

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT
PURCHASING DIVISION
REQUEST FOR PROPOSAL 1570
ACTUARIAL SERVICES FOR WORKERS COMPENSATION & WATER
STUDIES**

**SECTION 1 of 3
TERMS AND CONDITIONS**

**Submittal of Questions:
See Paragraph 2.3, Terms & Conditions**

**Addenda:
See Paragraph 2.4, 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: 10:00 AM., November 16th, 2026

IMPORTANT NOTICE

Please visit our website:
www.msdpjectclear.org, "DOING BUSINESS WITH US", Click on
"View Bid Opportunities" (Public Jobs), to register & view bid
opportunities online.

Malik Fazil
Purchasing Agent
Phone: 314 768-2764
E-mail: mfazil@stlmsd.com

Published: October 2nd, 2026

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
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 or [call](tel:3146780087) (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 website home page. The browser address bar displays <https://www.stlmsdplanroom.com>. The navigation bar includes links for Home, Contact Us, and Billing Customer Service: 1 (314) 281-5737, along with an email address: billingquest@stlmsd.com. The Planroom logo is prominently displayed, featuring the text "project clear" with "wastewater + stormwater" underneath. A large blue banner with the word "Planroom" in white is visible. On the left sidebar, the "Public Jobs" link is highlighted with a red rectangle. Below this, there are links for "Private Jobs" and "Job Calendar". A login section is also present, with fields for Username and Password. The main content area features a large image of a sewer pipe and the text "WELCOME TO OUR PLANROOM" followed by the tagline "Fast and easy access to our projects anytime, anywhere. View drawings, order prints, upload files and much more." A "Have a question?" link is located in the bottom right corner of the main content area. The Windows taskbar at the bottom shows the search bar, task view button, and several open applications including "Instructions for Bid..." and "Metropolitan St. Lo...". The system tray displays the date and time as 1:28 PM on 7/13/2022, along with weather information: 87°F Mostly sunny.

The screenshot shows the Planroom website's "Public Jobs" page. The browser address bar displays <https://www.stlmsdplanroom.com/jobs/public>. The navigation bar is identical to the previous screenshot. The Planroom logo is also present. A large blue banner with the word "Planroom" in white is visible. On the left sidebar, the "Public Jobs" link is highlighted with a red rectangle. Below this, there are links for "Private Jobs" and "Job Calendar". A login section is also present, with fields for Username and Password. The main content area features a large image of a sewer pipe and the text "WELCOME TO OUR PLANROOM" followed by the tagline "Fast and easy access to our projects anytime, anywhere. View drawings, order prints, upload files and much more." A "Have a question?" link is located in the bottom right corner of the main content area. The Windows taskbar at the bottom shows the search bar, task view button, and several open applications including "Instructions for Bid..." and "Public Jobs :: Metro...". The system tray displays the date and time as 1:29 PM on 7/13/2022, along with weather information: 87°F Mostly sunny.

Public Jobs

Type to search... Status: All

Sort by Date Posted

13722-015.1 S 7th St 1316 Combined Sewer Repair (IR)

METROPOLITAN ST LOUIS SEWER DISTRICT

LOCATED WEST OF SOUTH BROADWAY STREET AND SOUTH OF CHOUTEAU AVENUE, IN THE CITY OF ST. LOUIS, MISSOURI

Contract consists of the construction of approximately 32 lineal feet of 36-inch diameter pipe sewers and appurtenances to be constructed

Bids due in 41 days
8/23/22 2:00pm
Electronic bidding

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

The screenshot shows the Planroom website interface. The main header is a dark blue banner with the word "Planroom" in white. Below the header, the left sidebar contains navigation links: Planroom Home, Public Jobs, Private Jobs, Job Calendar, Shopping Cart, and Download Queue. The main content area displays the job title "13722-015.1 S 7th St 1316 Combined Sewer Repair (IR)" and a description: "Contract consists of the construction of approximately 32 lineal feet of 36-inch diameter pipe sewers and appurtenances to be constructed". Below the description, there is a navigation bar with tabs: Details, Plans & Specs, Addenda, Plan Holders, and Submit Bid. The "Submit Bid" tab is highlighted with a red box. To the right of the tabs, there is a "Status" section showing "Accepting Bids" and a "Bid Date" of "8/23/22 2:00pm". There is also a "Company & Contacts" section for the Metropolitan St Louis Sewer District and a "Location" section. The bottom of the page shows a Windows taskbar with the search bar and several open applications.

