MBE/WBE participation presented. Examples of participation adjustments may include but is not limited to the following: 1) Proposer's failure to validate that the MBE/WBE is certified at the time of proposal; or 2) Proposer's failure to validate that the MBE/WBE possesses valid certification codes to perform the scope(s) identified for the MBE/WBE on MSD Form A-2. After any adjustments, the final total amount for MBE/WBE participation will be calculated as a percentage of final total cost and recorded for reporting purposes.

#### **D. Post-Award Compliance/Monitoring, and Reporting**

Upon award of a contract, the Prime is required to meet the commitment level of MBE and/or WBE participation according to the contract terms. Upon issuance of Notice of Award (NOA), the Prime will be notified of all required documentation or additional information to be submitted prior to issuance of a Notice to Proceed (NTP) and/or Purchase Order (PO). Failure to comply with submission requests can subject the Consultant to rescinding of the notice of award or termination of the contract.

1. Diversity Compliance Procedures: MSD Form A-2 contains the names and pertinent subconsultant information for all MBE's and WBE's scheduled to perform work on the project. A business that is certified as both MBE and WBE **cannot** count as participation in both categories and will be identified on the contract under the certification type in which they were initially counted on MSD Form A-2 during the proposal evaluation.
  - a. Change Order/Amendments: Goal obligations are not extended to Professional Services contracts under change orders and/or amendments. However, all originally contracted goal commitments, unless modified by change order or amendments must be met.
2. Confirmation of Subconsultant/Subcontractor Utilization: To confirm an MBE's, WBE's participation on the contract, MSD Consultant/Vendor Verification Form must be executed/signed by both the Prime and each MBE / WBE subconsultant scheduled to perform work on the contract in any capacity. The form identifies the Prime's commitment to the MBE or WBE and for capturing participation, voluntary and otherwise on the contract. The form contains the name, address, certification type, description of work for each subconsultant/subcontractor, and the dollar amount and percentage value of work to be performed

on the contract. The MSD Consultant Vendor Verification Form serves as the Sub's acknowledgement and notice of their intent to perform initial and subsequent work on the contract and is considered to be a binding agreement made with the Prime. The Consultant/Vendor Verification Form also serves as the Prime's notice to MSD of its intent to utilize the Consultant/Vendor and the agreed upon scope, initial amount and final utilization percentage based on the final contract amount.

3. Commercially Useful Function (CUF): In order to record participation of MBE's and WBE's the certified firm must perform a Commercially Useful Function on the contract. CUF reviews will be performed as a component of compliance throughout the term of the contract and during the final evaluation and contract close out process. CUF office and site visits may be conducted at any time during performance of the contract. All participants, at any level on the contract, are required to cooperate with MSD Diversity staff and other authorized representatives of MSD conducting the CUF reviews, including but not limited to the following:
  - a. Office and/or site visits to review additional documents associated with the contract. Conduct examination of third-party arrangements on the contract or conduct onsite interviews of employees without interruption to the work in progress and record such interactions into the MDR reporting system.
  - b. Request routine documentation to verify participation of MBE's and WBE's. Such documentation may include, but is not limited to, invoices, proof of payments to MBE's, WBE's and/or third parties, etc.
4. Prompt Payment: MSD is subject to compliance with Section 34.057 RSMo, Missouri's Public Prompt Payment Act. As such, as work progresses, and in accordance with Section 34.057 RSMo, MSD remits payment due to Primes within thirty calendar days. Firms are also subject to the requirements of Section 34.057 RSMo. The Prime must pay its subconsultants, subcontractors, service providers and suppliers within 15 calendar days of receipt of payment from MSD in accordance with the Prompt Payment Act.
5. Diversity Monitoring and Reporting: Throughout the contract, monthly and/or quarterly online utilization reports are required to be submitted to MSD using the online MSD Diversity Reporting System (MDR). It is mandatory that the Prime utilize MSD's Diversity Reporting System (MDR) located at the following website: [www.msddiversityreporting.com](http://www.msddiversityreporting.com) to report on all levels of subs regardless of certification status. Diversity will notify the Prime via email of the reporting requirements at the onset of the contract when applicable. MSD Diversity shall verify monthly that the Prime has reported on MBE, WBE and/or Non-M/WBE utilization participation no later than the next month in which payment was made until the final invoice is submitted for payment to close out the project. On months where there is no sub activity, the Prime must submit a report indicating that no work was performed for that month or period. For contracts exceeding \$500,000 initially or which exceed \$500,000 through amendments/change orders at any point in the contract, quarterly workforce utilization will be required through the end of the contract. Trends of non-compliance and/or consistent non-compliance can affect Prime's pre-qualification status with MSD including Prime's ability to do future work with MSD up to and including complete prohibition from performing work on MSD projects for a time period to be decided solely by MSD.
6. Diversity Payment Audits and Payment Disputes: All payments to subs, service providers and suppliers are required to be submitted into MSD Diversity Reporting (MDR) Software System and are verified electronically by the payment recipient within five (5) days of submission of payment into the MDR System. The Prime must update MDR with payment information regarding amount and date of payments to all subs, service providers, and suppliers no later than one month (30 days) after payment is made. Failure to submit payment information constitutes non-compliance with the Diversity Program

requirements. Upon request, invoices and canceled checks or other verifiable documented proof for the reported payment must be submitted into the MDR system. Late or non-payments to subs for valid billable work performed may be considered a material breach of contract and constitutes non-compliance with the Diversity Program requirements. Once non-compliance has occurred, subsequent payments can and will be withheld until the issue of non-compliance has been resolved.

Payment disputes occur when a sub reports a dispute directly to MSD or when a sub disputes a reported payment made into MDR. When this occurs, an investigation is opened to resolve the dispute. For disputes made directly to MSD, the Prime will be contacted directly and requested to submit a written response with appropriate documentation so that an investigation can be conducted to resolve the dispute. When a dispute occurs in MDR, the system will send an automated email to MSD Diversity Division to begin an investigation to resolve the dispute.

7. Sub substitutions are only allowed with prior written consent from MSD via amendment or a written change directive issued on behalf of MSD by an authorized party. Proper written notification and documentation of the reason for the substitution must be provided to MSD by the Prime. Modifications to contracted MBE/WBE utilization on an MSD project will only be considered and approved by MSD for the following reasons:
  - a. The MBE/WBE subconsultant is dilatory in complying with the requirements of the contracted services/work identified in the contract.
  - b. The MBE/WBE becomes bankrupt or insolvent, or circumstances otherwise arise related to the failure of the business resulting in an inability to meet the requirements of the contract.
  - c. The MBE/WBE fails to perform work in a way consistent with acceptable industry standards and practices.
  - d. MSD determines that the MBE/WBE is not a responsible subconsultant or is no longer eligible to receive credit for participation as an MBE/WBE on the contract.
  - e. Work is eliminated which changes or affects the scope identified for an MBE/WBE by MSD via an Amendment to the contract or by a Work Order Change Directive on behalf of MSD.

MSD does not allow for automatic replacement of commitments made to M/WBE's even when commitments are voluntary. When under contract, MSD requires that the Prime promptly report to MSD, in writing, any proposed changes in the utilization of MBE/WBE participation and include the appropriate written justification documentation, signed by both the Prime and M/WBE sub affected. Primes cannot terminate participation for an MBE/WBE authorized to perform work on the contract without prior written consent from MSD. Written consent via Amendment is granted only if the Prime has demonstrated good cause to terminate the MBE/WBE. Good cause does not exist if the Prime: 1) seeks to terminate a MBE/WBE it relied upon to obtain the contract in order to self-perform work allocated to an MBE/WBE that was accepted by MSD to perform on the contract; or 2) to allow replacement of the MBE/WBE with another, preferred firm. Good cause does not exist if the failure or refusal of the MBE/WBE to perform its work resulted from actions on the part of the Prime which constitute bad faith or discriminatory actions exhibited towards the MBE/WBE.