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

The screenshot shows the Planroom website interface, specifically the "Submit Bid" page. The main header is a dark blue banner with the word "Planroom" in white. Below the header, the left sidebar contains navigation links: Planroom Home, Public Jobs, Private Jobs, Job Calendar, Manage My Account, Shopping Cart, and Download Queue. The main content area displays the job title "13722-015.1 S 7th St 1316 Combined Sewer Repair (IR)" and a description: "Contract consists of the construction of approximately 32 lineal feet of 36-inch diameter pipe sewers and appurtenances to be constructed". Below the description, there is a navigation bar with tabs: Details, Plans & Specs, Addenda, Plan Holders, Submit Bid, and Pre-bids. The "Submit Bid" tab is highlighted with a red box. Below the tabs, there is a blue banner with the text "The submission deadline is Tuesday, August 23 at 2:00 pm CDT". Below this, there is a section titled "Your profile" with a yellow background and the text "Please verify your bidder information". This section is highlighted with a red box. Below the "Your profile" section, there is a form field for "Company name". The bottom of the page shows a Windows taskbar with the search bar and several open applications.

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

Submit Bid :: 13722-0151 S 7th

https://www.stimsdplanroom.com/jobs/3800/bidding/submit?slug=13722-0151-s-7th-st-1316-combined-sewer-repair-ir

Managed favorites Suggested Sites Other favorites

Shopping Cart
Items: 0 Total: \$0.00
View Cart & Checkout

Download Queue
Items: 0 Total: \$0.00
View Download Queue

Login
You are logged in as **bschubert**
Manage my account
Logout

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

Email

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?

Type here to search

Submit Bid :: 13722... Instructions for Bid...

87°F Mostly sunny 1:42 PM 7/13/2022

Submit your response to the following contact.

Company **The Metropolitan St. Louis Sewer District**
 Buyer **Abdul Fazil**
 Location **2350 Market Street**
Saint Louis, MO 63103 2555 Saint Louis (Ind City)
UNITED STATES
 Phone
 Fax
 E-mail **mfazil@stlmsd.com**

When submitting your response, include the following information.

Your Company Name	
Company Site (Optional)	
Address	
Contact Details	
Response Valid Until (Optional)	
Response Type	☐ Primary ☐ Alternate <i>(This negotiation allows you to submit multiple responses. Mark this as your primary response or an alternate one.)</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)*

Comments:

2.2 Section 2. Statement of Work

- *1. Statement of Work attached.

Select one of the following:-

- ☐ a. We have reviewed the statement of work.

Contract Terms and Conditions

1 GENERAL:	11
1 1 ISSUING OFFICE:	11
1 2 GENERAL INFORMATION:	11
1 3 SCHEDULE OF ACTIVITIES:	11
1 4 GENERAL CONTRACT TERM:	11
2 RESPONDING TO THIS SOLICITATION:	11
2 1 SUBMITTING YOUR PROPOSAL:	11
2 2 PROPOSALS MUST BE VALID FOR 120 DAYS:	12
2 3 QUESTIONS/CLARIFICATIONS REGARDING THIS SOLICITATION:	12
2 4 ADDENDUM(S):	12
2 5 REFERENCES:	12
2 6 ALTERATION OF SOLICITATION:	13
2 7 WITHDRAWAL OF PROPOSALS:	13
2 8 REJECTION OF PROPOSALS:	13
2 9 PROTESTS:	13
2 10 INCURRING COSTS:	13
2 11 RESPONSE MATERIAL OWNERSHIP:	13
2 12 RIGHTS IN DATA, DOCUMENTS, AND SOFTWARE SUBMITTED WITH PROPOSAL (DISTRICT-OWNERSHIP):	13
2 13 COLLUSION CLAUSE:	13
2 14 FUNDS:	14
2 15 SUBMISSION OF INVOICES:	14
2 16 MISTAKES IN BIDS:	14
2 17 TAX EXEMPTION:	15
2 18 SPECIFICATIONS:	15
2 19 TRANSMITTAL LETTER:	15
2 20 FORMAT OF PROPOSAL:	15
2 21 ADDITIONAL INFORMATION ABOUT THE EVALUATION PROCESS:	15
3 MINORITY AND WOMEN BUSINESS OWNED UTILIZATION PROGRAMS:	16
3 1 PROFESSIONAL SERVICES PROJECTS SCORING MULTIPLIER WORKSHEET:	16
3 2 PROFESSIONAL SERVICES PROJECTS - MWBE WORKFORCE UTILIZATION:	16
4 ADDITIONAL REQUIREMENTS FOR THIS SOLICITATION:	16
4 1 PAYMENT TERMS:	16
4 2 CONFLICT OF INTEREST:	16
4 3 CONTRACTOR, CONSULTANTS AND SERVICE PROVIDER BUSINESS EXPENSE REIMBURSEMENT POLICY:	16
5 QUALIFICATIONS:	17
5 1 INSURANCE:	17
5 2 RESPONSIBILITY:	17
5 3 COMPLIANCE WITH DISTRICT ORDINANCES, CONTRACTS OR CHANGES:	17
5 4 MISREPRESENTATIONS & DISQUALIFICATIONS:	18
6 AWARDING THE BID:	18
6 1 AWARDING TO MULTIPLE VENDORS:	18
6 2 AWARDING THIS SOLICITATION:	18
6 3 NON-RESPONSIVE AND RESPONSIBLE BIDS AS DETERMINED BY THE DISTRICT:	18
6 4 CONTRACT DOCUMENTS:	18
7 LEGAL CONSIDERATIONS:	19