When an MBE/WBE is terminated or fails to complete its scope of work on the contract for any reason, MSD requires the Prime to provide replacement of the participation for at least an equivalent amount of work and/or perform Good Faith Efforts to demonstrate intentions to find another equivalent MBE/WBE

capable of performing at least the same amount of work on the contract that could not be performed by the intended MBE/WBE.

8. Workforce Compliance and Reporting: Prime firms who fall under requirements for meeting workforce goals must first demonstrate their ability to meet the local office goal requirements of 31% Minority and 37% Women. The first workforce report is due to be submitted within 30 days after issuance of Notice Of Award (NOA) and prior to the Notice To Proceed (NTP) being issued. Thereafter, quarterly reports are due to demonstrate compliance with Diversity Program's goal requirements. Primes must utilize MSD's Diversity Reporting System (MDR) located at the following website: [www.msddiversityreporting.com](http://www.msddiversityreporting.com) to report on workforce. After the initial report is made into MDR, quarterly workforce utilization reports are due by the 10th day following the end of the previous quarter (using quarters based on an annual twelve-month calendar period) as follows:
  - a. January 1<sup>st</sup> – March 30<sup>th</sup> ends quarter (**report due April 10<sup>th</sup>**)
  - b. April 1<sup>st</sup> – June 30<sup>th</sup> ends quarter (**report due July 10<sup>th</sup>**)
  - c. July 1<sup>st</sup> – September 30<sup>th</sup> ends quarter (**report due October 10<sup>th</sup>**)
  - d. October 1<sup>st</sup> – December 31<sup>st</sup> ends quarter (**report due January 10<sup>th</sup>**)

In instances that there is no local office, workforce goals will be measured by the number of individuals specifically working on the MSD contract. This information must be identified at the onset of the contract with the first workforce report. When a Prime fall short of meeting the workforce goals, workforce GFE will be required.

## 9. **Workforce Good Faith Efforts (GFE)**

- a. Prime will be required to submit a Workforce Plan for review and approval by MSD Diversity regarding efforts to be taken during the remainder of the contract or next annual contract period to increase and diversify the workforce make-up of the local office or on the project as applicable. These efforts should consist of but are not limited to the following:
  - i. Submission of firm's Equal Employment Opportunity (EEO) policy statement in all policy manuals, and publication of the policy on company's website and newsletters, annual reports, etc.
  - ii. Provide proof of activities performed to develop and/or implement targeted recruitment, outreach, and marketing strategies through collaboration with:
    - Local Colleges, Universities, etc.
    - STEM and Mentoring Programs
    - Minority and Women Internship Programs
    - Business and Local Community Programs
    - Advocacy Group participation (ASCE, NSBE, etc.)
    - Underutilized Subconsultant Programming

- iii. Implementation of training needs assessment aimed at promoting diversity and inclusion, internal promotions, and retention programming.
- iv. Providing resources and efforts to enable the firm's continuation of achieving diverse participation through:
  - Management commitment
  - Financial support
  - Recruitment
- v. For multiple year contracts, workforce plans are required to be updated and submitted annually by July 1<sup>st</sup> with documentation which provides proposed plans and updates.

#### **E. Post Award Good Faith Efforts (GFE) and Non-Compliance**

1. Post Award GFE's are performed to demonstrate the Prime's efforts that are taken to meet or exceed their contractual commitments. At any time during performance of the contract when a Prime is notified of its failure to comply with the requirements of the Diversity Program, the Prime firm must furnish to the District, in writing, the reasons for non-compliance. With a notice of non-compliance, in addition to the written statement, a corrective action plan must be provided within five (5) business days. The plan must identify to MSD the steps to be taken to resolve the non-compliance and when the plan will be initiated as a means to cure the non-compliance. Thereafter, the Prime will be required to document all evidence of GFE's taken to comply with the corrective action plan and submit the documentation on at least a monthly basis until the non-compliance is resolved. All GFE documentation submissions will undergo evaluation for acceptance by the Diversity Division. The Prime will be notified of acceptance.

If, in the sole judgment of the District, there have not been sufficient Good Faith Efforts taken on the part of the Prime to meet the contractual obligations or if the Prime fails to provide a corrective action plan in a timely manner and/or fails to initiate the corrective action in a timely manner, MSD in its sole judgement may institute appropriate actions for dealing with non-compliance and subject the Prime to immediate withholding of project payments and/or implement sanctions on doing future work with MSD up to and including a complete prohibition from performing work on MSD projects for a time period to be determined solely by MSD.

2. Post Award Non-Compliance: The following are examples, but not limited to, non-compliance events which may lead to sanctions:
  - a. Failure to perform compliance reporting activities for subconsultant and/or workforce utilization.
  - b. Failure to respond or provide requested information or documentation to MSD Diversity in a timely manner (5 business days).
  - c. Failure to resolve issues involving MBE/WBEs participating on the contract.
  - d. Failure to perform post award GFE when required by the contract.
  - e. Submission of false or fraudulent documentation or information.

The submission of fraudulent information to MSD is considered to be a material breach of contract and strictly prohibited. Sanctions for non-compliance with the Diversity Program requirements are assessed based upon the shortfall of the MBE/WBE's participation up to a maximum amount equal to the monetary value or percentage of the participation set by the contractual requirements. The shortfall amount equal to the calculated amounts will be withheld from the final amount owed to the Prime to cover the identified shortfall. An MBE/WBE who participates in fraudulent activities resulting in shortfalls will not be due any funds resulting from the material breach of contract and may be sanctioned on doing future work with MSD up to and including a complete prohibition from performing work on MSD projects for a time period to be determined solely by MSD.

Any funds resulting from or relating to non-compliance and/or fraudulent activities shall be set aside in a separate account within the Business Enterprise Budgeting System to be used by the Business Diversity Program for the purpose of providing business development, workforce development and enhanced services that assist with the economic empowerment of MBE's and WBE's.

#### **F. Contract Close-Out and Final Diversity Review**

MSD Business Diversity Programs ensures that all contracts containing MBE/WBE goal participation or commitments of race-neutral participation are monitored to confirm that program participants are conforming to the requirements as set forth in the contract. It is the responsibility of MSD Diversity to: 1) validate that the work committed to MBE/WBE's is performed by the intended MBE/WBE; 2) conduct and document monitoring activities to ensure adherence to Diversity Program requirements; 3) produce and provide written certifications of all monitoring activities to validate all efforts taken; and 4) provide full transparency of all Diversity Program activities.

To close out any project with Diversity Program requirements, a final review of the contract must be performed by the Diversity Division to determine if the Prime has complied with Diversity Program requirements. If the Prime does not achieve the full amount of participation required per the contract and was not able to provide sufficient post-award Good Faith Efforts documentation justifying its shortfall, the amount of any shortfall may be deducted from the remaining contract balance owed on the final invoice in an amount equal to the value of the goal that was not attained. To substantiate the final evaluation review, the record of Diversity's evaluation will become part of the contract record to certify that the Prime was either compliant or non-compliant with the terms of the contract with MSD.

**ATTACHMENT A**  
**ENGINEERING DESIGN PROFESSIONAL SERVICES**  
**DIVERSITY MULTIPLIER CALCULATION SHEET**

- A. Prime Consultant Credit:** Prime Consultants who are certified MBE or WBE can receive up to a ten percent (10%) evaluation multiplier credit. If a Prime is certified as both Minority and Women only one category will be allowed for the 10% credit, not both.

**Prime Diversity Credit:**  
(All certified\* MBE/WBE receive 10% Credit)

**ENTER MULTIPLIER  
CREDIT AMOUNT**

Is prime firm a certified MBE or WBE? If yes, enter .10

**PLEASE RECORD THE ABOVE VALUE ON LINE "1" UNDER  
FINAL MULTIPLIER TABULATION**

- B. Prime Workforce Credit:** Prime consultants can receive up to five percent (5%) evaluation multiplier credits for meeting or exceeding workforce thresholds that support and enhance interim workforce participation goals. For this calculation, please only include full-time personnel working in the local office\* of the MSD service area. Full time personnel shall have worked for the company for no less than 90 days and averaged 30+ hours of work per week to be considered full time.

**PRIME WORKFORCE MULTIPLIER CREDITS:**

- a. Total Local Office Workforce: \_\_\_\_\_
- b. Women in Local Office Workforce: \_\_\_\_\_
- c. Minorities in Local Office Workforce: \_\_\_\_\_
- d. "b" divided by "a" (drop all decimals/fractions): \_\_\_\_\_%
- e. "c" divided by "a" (drop all decimals/fractions): \_\_\_\_\_%
- f. If "d" is 37% or greater, ENTER 0.0125 ON LINES 2 OF LAST SHEET
- g. If "d" is 18% or greater, ENTER 0.0125 ON LINE 3 OF LAST SHEET
- h. If "e" is 31% or greater, ENTER 0.0125 ON LINES 4 OF LAST SHEET
- i. If "e" is 15% or greater, ENTER 0.0125 ON LINE 5 OF LAST SHEET

**PLEASE ENTER APPROPRIATE VALUES UNDER  
FINAL MULTIPLIER TABULATION**

**C. Sub-Consultant's Workforce Credit: Complete only if a minimum of 25% of work is sub- contracted** to receive up to five percent (5%) evaluation multiplier credits. For this calculation, all subconsultants **workforce** must be included regardless of certification status. Please only include full-time personnel working in the local office\* of the MSD service area. Full time personnel shall have worked for the company for no less than 90 days and averaged 30+ hours of work per week to be considered full time.

<u>Name of Sub-Consultant Firm</u>	<u>Certified** MBE/WBE</u>	<u>Authorized Signature of Sub-Consultant</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

**SUBCONSULTANT WORKFORCE MULTIPLIER CREDITS:**

- a. Total Local Office Workforce: \_\_\_\_\_
- b. Women in Local Office Workforce: \_\_\_\_\_
- c. Minorities in Local Office Workforce: \_\_\_\_\_
- d. "b" divided by "a" (drop all decimals/fractions) \_\_\_\_\_ %
- e. "c" divided by "a" (drop all decimals/fractions): \_\_\_\_\_ %
- f. If "d" is 37% or greater, ENTER 0.0125 ON LINES 6 OF LAST SHEET
- g. If "d" is 18% or greater, ENTER 0.0125 ON LINE 7 OF LAST SHEET
- h. If "e" is 31% or greater, ENTER 0.0125 ON LINES 8 OF LAST SHEET
- i. If "e" is 15% or greater, ENTER 0.0125 ON LINE 9 OF LAST SHEET

**PLEASE ENTER APPROPRIATE VALUES UNDER  
FINAL MULTIPLIER TABULATION**

## FINAL MULTIPLIER TABULATION

### **ENTER MULTIPLIER CREDIT AMOUNTS**

1. PRIME CONTRACTOR VENDOR MULTIPLIER	1. _____
2. PRIME WOMAN WORKFORCE 37% OR GREATER	2. _____
3. PRIME WOMAN WORKFORCE 18% OR GREATER	3. _____
4. PRIME MINORITY WORKFORCE 31% OR GREATER	4. _____
5. PRIME MINORITY WORKFORCE 15% OR GREATER	5. _____
6. SUBS WOMAN WORKFORCE 37% OR GREATER	6. _____
7. SUBS WOMAN WORKFORCE 18% OR GREATER	7. _____
8. SUBS MINORITY WORKFORCE 31% OR GREATER	8. _____
9. SUBS MINORITY WORKFORCE 15% OR GREATER	9. _____

### **ADD LINES 1-9 AND ENTER TOTAL ON LINE 10**

10. FINAL MULTIPLIER CREDITS TOTAL: 10. \_\_\_\_\_

The undersigned certifies on behalf of the entity submitting this Report that the above information is true and accurate as of the date set forth below:

---

Prime Consultant Name

---

Date

---

Authorized Representative Name

---

Representative Title

---

Authorized Representative Signature

\*Local Office shall mean the Prime's or Subconsultant's office location which is located within the MSD service area or if there is no local office, shall mean the members of the Project Team identified as working on the contract.

\*\* Certified shall only apply to those firms certified with one of the approved certification agencies acceptable to MSD.



## MASTER SERVICES AGREEMENT

**Agreement.** This Master Services Agreement ("Agreement") dated as of [ ], is entered into by and between Metropolitan St. Louis Sewer District ("MSD"), operating out of its corporate offices at 2350 Market Street, St. Louis, Missouri 63103 and \_\_\_\_\_, Tax Id Number \_\_\_\_\_ ("Vendor") having its corporate offices at \_\_\_\_\_ (collectively the "Parties").

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services.** Vendor shall provide technology/information governance services ("Services") to MSD as specified and set out in a Statement of Work ("SOW") executed by the Parties and attached hereto as **Exhibit A**. In the event of a conflict between this Agreement and a SOW, the terms of this Agreement shall prevail. Any changes to the scope of Services as set forth in the SOW shall be agreed upon in writing and signed by the Parties. Vendor shall have no obligation to perform Services in connection with any such change until the Parties have agreed upon the effect of such change concerning Vendor's fees and/or schedule of performance. For the sake of clarity, nothing in this Agreement shall be construed to prevent MSD from performing for itself or from acquiring from other providers services that are similar to or identical to the Services provided by Vendor.
2. **Scope of Services.** MSD will define specifications required of the Services and will identify the individual(s) who will coordinate the project on behalf of MSD. Vendor will assign a sufficient number of employees to perform the Services set out in each SOW (the "Contracted Staff").
3. **Work Provisions.** MSD will provide space and computer facilities for Contracted Staff except when the Parties agree that such Services are to be performed off-site.
4. **Supervision.** Unless otherwise specified, MSD is responsible for managing the day-to-day work of Contracted Staff, advising on rules governing conduct, schedules, and tasks. Vendor will participate in periodic progress meetings as requested by MSD and Vendor will provide feedback to Contracted Staff as necessary to execute the Services set forth in the SOW.
5. **Work Acceptance.** MSD is responsible for final acceptance of all the work performed by Contracted Staff, including but not limited to the quality, timing, completeness, adherence to standards, and thoroughness of documentation.
6. **Confidentiality.** Vendor and Contracted Staff shall treat as proprietary and confidential all non-public information, material, and data relating to MSD and its affiliates ("Confidential Information"). Such Confidential Information includes, but is not limited to specifications, designs, plans, business operations, and other similar data and the names, qualifications, resumes or similar information regarding MSD and its affiliates, employees, agents, consultants, or



independent contractors. Confidential Information does not include any information that is generally available to the public other than as a result of Vendor's breach of this Section 6. Vendor and Contracted Staff agree not to divulge Confidential Information to any third party without the express written consent of the Executive Director of MSD. Contracted Staff will be required to sign a confidentiality statement as a condition of providing Services to MSD.

7. **Conversion Fees.** MSD shall have the option to hire directly onto its own payroll and employ any Contracted Staff under a SOW within 180 days after the Start Date set forth in the applicable SOW. If MSD elects to employ a Contracted Staff member prior to the expiration of 180 days after the Start Date, MSD shall pay Vendor a conversion fee equal to twenty-five percent (25%) of the Contracted Staff member's gross annualized compensation which would have been paid to Vendor in accordance with the terms of the applicable SOW (the "Conversion Fee").

Vendor shall waive its right or claim to any Conversion Fee in the event MSD notifies Vendor of its intent to terminate the SOW and hire the then assigned Contracted Staff member directly onto its payroll if such hiring is to occur more than 180 days after the Start Date as set forth in the applicable SOW, provided that MSD has paid Vendor all invoiced amounts for work performed by such Contracted Staff member.