<u>7 1 ASSIGNMENT:</u>	<u>19</u>
<u>7 2 PUBLIC OFFICIAL NOT PERSONALLY LIABLE:</u>	<u>19</u>
<u>7 3 NON-DISCRIMINATION IN EMPLOYMENT:</u>	<u>19</u>
<u>7 4 HOLD HARMLESS:</u>	<u>19</u>
<u>7 5 INDEMNIFICATION:</u>	<u>19</u>
<u>7 6 APPLICABLE LAW:</u>	<u>20</u>
<u>7 7 FORCE MAJEURE:</u>	<u>20</u>
<u>7 8 OPEN RECORDS - SUNSHINE LAW:</u>	<u>20</u>
<u>8 TERMINATION:</u>	<u>20</u>
<u>8 1 TERMINATION FOR CONVENIENCE:</u>	<u>20</u>
<u>8 2 TERMINATION FOR DEFAULT:</u>	<u>21</u>
<u>9 POST-CONTRACT REQUIREMENTS:</u>	<u>21</u>
<u>9 1 AUDITING OF INVOICES:</u>	<u>21</u>
<u>9 2 AUDITS/INSPECTIONS:</u>	<u>21</u>

1 GENERAL:

1.1 ISSUING OFFICE:

The Metropolitan St. Louis Sewer District, Purchasing Division, issues this Request for Proposal. All contact regarding this RFP is to be directed to:

Malik Fazil
2350 Market Street
St. Louis, MO 63103
Phone: 314/768|2764
E-mail: mfazil@stlmsd.com

1.2 GENERAL INFORMATION

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified individuals and firms interested in providing **Actuarial Services for Workers' Compensation and Water Backup Studies**.

1.3 SCHEDULE OF ACTIVITIES:

ACTIVITY/DATE:

- Proposals due: **10:00 a.m., Monday, November 16th, 2026**
- Oral Presentations at the invitation of the District: If needed-TBD

The above dates are target dates and may change.

1.4 GENERAL CONTRACT TERM:

- The Metropolitan St. Louis Sewer District (District) desires to enter into a one-year Contract with four(4) possible option years for **Actuarial Services**. Each option is exercisable at the sole discretion of the District. Additionally, the District will retain the right to extend the Contract for a period of up to six (6) months beyond the initial five (5) year term. The extension is to be exercisable by written notice to the District. The extension is to be exercisable by written notice to the Proposer prior to the expiration of the Contract. Pricing for the extension period will be at the final option year pricing.

2 RESPONDING TO THIS SOLICITATION:

2.1 SUBMITTING YOUR PROPOSAL:

The Purchasing Division, Metropolitan St. Louis Sewer District, 2350 Market Street, St. Louis, MO 63103, must receive proposals no later than **10:00 a.m. on Monday, November 16th, 2026**. Delivery of the proposal is the sole responsibility of the Proposer. Any proposal received after the appointed time will be determined nonresponsive and will not be opened. Proposals must be submitted in four copies, one of which must be an original and marked. The proposals must be in a sealed package and marked in bold letters "RFP 1570 - Actuarial Services". In addition to the hard copies, bidders should include an electronic file (PDF preferred) with their submission via flash drive. Please do not copy several files onto your disk. Merge any stand-alone files.

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

2 2 PROPOSALS MUST BE VALID FOR 120 DAYS:

All proposals submitted must be valid for a minimum of one hundred twenty (120) calendar days from the date of the proposal opening. If the evaluation process extends beyond one hundred twenty (120) calendar days from the date following proposal opening the District will ask the Proposer to verify their proposal prior to an award being made. The District will endeavor to make the award before the end of the one hundred twenty (120) day period.