8. **Service Termination.** MSD may terminate the assignment of any Contracted Staff upon two (2) weeks' written notice to Vendor. For cause, termination may be immediate. Where termination is for cause, if requested by MSD Vendor agrees to provide within three days, or within a mutually agreed upon time, an equally qualified replacement at the same rate in order to complete the assignment.
9. **Employment Termination.** Should a Contracted Staff member's employment with Vendor terminate while performing Services for MSD, if requested by MSD Vendor will assign within three days, or within a mutually agreed upon time, another equally qualified replacement at similar rates in order to complete the assignment.
10. **Termination.** Either Party may terminate this Agreement at any time without cause upon two (2) weeks' written notice to the other Party or upon completion of Services by Vendor. Upon expiration or termination of this Agreement, Vendor and Contracted Staff shall promptly return to MSD all MSD property, equipment, or materials in its possession or control, including all documents, data, and tangible materials containing MSD's Confidential Information. Vendor agrees to certify in writing that it has complied with the requirements of this Section 10.
11. **Invoicing and Payment.** Vendor will invoice MSD for Services performed twice a month, or once monthly, 1<sup>st</sup> thru 15<sup>th</sup> of the month and then 16<sup>th</sup> thru end of month. Invoices cannot overlap months. Applicable taxes, if any, shall be added to the charges payable by MSD. MSD will pay Vendor net thirty (30) days from the invoice date.



12. **Fees.** Hourly rates for Contracted Staff are based upon a 7.5-hour workday. In consideration of the Services rendered by Vendor to MSD under this Agreement, MSD will pay fees in accordance with the agreed upon rates as set forth in the applicable SOW. Special agreement(s) covering fees, if any, are to be described in an attached addendum.
13. **Out-of-Pocket Expenses.** Vendor is solely responsible for any travel or other costs, or out-of-pocket expenses incurred by Contracted Staff in connection with the performance of the Services, with one exception: MSD shall reimburse Vendor for reasonable out-of-pocket travel expenses incurred by a remotely assigned Contracted Staff member if the individual is required to report to an MSD site to perform work at MSD's request. These reimbursable out-of-pocket expenses will be paid and/or reimbursed by MSD provided it is agreed to in writing in advance by MSD, and will be reimbursed in accordance with MSD's Contractor Business Expense Reimbursement Policy, a copy of which is attached as **Exhibit B**. All expenses not meeting the requirements of this Agreement or the SOW to which it applies shall be the sole responsibility of Vendor.
14. **Independent Contractor.** It is understood and acknowledged that the Services provided by Vendor and Contracted Staff shall be in an independent contractor capacity and not as an employee or agent of MSD. Vendor and Contracted Staff have no authority to commit, act for or on behalf of MSD, or to bind MSD to any obligation or liability, nor do Vendor or Contracted Staff have the authority to hold themselves out to the public as being an employee or agent of MSD. Vendor shall be responsible for providing any salary, wages, workers' compensation, or other benefits to Contracted Staff; will make all appropriate tax, social security, disability, Medicare and other withholding deductions and payments; and will make all appropriate unemployment tax payments. Vendor shall indemnify MSD, its trustees, directors, officers, employees, successors, and agents against: (A) all claims by any Contracted Staff for salary or other benefits of any kind in connection with the Contracted Staff's work for MSD or its affiliates; (B) any claim, assessment, fine, penalty or award based on the Contracted Staff's status as an employee of Vendor or any withholding deduction, workers' compensation claim, or tax liabilities in connection therewith; and (C) any claims arising out of or occurring in connection with Vendor's or Contracted Staff's negligence, willful misconduct, or breach of this Agreement.
15. **Liability.** Vendor shall, at its own expense, maintain and carry insurance coverage in full force and effect in accordance with MSD's REVISED INSURANCE & BOND SPECIFICATIONS MASTER PROCUREMENT CONTRACTS EFFECTIVE 10/15/22, Updated 12/07/22, a copy of which is attached as **Exhibit C**. Vendor shall provide MSD with a Certificate of Insurance from Vendor's insurer evidencing the insurance coverage specified in this Agreement and shall update the certificate annually. The Certificate of Insurance shall name MSD as an additional insured.
16. **Warranty of Performance.** Vendor warrants the professional quality of Services rendered by its Contracted Staff. Any Services performed by Vendor which are determined by MSD to be of less than professional quality shall be corrected by Vendor without additional charge to MSD. In the event Contracted Staff fail to satisfactorily perform any of the Services on a timely basis, MSD shall



have the right, without prejudice to any other rights or remedies it may have under this Agreement or any applicable SOW, to withhold payment of any amounts otherwise due to Vendor.

17. **No Assignment.** This Agreement may not be assigned by either Party.
18. **Compliance with Laws.** Vendor agrees that it will comply with all applicable laws and regulations in providing the Services and with all of MSD's applicable rules, regulations, ordinances, and policies. Vendor has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.
19. **Entire Agreement.** This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and addendums, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes and cancels any previous agreement, whether written, oral, or implied between the Parties. It expresses the complete and final understanding of the Parties and may not be changed in any way except in writing and signed by both Parties.
20. **Choice of Law.** The Parties hereby agree and stipulate that this Agreement and all matters arising out of or relating to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the law of any jurisdiction other than those of the State of Missouri.
21. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement.

Client:

Metropolitan St. Louis Sewer District

Vendor:

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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



APPROVED BY:  EXECUTIVE DIRECTOR	<b>CONTRACTOR BUSINESS EXPENSE REIMBURSEMENT POLICY</b> FINANCE DEPARTMENT	APPROVED November 2023 SUPERSEDES POLICY ISSUED: 04/05/2013
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## **PURPOSE**

This policy establishes requirements and procedures for payment of authorized business expenses for contractors, consultants or service providers for travel or expenses authorized under a specific contract. This policy shall be followed unless specific contract language allows otherwise.

## **SCOPE**

**This policy provides guidance for contracts with service providers that may contain a requirement for reimbursable expenses.** Expenses indicated in the contract that are reasonable, relevant, and directly tied to the activities of the approved scope of work under a contract will be approved for payment.

## **PROCEDURES**

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

### **I. REQUIREMENTS** The following information is required on all invoices:

- A. Contract number
- B. Business purpose or contract task / line item
- C. Amount and date of expense being claimed for reimbursement.
- D. Signature certifying the reported expenses and information is true and correct, were authorized under the contract, and exclude personal expense.

**II. TRAVEL, MEALS and LODGING:**

Expenses incurred for travel, meals and lodging, as appropriate for the scope of work being performed and in accordance with any specific contract conditions, will be reimbursed based on original itemized receipts as deemed appropriate by the district. Credit card receipts listing total amount only will not be reimbursed. At no time will costs for first class travel be reimbursed by MSD unless specifically identified in the contract. In no case will costs for alcoholic beverages be reimbursed by MSD.

**III. NON-REIMBURSABLE ITEMS:**

Personal expenses such as clothing, movies, entertainment, subscriptions, dues, expenses for the traveler's sole benefit (such as travel insurance, unapproved travel updates, newspapers, extending a stay for personal reasons, spousal travel, etc.) are not reimbursable.

**IV. INVOICE APPROVAL:**

Invoices submitted for reimbursement of business expenses will be reviewed by MSD against monthly progress reports and completed work deliverables. Documentation fully supporting the submitted business expenses is required. MSD may request additional documentation if that provided is determined insufficient to fully support the reimbursement request.

Date of Review	Changes Made (Y/N)	Reviewed By	Rationale
11/2023	<i>Y - Updating Policy</i>	<i>Marion Gee Susan Myers</i>	<i>Formatting Update</i>

## ATTACHMENT A

### **REVISED INSURANCE & BOND SPECIFICATIONS MASTER PROCUREMENT CONTRACTS Effective 10/15/22, Updated 12/07/22**

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#### **BID SECURITY: \*\***

Each bid shall be accompanied by a certified check or cashier's check for an amount not less than five (5%) percent of the bid amount, payable unconditionally to the District as a guarantee that the bidder will execute a contract and furnish the required contract bond and insurance requirements within fifteen (15) days after acceptance of the bid proposal. In lieu of the certified or cashier's check, a bid bond in the same amount, executed by a surety company satisfactory to the District and duly authorized to transact business in Missouri as evidenced by a Certificate of Authority granted by the Insurance Commissioner, Department of Insurance, State of Missouri, may be furnished. The surety company must have a financial strength rating of "A" or better and a financial size category of Class V or higher per AM Best Company. If the bidder fails or refuses to enter into a contract pursuant to such bid within the allotted time, the principal sum of such bond or such checks shall be immediately forfeited to the District.

#### **CONTRACT BOND: \*\***

For projects where the Engineer's Estimate is \$50,000.00 or greater a contract bond (combination performance, labor and material payment bond) will be required for the full amount of the contract price on forms as approved by the District and only from a surety or insurance company satisfactory to the District with the following qualifications:

- Duly authorized to transact business in Missouri as evidenced by a Certificate of Authority granted by the Insurance Commissioner, Department of Insurance, State of Missouri.
- Having a financial strength rating of "A" or better and a financial size category of Class V or higher in per AM Best Company.
- If applicable, listed in the most recent issue of the Federal Register, Circular 570 and possessing a financial limit equal to or greater than the value of the contract to be bonded.

The contract bond shall be conditioned that the principal therein will faithfully and properly perform the contract according to all of the terms thereof, that the principal will guarantee the workmanship and materials for a period of one year after the date of final acceptance of the work, and that the principal will, as soon as the work contemplated by the contract shall have been completed, pay to the proper parties all sums due for materials, labor and services used and employed in the performance thereof. The contract bond shall be executed in quintuplicate, be on a District approved form, and submitted to the District within fifteen (15) days after written notification that the bid proposal has been accepted and the contract awarded.

**\*\*NOTE** that these first two sections (Bid Security & Contract Bond) are **OPTIONAL**; whether to include depends upon nature of services.

#### **INDEMNIFICATION**

The Contractor shall defend, indemnify and hold harmless the District, its Trustees, directors, officers, agents and employees (the District), from and against any and all claims (including but not limited to attorneys' fees), suits, causes of action, judgments or damages on account of any liability, including personal injuries or bodily injury, including death or property damage, sustained by the District or sustained or claimed to be sustained by any person or persons, to the extent caused by, to the extent arising out of, or to the extent resulting from, any act or omission of the Contractor or its subcontractors, their agents or employees, related to the work, or due, in whole or part, to any negligent act or omission on the part of the Contractor or its subcontractors, their agents or employees. This indemnity shall continue not only during the time period in which the Contractor performs the work but shall continue thereafter for a period of five (5) years after final acceptance.

## **INSURANCE REQUIREMENTS:**

- a. Within ten (10) days after being issued an Intent to Award or Notice of Award of the Contract and prior to the commencement of work for the District, the Contractor must provide executed Certificate(s) of Insurance on the ISO ACORD 25 Form or current equivalent with the District, indicating that the bidder is carrying commercial general liability, business auto liability, workers compensation/employers' liability, excess (umbrella) liability, professional liability and pollution liability as required. The initial and renewal Certificates of Insurance must identify the MSD Project and Contract by name and reference number. The Certificate shall reference the retroactive date as applicable to the particular coverage(s). A sample Certificate of Insurance Form in the format required is attached to these specifications.
- b. The Contractor shall carry and maintain for the life of the Contract adequate liability insurance as required by the Contract with a company or companies satisfactory to the District and which are:
  - Licensed to do business in the State of Missouri (Admitted) with a financial strength rating of "A-" or better and a financial size category of Class VI or higher per AM Best Company; or
  - Not licensed in the State of Missouri (Non-admitted) with a financial strength rating of "A" or better and a financial size category of Class IX or higher per AM Best Company; or
  - If no AM Best rating is available (i.e., captive underwriting), then demonstrating acceptable proof of financial responsibility as determined by MSD.

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

- c. The amounts of coverage required herein shall not be construed to limit the liability of the Contractor.
- d. The District (including its Trustees, directors, officers, agents and employees), shall be included as "Additional Insured(s)" for all required insurance coverage (with the exception of professional liability and workers compensation coverage) with respect to the work covered by the Contract. The Contractor shall require that its sub-contractors name the District and the Contractor as "Additional Insured(s)". The additional insured coverage must be sufficiently broad to afford the District coverage as required by the indemnification provision of the Contract and must include products and completed operations coverage within the commercial general liability policy.
- e. Waivers of subrogation shall be required in the following coverages: Commercial General Liability, Business Auto Liability, Workers Compensation and Employers' liability Insurance (to the extent the work does not fall within the construction trade class) and Excess (Umbrella) Coverage.
- f. In the event the Contractor is a joint venture, the following additional requirements shall apply:
  1. If the joint venture secures separate stand-alone coverage in the name of the joint venture for one or more of the required lines of coverage, each of the requirements set forth below shall apply to that coverage and the certificate of insurance shall so indicate. The District may request copies of the endorsements &/or policies of insurance to verify that coverage is in the name of the joint venture.

2. If separate stand-alone coverage in the name of the joint venture is not provided for one or more of the required lines of coverage, then for each such line of required coverage, the following requirements shall apply: (i) the coverages of each of the joint venture members must provide specific endorsements to each such line of required coverage; (ii) The joint venture shall be endorsed to each such line of coverage; (iii) The joint venture and each member of the joint venture must be "named insureds" for each such line of coverage; and (iv) The certificates of insurance for each such joint venture member shall be provided and shall reflect compliance with these requirements. It is anticipated that business auto and workers compensation/employers' liability coverage will not be secured in the name of the joint venture, and will fall in this category.

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

**DEDUCTIBLE/SELF-INSURED RETENTION:**

For any coverage, a deductible or retention that exceeds \$100,000 shall be noted and approved by the District's Insurance & Safety Division. The District will reserve the right to review the funding for a deductible or retention program. Satisfaction of any such deductible or retention shall be the sole responsibility of the Contractor. If self-insured, the District reserves the right to request acceptable proof of financial responsibility before approval.

**CAPTIVE UNDERWRITING:**

If any insurance coverage is provided by or through a captive, the following requirements shall apply:

- A. The insurance coverage must be written on "A" paper; and
- B. The use of a captive must be disclosed on the Certificate of Insurance provided to the District.

**CANCELLATION:**

All policies of insurance required by these specifications shall include an endorsement that the District must be notified in the event any of the required insurance coverage is cancelled prior to the expiration date.

In addition, the Contractor must provide at least sixty (60) days written notice to the District prior to the cancellation. For policy cancellation for non-payment of premium by the Contractor, the Contractor must notify the District at least ten (10) calendar days prior to the cancellation.

Cancellation provisions within any coverage shall be in accordance with Missouri Cancellation and Non-Renewal provisions.

**REPLACEMENT POLICY:**

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

## REQUIRED COVERAGES & MINIMUM LIMITS

### **COMMERCIAL GENERAL LIABILITY**

#### Limits

\$1,000,000 Each Occurrence  
\$2,000,000 Aggregate/Per Project\*

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

The Commercial General Liability (CGL) policy shall be in accordance with the standard ISO CG0001 policy form. No restrictive endorsements are allowed that would remove or limit the coverages provided by the standard form, including the following:

1. Premises – Operations Liability
2. Products & Completed Operations Liability
3. Advertising & Personal Injury Liability
4. Coverage for explosion, collapse and underground hazards (XCU) (to the extent applicable in connection with the work)
5. Blasting (provided that blasting coverage may be excluded if not to be performed in connection with the work)

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

If not using a standard policy form (such as Form CG 00 01 04 13 or equivalent), then additional endorsements may be required and the form must be provided for District approval.

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

Any punitive damages exclusion must be specifically set forth and submitted to the District for approval.

The commercial general liability coverage including products and completed operations shall be maintained for a minimum period of five (5) years following final payment.

### **BUSINESS AUTOMOBILE LIABILITY**

#### Limits

\$1,000,000 Combined Single Limit

Insurance shall apply to all owned, non-owned and hired vehicles. An MCS-90 endorsement shall be included on the Policy when required by law.