2 3 QUESTIONS/CLARIFICATIONS REGARDING THIS SOLICITATION:

All questions concerning this solicitation and specifications must be submitted and received via email, in writing, to **Malik Fazil at mfazil@stlmsd.com no later than noon on Friday, October 23, 2026**. 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. Any questions received after the specified date and time above may not receive a timely response. Questions received after this date are not guaranteed a response. The District reserves the right to decline responses to any questions received after the specified date and time.

2 4 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 5 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 6 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 7 WITHDRAWAL OF PROPOSALS:

Any Proposer may withdraw his/her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety days after the scheduled closing time for the receipt of proposals.

2 8 REJECTION OF PROPOSALS:

The District reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the District to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

2 9 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 10 INCURRING COSTS:

The District shall not be obligated or be liable for any cost incurred by Proposers prior to issuance of a Contract. All costs to prepare and submit a response to this solicitation shall be borne by the Proposer.

2 11 RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of the Metropolitan St. Louis Sewer District. Proposals will become public records and maybe reviewed by any person, after execution of the contract(s), subject to the terms of this solicitation.

2 12 RIGHTS IN DATA, DOCUMENTS, AND SOFTWARE SUBMITTED WITH PROPOSAL (DISTRICT-OWNERSHIP):

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by proposer in the performance of its obligations under this contract shall be the exclusive property of the District and all such materials shall be delivered to the District by the proposer upon completion, termination or cancellation of this contract. Proposer may, at its own expense, keep copies of all its writing for its personal files. Proposer shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Proposer's obligations under this contract without prior written consent of the District; provided, however, that the proposer shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

2 13 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 14 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.

2 15 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.

2 16 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 17 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.

2 18 SPECIFICATIONS

Attached to this RFP 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.

2 19 TRANSMITTAL LETTER:

All Proposers should submit a transmittal letter prepared on the Proposer's letterhead. The letter must be signed by an individual who is authorized to bind the Proposer to all statements, services, and prices contained in the proposal for both the primary and any subcontractors. In addition, a letter from any sub-proposer to be used in the service should be included. This letter will be signed by an individual who is authorized to bind the Proposer and should give a brief description of the work they are to perform.

Failure to include the transmittal letter with your bid or proposal may render your bid or proposal non-responsive.

2 20 FORMAT OF PROPOSAL:

Proposals are to be kept within 30 pages with a minimum font size of 11. The 30 page limit does not include cover or transmittal letters, addenda acknowledgments, table of contents, appendices, sample reports or additional requirement forms.

Any proposal not structured in the manner described and not addressing all issues may be rejected as non-responsive.

2 21 ADDITIONAL INFORMATION ABOUT THE EVALUATION PROCESS:

Failure of the Proposer to provide in their proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

During the evaluation process, discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. It will be the recommendation of the evaluation committee if discussions for clarification are needed.

The objective of the evaluation committee will be to recommend the Proposers whose proposal is most responsible and responsive to the District's needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response.

As part of the evaluation process, Proposers may be asked to make oral presentations or to make their facilities available for a site inspection by the evaluation committee. Such presentations and/or site visits

will be at the Proposer's expense.

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.msdpjectclear.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).

4 3 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.

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 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 2 AWARDING THIS SOLICITATION:

The cost of operating and supporting a system or major item over its useful life may be substantial and in some cases the life cycle operating cost and maintenance cost are greater than the acquisition cost. When evaluating bids, the District may take into account the total cost associated with owning and maintaining the equipment or supplies in this bid. The District may also consider lead times, warranty periods, repair location proximity, and other factors as stated in the bid package. The District reserves the right to evaluate the bid on the total cost to the District and not just 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, and past performance of supplier.

The bidder to whom the contract is awarded shall sign one (1) copy of the contract and return (and bond if applicable) to the District within ten (10) business days after written notification that their bid has been accepted. If any bidder to whom a contract is awarded shall fail to enter into a contract or furnish an approved Contract Bond, the bid may be rejected based on being not responsible.

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 CONTRACT DOCUMENTS:

The final Contract between the District and the Proposer will include by reference:

- Proposal submitted
- Terms and Conditions and the Specifications contained in this RFP
- Price Agreement

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Manager.

No other individual is authorized to modify the Contract in any manner.

7 LEGAL CONSIDERATIONS:

7 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.

7 2 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.

7 3 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.

7 4 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.

7 5 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.

7 6 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.

7 7 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 8 OPEN RECORDS - SUNSHINE LAW

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

8 TERMINATION:

8 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.

8 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.

9 POST-CONTRACT REQUIREMENTS:

9 1 AUDITING OF INVOICES:

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 Proposer charged the District a price higher than the Proposal price the Proposer will reimburse the District the amount of the overcharge.