## **WORKERS COMPENSATION & EMPLOYERS' LIABILITY INSURANCE**

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

\$1,000,000	Each Accident
\$1,000,000	Disease Each Employee
\$1,000,000	Disease Policy Limit

## **EXCESS (UMBRELLA) COVERAGE – Applies to Commercial General, Business Auto & Employers Liability**

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

Limits For Contracts Under \$50,000:

\$ 1 million Per Occurrence
\$ 1 million Aggregate/Per Project*

Limits for Contracts \$50,000 and above:

\$2 million Per Occurrence
\$2 million Aggregate/Per Project*

\* The aggregate limits must be provided on a per project basis. Aggregate limits not provided on a per project basis must be noted on the certificate of insurance and the District must approve.

The required provisions for the General Liability coverage (such as additional insured for products and completed operations, primary and noncontributory, etc.) will be following form on the excess over the GL coverages.

## **POLLUTION LIABILITY**

For Contracts \$50,000 and above and where appropriate for the nature of the service provided, the Contractor shall maintain in force for the full period of the Contract, pollution liability insurance coverage in the minimum amount set forth below for losses caused by sudden and accidental pollution conditions that arise from the operations of the Contractor. Such insurance shall apply to bodily injury and property damage, including loss of use of the damaged property or property that has not been physically injured, and shall cover cleanup, transportation, disposal, remediation and defense costs, including all expenses incurred in the investigation, defense, payment or settlement of claims.

Limits:

\$ 2 million	Per Claim
\$ 2 million	Aggregate

The insurance coverage shall be retroactive to the earlier of the date of this Contract or the commencement of the Contractor's work on the Project, and Contractor shall cause the same to remain in effect for a period of at least five (5) years after final acceptance of the Project by the District or such other period as may be set forth in the Contract or in the Project Specifications.

### **PROFESSIONAL LIABILITY/Errors & Omissions for Professional Services Contracts (if required by project scope)**

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

\$2,000,000 Per Claim  
\$2,000,000 Aggregate

The Contractor shall maintain in force for the duration of the contract errors and omissions/professional liability insurance appropriate to the Contractor's profession.

Coverage as required in this Article shall apply to liability for professional errors, acts or omissions arising out of the scope of the Contractor's services as set forth in the contract and the project specifications.

The insurance coverage shall be retroactive to the earlier of the date of the contract or the commencement of the Contractor's work on the project, and the Contractor shall cause the same to remain in effect for a period of at least five years after final acceptance of the project by the District or such other period as may be set forth in the Contract Documents.

**NOTE:** If Contractor provides combined Pollution Liability and Professional Liability coverage or if such coverage is shared w/GL or other insurance, separate limits in the amounts required must be provided. If a policy aggregate applies, the policy aggregate must equal at a minimum the sum of the two limits, and the certificate of insurance must so indicate and the amounts must be approved by the District.

**If applicable --**

### **CYBER RISK LIABILITY**

To the extent the Contractor is providing any services for the District that involve access to Information Services and/or electronic data or records, including but not limited to data or information involving District personnel or customers, then Contractor shall maintain in force for the duration of the contract Cyber Liability coverage including without limitation, third-party coverage for privacy and security liability, media liability, regulatory proceedings liability, and first-party coverage including without limitation Cyber Extortion Coverage and Data Restoration coverage, as more fully described below.

Limits

\$2 million Per Claim or Occurrence  
\$2 million Aggregate

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

The following coverage is to be included in the Cyber Liability coverage:

#### Network Privacy and Security

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

- Any unauthorized access to data which includes MSD PII or private information.
- Failure to provide notification of any data breach to MSD.
- Failure to comply with the Privacy Policy of MSD.
- Any wrongful collection of private or confidential information.
- Failure to prevent a security breach that results in the inability of MSD to gain system access.
- Any transmission of computer malware and/or ransomware to the MSD network, including but not limited to any type of malicious code.
- Failure to properly destroy confidential information.

#### Cyber Extortion Coverage

The cyber exposures to be covered under Cyber Extortion coverage should include, but not be limited to, the following:

- Any threat or a connected series of threats made or actions taken to disseminate, divulge, or improperly utilize any private information on [your] computer system.

#### Data Restoration Coverage

The cyber exposures to be covered under Network Privacy and Data Restoration insurance should include, but not be limited to, the following:

Costs to recover and restore electronic data, programs, software lost from any reason including but not limited to system damage due to computer malware and/or ransomware, unauthorized access or denial of service attack, as well as costs and expenses related to the following (not an exclusive list): individual notification and regulatory reporting; public relations; mailings and communication; identity theft and/or credit monitoring assistance; legal counsel and claims assistance; and forensic analysis.

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

## **TECHNOLOGY ERRORS & OMISSIONS**

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

### Limits

\$2 million Per Claim or Occurrence  
\$2 million Aggregate

The exposures to be covered under Technology Errors & Omissions insurance should include, but not be limited to the following: Consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, data processing and management, training, staffing or other support services, any electronic equipment, computer software developed, manufactured, distributed, licensed, marketed or sold.

The Technology Errors & Omissions insurance shall be issued on a claims-made policy form. The Contractor shall purchase at its sole cost and expense extended Discovery Clause coverage of up to three (3) years after the work is completed if coverage is cancelled or not renewed.

### **If applicable –**

### **AVIATION COVERAGE (Aircraft Third Party, Property Damage & Passenger Legal Liability)**

The Contractor if providing any type of aviation services, including but not limited to the use of drones, shall provide aviation coverage including war liability.

### Limits

\$ 1 million      Per Claim or Occurrence  
\$ 1 million      Aggregate



## **PRICE AGREEMENT S-1393**

This **AGREEMENT** made this \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter called the "Contractor," and **THE METROPOLITAN ST. LOUIS SEWER DISTRICT**, hereinafter called the "District."

**WHEREAS**, the District issued its Request for Quotation S-1393 seeking quotes for janitorial services at the Lemay Pump Station;

**WHEREAS**, Contractor submitted a Proposal in response to the RFQ that meets the needs of the District;

**WHEREAS**, under the authority vested in the Director of Finance under the provisions of Section 7.010 of the Charter Plan of the District, the Director of Finance hereby lets this Price Agreement to the Contractor.

**NOW, THEREFORE**, the Contractor and the District, for the consideration hereinafter specified and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agree as follows:

### **Article 1. SCOPE OF WORK**

The Contractor shall provide Janitorial Services for the District's Lemay Pump Station location in accordance with the RFQ.

### **Article 2. AGREEMENT DOCUMENTS**

The complete Agreement shall be comprised of the following documents:

- (1) this instrument;
- (2) the District's Request for Quote Number S-1393; and
- (3) the Proposal submitted by the Contractor in response to said RFQ on May 6, 2025.

In the event of conflict in the language between these documents the provisions set forth in the order listed shall govern.

### **Article 3. PRICES**

Prices paid under this Agreement shall be in accordance with the Proposal submitted by Contractor under the bid number identified in Article 2, above.

### **Article 4. TERMS**

The term of this Agreement shall be for one (1) year with three (3) option years.

The term of this Agreement will be as follows:

Initial term will commence July 1, 2025 and expire, June 30, 2026.

If exercised:

First option year may commence July 1, 2026 and expire June 30, 2027.

Second option year may commence July 1, 2027 and expire June 30, 2028.  
Six-month extension may commence July 1, 2028 and expire January 31, 2029.

The District may also terminate this Agreement as provided in the Terms and Conditions set forth in the RFQ.

#### **Article 5. HOLD HARMLESS**

The Contractor shall keep the District free and harmless from payment of any damages, costs, expenses, royalties, patent fees, lawyers' fees, or any other sums of money whatsoever by reason of any activity or performance of duties in connection with this Agreement.

#### **Article 6. INDEMNIFICATION**

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

#### **Article 7. PAYMENT**

The receiving department of the District shall review each invoice and/or packing slip. Upon approval by the receiving department of all or part of the fees and expenses submitted by the Contractor, the District shall forthwith pay to the Contractor the amount so approved. The Contractor shall reference the most recent Price Agreement number and any purchase order number of the purchase release by the requesting activity, to place an order against the Agreement, on all invoices submitted to the District.

#### **Article 8. INDEPENDENT CONTRACTOR**

The Contractor shall be an independent Contractor for all purposes and shall be entitled to no compensation other than the compensation provided under this Agreement.

#### **Article 9. AUTHORITY**

The representative signing on behalf of each of the parties certifies that they are duly authorized by the party for which they sign to execute this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Instrument to be executed in one (1) original counterpart as of the day and year first above written.

XXXXXXXXXXXXXXXXXXXXXX

Contractor

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Printed Name

Title

Approved as to Form, Office of General Counsel:

\_\_\_\_\_  
Date By \_\_\_\_\_  
Todd J. Aschbacher  
General Counsel

\_\_\_\_\_  
Date By \_\_\_\_\_  
Steve Trenz  
Purchasing Manager

\_\_\_\_\_  
Date By \_\_\_\_\_  
Marion M. Gee  
Director of Finance

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT  
PURCHASING DIVISION  
REQUEST FOR PROPOSAL 1484**  
**Temporary Staffing Services – Information Technology Department**

**PART 3 of 4 PARTS  
Additional Requirements & Forms**

**THESE DOCUMENTS MUST BE SUBMITTED WITH YOUR BID**

**Submittal of Questions:  
See Paragraph 2.4, Terms & Conditions**

**Addenda:  
See Paragraph 2.11, Terms & Conditions**

Bids MUST be received in the  
PURCHASING DIVISION  
The Metropolitan St. Louis Sewer District  
2350 Market Street  
St. Louis, MO 63103-2555  
**No Later Than: 11:00 AM CST, January 21, 2026**

**IMPORTANT NOTICE**  
Please visit our website:  
[www.msdprojectclear.org](http://www.msdprojectclear.org), click on the “DOING BUSINESS WITH US”  
link, (View Non-Capital Bids (Goods & Services), to register & view bid  
opportunities online.

Van Griffin  
Purchasing Agent  
Phone: 314.768.6269  
E-mail: [jgriffin@stlmsd.com](mailto:jgriffin@stlmsd.com)

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT**

Purchasing Division

Supplier Profile

**GENERAL INFORMATION**

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

Federal Tax ID No: \_\_\_\_\_

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

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

General Phone Number: \_\_\_\_\_

Web Address (URL): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Mr. / Ms. \_\_\_\_\_

Direct Phone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**PLEASE PROVIDE THE FOLLOWING REMIT INFORMATION:**

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

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

Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

# THE METROPOLITAN ST. LOUIS SEWER DISTRICT

## Purchasing Division References Worksheet

- REFERENCES should be of similar work

### Reference #1

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Start Date: \_\_\_\_\_

### Reference #2

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Start Date: \_\_\_\_\_

### Reference #3

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Start Date: \_\_\_\_\_

### Reference #4

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Start Date: \_\_\_\_\_

### Reference #5

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Start Date: \_\_\_\_\_



## ATTACHMENT A

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

**UPDATED SEPTEMBER 11, 2025**

MSD BOARD OF TRUSTEES & DIRECTORS		
Trustee/Director	Name of Firm, Organization or Company	Affiliation
<b>Todd J. Aschbacher</b> <i>Director</i>	Association of Corporate Counsel (ACC) Association of Missouri Cleanwater Agencies (AMCA) Bar Association of Metropolitan St. Louis (BAMSL) Missouri Bar Association National Association of Cleanwater Agencies (NACWA)	Member Member Member Member Member
<b>Bret A. Berthold</b> <i>Executive Director</i>	Academy of Mechanical and Aerospace Engineers (Missouri University of Science and Technology) American Water Works Association (AWWA) Engineers Club of St. Louis Missouri Water Environment Association National Association of Clean Water Agencies (NACWA) The Circle Club Water Environment Federation	Member Member Member Member Member Member
<b>Tracey Coleman</b> <i>Director</i>	Association for Talent Development St. Elizabeth Mother of John the Baptist Society for Human Resource Management	Member Member Member
<b>Michael Evans</b> <i>Trustee</i>	AFL-CIO Lawyers Coordinating Committee Bar Association of Metropolitan St. Louis Hartnett Reyes-Jones, LLC International Foundation of Employee Benefit Plans Kentucky Bar Association Missouri Bar Association Senate Democratic Campaign Committee St. Louis City Labor Legislative Club	Member Member Partner Member Member Member Treasurer Member
<b>Marion M. Gee</b> <i>Director</i>	American Water Works Association (AWWA) Church on The Rock Financial Accounting Foundation Missouri Government Finance Officers Association U.S./Canada Government Finance Officers Association	Member Member Trustee Member Member
<b>Ginny Kienstra</b> <i>Director</i>	American Water Works Association (AWWA) Information Systems Audit and Control Association National Association of Clean Water Agencies (NACWA) Water Environment Federation Society for Information Management	Member Member Member Member Member



## ATTACHMENT A

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

**UPDATED SEPTEMBER 11, 2025**

MSD BOARD OF TRUSTEES & DIRECTORS		
Trustee/Director	Name of Firm, Organization or Company	Affiliation
<b>Elizabeth Kistner</b> <i>Trustee</i>	N/A	
<b>Brian McGownd</b> <i>Director</i>	Missouri Water Environment Association Water Environment Association	Member Member
<b>Greg Nicozisin</b> <i>Trustee</i>	Plumbers & Pipefitters Local 562	Member
<b>Timothy R. Snoke</b> <i>Director</i>	Association of Financial Professionals Government Finance Officers Association Institute of Management Accountants Lutheran High School Association St. Louis Treasury Management Association	Member Member Member Board Member Member
<b>Rich L. Unverferth</b> <i>Director</i>	Engineers Club of St. Louis National Association of Clean Water Agencies (NACWA) St. Michael the Archangel Catholic Parish	Member Member Member
<b>Brian Wahby</b> <i>Trustee</i>	Democratic National Committee St. Raymond's Maronite Catholic Church	Member Member
<b>Brian K. Watson</b> <i>Trustee</i>	Laborers' Local 42 St. Louis City Labor Legislative Club	Member Member
<b>Ret. Col. Richard R. Wilson</b> <i>Trustee</i>	American Institute of Parliamentarians Anniversary Club Oaks Social Club Pathfinders Golf Club Pin High Golf Club Reserve Officers Association Royal Vagabonds Foundation, Inc. Royal Vagabonds, Inc.	Member Member Treasurer Treasurer Member Member Board Member Member



## ATTACHMENT B

### **VENDOR/CONTRACTOR/CONSULTANT CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

4. Does the individual or company named in No. 1 above employ any former MSD employee who previously worked for MSD within the last twelve months from the date of this submission and who meets one or more of the following criteria:

(a) is currently a managing member or owner and controls the operations and/or governance of the individual or entity; or

(b) is actively involved in the solicitation for a contract under consideration for award with MSD; or

(c) will be actively involved in the execution of a contract under consideration for award with MSD?

Yes \_\_\_\_\_ No \_\_\_\_\_



## ATTACHMENT B

### **VENDOR/CONTRACTOR/CONSULTANT CONFLICT OF INTEREST QUESTIONNAIRE**

If the answer to one or more of the foregoing questions is yes, provide details concerning the individual, their position/role within the organization, and their relation to the project or contract under consideration of award:

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If any former employee of MSD meets the criteria in (a), the organization will be ineligible for prequalification or award for the one-year period from the date of this submission.