9 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

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



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
- b. **Missouri State Office of Equal Opportunity** | 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 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 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 1st – March 30th ends quarter (**report due April 10th**)
- b. April 1st – June 30th ends quarter (**report due July 10th**)
- c. July 1st – September 30th ends quarter (**report due October 10th**)
- d. October 1st – December 31st ends quarter (**report due January 10th**)

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 1st 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.

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT
PURCHASING DIVISION
REQUEST FOR PROPOSAL 1570
ACTUARIAL SERVICES FOR WORKERS COMPENSATION & WATER
STUDIES**

**SECTION 2 of 3
Technical Specifications / Scope of Work**

**Submittal of Questions:
See Paragraph 2.3, Terms & Conditions**

**Addenda:
See Paragraph 2.4, 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: 10:00 AM., November 16th, 2026

IMPORTANT NOTICE

Please visit our website:
www.msdprouectclear.org, "DOING BUSINESS WITH US", Click on
"View Bid Opportunities" (Public Jobs), to register & view bid
opportunities online.

Malik Fazil
Purchasing Agent
Phone: 314 768 2764
E-mail: mfazil@stlmsd.com

Published: October 2nd, 2026

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT
PURCHASING DIVISION
REQUEST FOR PROPOSAL 1570
ACTUARIAL SERVICES FOR WORKERS COMPENSATION
AND WATER BACKUP STUDIES**

1. BACKGROUND INFORMATION:

Please visit our website at: www.stlmsd.com for more information about MSD.

2. INTRODUCTION:

The Metropolitan St. Louis Sewer District, which provides wastewater treatment and stormwater management services for the St. Louis metropolitan area is requesting proposals from companies that specialize in accredited Workers Compensation Actuarial Services, General/Auto Liability Actuarial Services and Water Backup Liability Actuarial Services.

3. DESCRIPTION OF THE PROGRAM:

The focus of the actuarial will be on the General Insurance Fund and the Water Backup Reimbursement Fund administered by the District.

The Workers Compensation Fund which was adopted by ordinance in 2012 provided reimbursement to employees for workers compensation injuries. The Workers Compensation Fund was expanded and changed to the General Insurance Fund by ordinance in 2015 to include workers compensation, general liability/auto liability and property insurance. The General Insurance Fund provides reimbursement to employees for workers compensation injuries, reimbursement to third parties for liability claims and reimbursement to the General Fund for property damage caused by all perils including flood and earth movement.

The District is self-insured and carries excess workers compensation insurance with a \$500,000 deductible per injury reported.

The District maintains general liability, auto liability and property insurance with \$100,000 deductibles. Flood and earth movement under the property insurance have an SIR of \$500,000.

The District provides wastewater treatment and storm water management for the St. Louis metropolitan area. The Wastewater Backup Insurance and Reimbursement Fund (Fund) is administered by the District. The Fund was adopted by ordinance in 1999 and provides reimbursement to rate payers for property loss related to wastewater backups through public sewer, collection system failures and overcharged sewer systems caused by rain or flooding events.

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT
PURCHASING DIVISION
REQUEST FOR PROPOSAL 1570
ACTUARIAL SERVICES FOR WORKERS COMPENSATION
AND WATER BACKUP STUDIES**

The District is self-insured and carries excess water backup insurance with an aggregate deductible of \$7,000,000.

The District provides ratepayers one hundred percent reimbursement at actual cash value for loss associated with backups occurring from public sewers (blocked mains) and collection system failures (sewer backups). When a water backup is caused by a rain event as a result of an overcharged collection system, the District will provide insurance with current limits of \$3,000 per occurrence, with a \$100 deductible, based upon the actual cash value of the loss. The \$3,000 loss limit has been in place since 3/1/2014. From 7/1/2003 to 2/28/2014 the loss limit was \$2,500 and before 7/1/2003 the loss limit was \$2,000.

4. THIRD PARTY CLAIMS ADMINISTRATION:

All claims involving workers compensation are handled by an independent third-party administrator referred to as Thomas McGee, L.C. In addition to providing claims handling the TPA also records all expenses associated with a claim, providing an estimate of potential payout on open claims referred to as a reserve. The TPA will provide data required for actuarial studies.

5. LOSS HISTORY:

Loss history for last ten years is being provided (See Attachment A). The Districts TPA will provide detailed loss data for the analysis.

6. SELF RETENTION:

District currently retains the first \$500,000 of each claim involving workers compensation. District retains \$100,000 on liability and property claims. District currently retains the first \$6,500,000 aggregate for claims resulting from water backups.

7. PURPOSE:

The purpose of the actuarial

- Is to determine the feasibility for the District to increase the self-insured retention on the workers compensation program, the self-insured retention on liability program and self-insure the water backup program.
- Provide loss reserve studies on an annual basis for workers compensation, general/auto liability and water backup liability.
- Provide analysis for compliance with Governmental Accounting Standards Board statement numbers 10 and 30 for public sector self-insured.

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT
PURCHASING DIVISION
REQUEST FOR PROPOSAL 1570
ACTUARIAL SERVICES FOR WORKERS COMPENSATION
AND WATER BACKUP STUDIES**

- Provide analysis of the adequacy of reserves for the self-insurance funds. Provide an annual projection of future costs for workers compensation, general/auto liability and water backup liability.

The water backup analysis needs to project expected funding requirements based upon historic loss information, by fiscal year. As part of this funding analysis develop losses to their ultimate level. At least two methodologies should be used to develop ultimate losses.

A loss development technique using actual reported loss experience under the past insurance program to develop factors that are based upon the Districts actual data.

A second method, such as a Bomhuetter-Ferguson (B-F) technique, should be used to estimate ultimate losses using a combination of expected losses (Number of Customers x Expected Loss Cost) and loss development techniques. The selected analysis must produce a frequency distribution with a mean expected annual claim count and a severity distribution with a mean per claim payment amount and a standard deviation amount. The analysis needs to determine the range of possible outcomes using a Monte Carlo simulation (or similar technique).

A different approach may be needed for the overcharge coverage. Since overcharge is going to be triggered by a rain event or flooding event, each iteration needs to simulate the number of rain events in a year. Then the amount of rainfall in each rain event needs to be simulated and the number of claims from that rain event needs to be calculated. The average severity for each claim should be used to generate the aggregate payment cost for the year.

8. FEES & PRICING SCHEDULES:

Submit fees by actuary study (i.e. water backup cost, workers compensation cost, liability cost) for the initial analysis for the first year of the contract and fees for updated analyses for the option years.

9. SUBMITTALS:

- Outline of data the District needs to provide to enable your company to complete the analysis.
- Provide an overview of your actuarial practice, including the principles that guide your work product.
- Describe in the proposal the overall process that will be used to analyze the data.

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT
PURCHASING DIVISION
REQUEST FOR PROPOSAL 1570
ACTUARIAL SERVICES FOR WORKERS COMPENSATION
AND WATER BACKUP STUDIES**

- Provide a statement description of each projection method that will be used to analyze the District data.
- Provide a copy of resumes and accreditations of the actuaries that will be assigned to this project.
- Summarize in the proposal characteristics that differentiate you analysis from your competitors.
- Provide a sample report, similar to what you would create for the District.
- Provide five references of current actuarial clients.
- Provide a total cost of analysis including an hourly rate with a not to exceed amount.

10. SUBMISSION OF PROPOSAL:

10.1 TRANSMITTAL LETTER:

All Proposers must submit a transmittal letter prepared on the Proposer's letterhead. The letter must be signed by an individual who is authorized to bind this firm to all statements, services, and prices contained in the proposal for both the primary and subcontractors. In addition, a letter from any sub-proposer to be used in the service should be included. This letter must be signed by an individual who is authorized to bind the firm and should give a brief description of the work they are to perform.

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT
PURCHASING DIVISION
REQUEST FOR PROPOSAL 1570
ACTUARIAL SERVICES FOR WORKERS COMPENSATION
AND WATER BACKUP STUDIES**

11. EVALUATION CRITERIA:

Criteria	Weighted Average
Criteria #1: Experience and reliability of the Proposer organization and qualifications of the personnel proposed to perform the requirements of this RFP.	35%
Criteria #2: Fee schedule and total cost.	35%
Criteria #3: Accreditation.	20%
Criteria #4: Quality of the written communication skills evident from the proposal.	10%

Failure of the Proposer to provide in his/her proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

During the evaluation process, discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. It will be the recommendation of the evaluation committee if discussions for clarification are needed.

The objective of the evaluation committee will be to recommend the Proposers whose proposal is most responsive to the District's needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response.

As part of the overall evaluation process, Proposers may be asked to make oral presentations or to make their facilities available for a site inspection by the evaluation committee. Such presentations and or site visits will be at the Proposer's expense.

**THE METROPOLITAN ST. LOUIS SEWER DISTRICT
PURCHASING DIVISION
REQUEST FOR PROPOSAL 1570
ACTUARIAL SERVICES FOR WORKERS COMPENSATION & WATER
STUDIES**

**SECTION 3 of 3
Additional Requirements & Forms**

**THESE DOCUMENTS SHOULD BE SUBMITTED WITH YOUR BID
Failure to include these documents with your bid or proposal may
render your bid or proposal non-responsive.**

**Submittal of Questions:
See Paragraph 2.3, Terms & Conditions**

**Addenda:
See Paragraph 2.4, 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: 10:00 AM., November 16th, 2026

IMPORTANT NOTICE

Please visit our website:
www.msprojectclear.org, "DOING BUSINESS WITH US", Click on
"View Bid Opportunities" (Public Jobs), to register & view bid
opportunities online.