If any former employee of MSD meets the criteria in (b) or (c), the individual may not be involved in the solicitation or the execution of the MSD contract under consideration for the one-year period from the date of this submission.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

# THE METROPOLITAN ST. LOUIS SEWER DISTRICT

## Purchasing Division

### MWBE Qualification Form

If you are a Minority (MBE) and/or a Women Owned (WBE) Business Enterprise, please check the appropriate boxes below and submit a copy of your certification(s) with your bid. Do you qualify as a minority and or women owned business according to the following definition: A Minority Business Enterprise (MBE) is defined as a certified MBE business that is at least 51% owned, operated, and controlled by one or more minorities who are citizens of the United States. "Controlled" means that the minority owner(s) must exercise actual day-to-day management of the business operations. The minority groups that will count towards meeting goals for MBE subconsultant utilization are certified African American (Black American), Hispanic American, Asian American, Pacific Islander, American Indian, or Alaskan Native. A Women Business Enterprise (WBE) is defined as a certified WBE business that is at least 51% owned, operated, and controlled by one or more women who are citizens of the United States. "Controlled" means that the woman/women owner(s) must exercise actual day-to-day management and control of the business operations. If you need specific information concerning the definition, please contact Shannah Paredes, Manager of Diversity at 314.768.6395.

Minority Business Enterprise (MBE)

Women Owned Business Enterprise (WBE)

Non - MWBE

\_\_\_\_\_ Percent Ownership

\_\_\_\_\_ Percent Ownership

I certify that my selection(s) above correct and complies with all provisions of the terms and conditions and definitions outlined in the District's Minority policies.

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

Completed By: \_\_\_\_\_

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

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

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT  
PURCHASING DIVISION  
REQUEST FOR PROPOSAL 1484**  
**Temporary Staffing Services – Information Technology Department**

**PART 4 of 4 PARTS  
Bid Form**

**Submittal of Questions:  
See Paragraph 2.4, Terms & Conditions**

**Addenda:  
See Paragraph 2.11, Terms & Conditions**

Bids MUST be received in the  
PURCHASING DIVISION  
The Metropolitan St. Louis Sewer District  
2350 Market Street  
St. Louis, MO 63103-2555  
**No Later Than: 11:00 AM CST, January 21, 2026**

**IMPORTANT NOTICE**

Please visit our website:

[www.msdprojectclear.org](http://www.msdprojectclear.org), click on the “DOING BUSINESS WITH US” link, (View Non-Capital Bids (Goods & Services), to register & view bid opportunities online.

Van Griffin  
Purchasing Agent  
Phone: 314.768.6269  
E-mail: [jgriffin@stlmsd.com](mailto:jgriffin@stlmsd.com)

*Published: December 10, 2025*

**BID FORM – SUMMARY OF TOTAL BID**  
(THIS PAGE REFLECTS BIDDERS TOTAL BID PRICE)

**THIS PAGE MUST BE COMPLETELY FILLED IN,  
SIGNED, AND INCLUDED WITH YOUR BID**

**REQUEST FOR PROPOSAL 1484**  
**Temporary Staffing Services-Information Technology Department**

<b>Company Name/Address</b>	
<b>Contact Name/Phone/Email</b>	
<b>Total Bid Price</b>	
<b>Signature</b>	
<b>Date</b>	

**ADDENDA ACKNOWLEDGEMENT – REQUIRED IF THERE WERE ADDENDA ISSUED:**

Bidder acknowledges receipt of Addendum # \_\_\_\_\_ on \_\_\_\_\_ (date). Initials \_\_\_\_\_

Bidder acknowledges receipt of Addendum # \_\_\_\_\_ on \_\_\_\_\_ (date). Initials \_\_\_\_\_

Bidder acknowledges receipt of Addendum # \_\_\_\_\_ on \_\_\_\_\_ (date). Initials \_\_\_\_\_

Bidder acknowledges receipt of Addendum # \_\_\_\_\_ on \_\_\_\_\_ (date). Initials \_\_\_\_\_

If no addenda were issued, leave this section blank.

METROPOLITAN ST LOUIS SEWER DISTRICT  
 Bid Form/Rate Card  
 Request for Proposal 1484  
 Temporary Staffing Services-IT Department

#	Description	Experience Level	Unit of Measure	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	
1	Oracle Cloud Business Intelligence, Database Analyst, and Application Administrator and Application Administrator	1-3 Years	HR					
1	Oracle Cloud Business Intelligence, Database Analyst, and Application Administrator and Application Administrator	4-7 Years	HR					
1	Oracle Cloud Business Intelligence, Database Analyst, and Application Administrator and Application Administrator	8+ Years	HR					
2	Senior Business Intelligence (BI) Welder and Tableau Developer and System Administrator Developer and System	1-3 Years	HR					
2	Senior Business Intelligence (BI) Welder and Tableau Developer and System Administrator Developer and System	4-7 Years	HR					
2	Senior Business Intelligence (BI) Welder and Tableau Developer and System Administrator Developer and System	8+ Years	HR					
3	Robotic Process Automation – RPA Developer	1-3 Years	HR					
3	Robotic Process Automation – RPA Developer	4-7 Years	HR					
3	Robotic Process Automation – RPA Developer	8+ Years	HR					
4	Developer Maximo Application Suite - MAS	1-3 Years	HR					
4	Developer Maximo Application Suite - MAS	4-7 Years	HR					
4	Developer Maximo Application Suite - MAS	8+ Years	HR					
5	SharePoint Programmer Analyst	1-3 Years	HR					
5	SharePoint Programmer Analyst	4-7 Years	HR					
5	SharePoint Programmer Analyst	8+ Years	HR					
6	Developer Oracle Fusion – Financial, Procurement, Projects	1-3 Years	HR					
6	Developer Oracle Fusion – Financial, Procurement, Projects	4-7 Years	HR					
6	Developer Oracle Fusion – Financial, Procurement, Projects	8+ Years	HR					
7	Developer Oracle Fusion -HCM	1-3 Years	HR					
7	Developer Oracle Fusion -HCM	4-7 Years	HR					
7	Developer Oracle Fusion -HCM	8+ Years	HR					
8	Developer ArcGIS Application Suite	1-3 Years	HR					
8	Developer ArcGIS Application Suite	4-7 Years	HR					
8	Developer ArcGIS Application Suite	8+ Years	HR					
9	Programmer Analyst-Application Administrator	1-3 Years	HR					
9	Programmer Analyst-Application Administrator	4-7 Years	HR					
9	Programmer Analyst-Application Administrator	8+ Years	HR					
10	Project Manager	1-3 Years	HR					
10	Project Manager	4-7 Years	HR					
10	Project Manager	8+ Years	HR					
11	Scrum Master	1-3 Years	HR					
11	Scrum Master	4-7 Years	HR					
11	Scrum Master	8+ Years	HR					
12	Database Analyst	1-3 Years	HR					
12	Database Analyst	4-7 Years	HR					
12	Database Analyst	8+ Years	HR					
13	Business Intelligence Developer	1-3 Years	HR					
13	Business Intelligence Developer	4-7 Years	HR					
13	Business Intelligence Developer	8+ Years	HR					
14	User Interface/User Experience Front-End Developer	1-3 Years	HR					
14	User Interface/User Experience Front-End Developer	4-7 Years	HR					
14	User Interface/User Experience Front-End Developer	8+ Years	HR					
15	Back-End and Application Programming Interface Developer	1-3 Years	HR					
15	Back-End and Application Programming Interface Developer	4-7 Years	HR					
15	Back-End and Application Programming Interface Developer	8+ Years	HR					

METROPOLITAN ST LOUIS SEWER DISTRICT  
Bid Form/Rate Card  
Request for Proposal 1484  
Temporary Staffing Services-IT Department

**Notes: Enter billable Hourly Rate per Specification Clause H. Proposer Requirements, 7. Rate Card. This can be found on page 11-12 of the Specifications.**

All pricing should be FOB Delivered, St. Louis MO. The District will not pay freight.

List your FOB Delivered unit, list, and extended pricing in designated columns

Bids will be evaluated using these bid prices in conjunction with the evaluation procedures established in the Specifications.

Bid form available upon request in Excel format. Email request to jgriffin@stlmsd.com

<b>Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged: (List Addenda by Addendum Number and Date)</b>
<b>Supplier Name:</b>
<b>Completed by (Print):</b>
<b>Completed by (Signature):</b>
<b>Date:</b>