Malik Fazil
Purchasing Agent
Phone: 314 768 2764
E-mail: mfazil@stlmsd.com

Published: August 19th, 2025

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 #3

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: _____

Reference #2

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: _____



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 APRIL 10, 2026

MSD BOARD OF TRUSTEES & DIRECTORS		
Trustee/Director	Name of Firm, Organization or Company	Affiliation
Todd J. Aschbacher <i>Director</i>	Association of Corporate Counsel (ACC)	Member
	Association of Missouri Cleanwater Agencies (AMCA)	Member
	Bar Association of Metropolitan St. Louis (BAMSL)	Member
	Missouri Bar Association	Member
	National Association of Cleanwater Agencies (NACWA)	Member
Bret A. Berthold <i>Executive Director</i>	Academy of Mechanical and Aerospace Engineers (Missouri University of Science and Technology)	Member
	American Water Works Association (AWWA)	Member
	Engineers Club of St. Louis	Member
	Missouri Water Environment Association	Member
	National Association of Clean Water Agencies (NACWA)	Member
	The Circle Club	Member
Nashad Carrington <i>Trustee</i>	Water Environment Federation	Member
	AGROGrowth Ventures, LLLP	Managing Partner
	Alabama Bar Association	Member
	Girl Scouts of Eastern Missouri	Club Leader
	GRO Farm, LLC	VP - Strategy
	GRO Health Center	Executive Director
	Missouri 4-H	8Pin Club Leader
	Missouri Bar Association	Member
Tracey Coleman <i>Director</i>	The Carrington Firm, LLC	Managing Attorney
	Association for Talent Development	Member
	St. Elizabeth Mother of John the Baptist	Member
Michael Evans <i>Trustee</i>	Society for Human Resource Management	Member
	AFL-CIO Lawyers Coordinating Committee	Member
	Bar Association of Metropolitan St. Louis	Member
	Hartnett Reyes-Jones, LLC	Partner
	International Foundation of Employee Benefit Plans	Member
	Kentucky Bar Association	Member
	Missouri Bar Association	Member
	Senate Democratic Campaign Committee	Treasurer
	St. Louis City Labor Legislative Club	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 APRIL 10, 2026

MSD BOARD OF TRUSTEES & DIRECTORS		
Trustee/Director	Name of Firm, Organization or Company	Affiliation
Marion M. Gee <i>Director</i>	American Water Works Association (AWWA)	Member
	Church on The Rock	Member
	Financial Accounting Foundation	Trustee
	Missouri Government Finance Officers Association	Member
	U.S./Canada Government Finance Officers Association	Member
Ginny Kienstra <i>Director</i>	American Water Works Association (AWWA)	Member
	Information Systems Audit and Control Association	Member
	National Association of Clean Water Agencies (NACWA)	Member
	Water Environment Federation	Member
	Society for Information Management	Member
Elizabeth Kistner <i>Trustee</i>	N/A	
Brian McGownd <i>Director</i>	Missouri Water Environment Association	Member
	Water Environment Association	Member
Greg Nicozisin <i>Trustee</i>	Plumbers & Pipefitters Local 562	Member
Timothy R. Snoke <i>Director</i>	Association of Financial Professionals	Member
	Government Finance Officers Association	Member
	Institute of Management Accountants	Member
	Lutheran High School Association	Board Member
	St. Louis Treasury Management Association	Member
Rich L. Unverferth <i>Director</i>	Engineers Club of St. Louis	Member
	National Association of Clean Water Agencies (NACWA)	Member
	St. Michael the Archangel Catholic Parish	Member
Brian Wahby <i>Trustee</i>	Democratic National Committee	Member
	St. Raymond's Maronite Catholic Church	Member
Brian K. Watson <i>Trustee</i>	Laborers' Local 42	Member
	St. Louis City Labor Legislative Club	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:

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 Shonnah 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: _____



DESIGN PROFESSIONAL SERVICES MSD FORM A-2
MBE / WBE UTILIZATION COST FORM

Prime Consultant (Proposer): _____
☐ RFP / ☐ RFQ Name: _____
☐ RFP / ☐ RFQ Number: _____

MBE / WBE Utilization Plan for MBE and WBE Subconsultants:

Note: Please select MBE or WBE for each sub listed. You must choose either MBE or WBE for Firms who qualify M/WBE certifications.

1) MBE / WBE Firm Name: _____ Certified By: _____ Ethnicity: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Email Address: _____ Phone: _____ Contact Name: _____

Subconsultant to (check one): ☐ Prime ☐ Another Subconsultant (Name: _____)

Description of Scope of Services	Participation Amount	Participation %
_____	\$ _____	_____ %

2) MBE / WBE Firm Name: _____ Certified By: _____ Ethnicity: _____
Firm Address: _____ City: _____ State: _____ Zip Code: _____
Email Address: _____ Phone: _____ Contact Name: _____

Subconsultant to (check one): ☐ Prime ☐ Another Subconsultant (Name: _____)

Description of Scope of Services	Participation Amount	Participation %
_____	\$ _____	_____ %

3) MBE / WBE Firm Name: _____ Certified By: _____ Ethnicity: _____
Firm Address: _____ City: _____ State: _____ Zip Code: _____
Email Address: _____ Phone: _____ Contact Name: _____

Subconsultant to (check one): ☐ Prime ☐ Another Subconsultant (Name: _____)

Description of Scope of Services	Participation Amount	Participation %
_____	\$ _____	_____ %

The utilization plan provided herein will be used for purposes of evaluating goal achievement. Failure to reach the intended goals without acceptable GFE would render the Proposer non-responsive. I certify to meet, exceed or provide GFE to meet Diversity goal Program requirements. **Copy this sheet as needed to list additional MBE's or WBE's.**

Consultant Authorized Signature

Date



METROPOLITAN ST. LOUIS SEWER DISTRICT
FORM C – SUBCONSULTANT UTILIZATION PLAN
FOR MSD PROFESSIONAL SERVICES PROJECTS

Prime Consultant: _____ **Project #:** _____

Contract #: _____ **Project Name:** _____

Instructions to Prime: Please complete the following fields for all subconsultants scheduled to perform work on this project. **DO NOT include any MWBE subconsultants listed on Form A!** If you do not plan to use subconsultants outside of those listed on Form A, please submit the form with “None” entered into the first field only. Duplicate this form as necessary to list all subconsultants.

Subconsultants Name and Address	Phone Number and Email	MBE, WBE, or Non-Certified?	Est. Subconsultant Amount	Provide Scope Description
1.				
2.				
3.				
4.				
5.				
6.				

Prime agrees to report payments made to all listed subconsultants performing work on this project, throughout the term of performance for the project.

Name of Representative

Date

SAMPLE CONTRACT DOCUMENT

Attached is a sample contract document that the District requires the winning bidder to execute

AGREEMENT 1570

This AGREEMENT is made by and between WINNING BIDDER, hereinafter called the “Contractor,” and **THE METROPOLITAN ST. LOUIS SEWER DISTRICT**, hereinafter called the “District.”

WHEREAS the District issued its Request for Quote/Proposal No. 1570 (“RFP”) seeking quotes for the services or materials identified in the RFP;

WHEREAS Contractor submitted a proposal in response to the RFP 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 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 **ACTUARIAL SERVICES FOR WORKERS COMPENSATION & WATER STUDIES** in accordance with the RFP.

Article 2. AGREEMENT DOCUMENTS

The complete Agreement shall be comprised of the following documents:

- (1) this instrument;
 - (2) the District’s Request for Proposal Number 1570; and
 - (3) the Proposal submitted by the Contractor in response to said RFP on November 16th, 2026.
- 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 four (4) option years.

The term of this Agreement will be as follows:

Initial term will commence January 1st, 2027, and expire December 31st, 2027.

If exercised:

First option year may commence January 1st, 2028, and expire December 31st, 2028.

Second option year may commence January 1st, 2029, and expire December 31st, 2029.

Third option year may commence January 1st, 2030, and expire December 31st, 2030.

Fourth option year may commence January 1st, 2031, and expire December 31st, 2031.

Six-month extension may commence January 1st, 2032 and expire June 30th, 2032.

The District may also terminate this Agreement as provided in Article 9 of the Terms and Conditions set forth in the RFP.

Article 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.

Article 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.

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.

Article 10. ASSIGNMENT

The 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.

Reviewed By: ____

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.

WINNING BIDDER

Contractor

By _____ Date _____
Signature

Printed Name

Title

Approved as to Form, Office of General Counsel:

Date

By _____
Todd J. Aschbacher
General Counsel

**THE METROPOLITAN ST. LOUIS
SEWER DISTRICT**

Date

By _____
Steve Trenz
Purchasing Manager

Date

By _____
Marion M. Gee
Director of Finance