



REQUEST FOR BID

X-RAY SCREENING INSPECTION AND SERVICE

IN GATEWAY ARCH NATIONAL PARK VISITOR CENTER

SUBMITTAL DUE DATE: April 23, 2021, 9:00 AM Prevailing Central Time

SUBMITTAL LOCATION: Great Rivers Greenway
3745 Foundry Way, Suite 253
St. Louis, Missouri 63301

Questions or information related to this request should be directed to:

Ben Grossman
Director of Greenway Operations
Email: bgrossman@grgstl.org
Website: <https://greatriversgreenway.org/job-bids/>

BACKGROUND

Great Rivers Greenway District (the “District”), is a multi-jurisdictional political subdivision including the City of St. Louis, St. Louis County and St. Charles County. The primary purpose of the District is to improve the quality of life throughout the St. Louis region by developing a public system of interconnected greenways, trails and parks.

The CityArchRiver Project is a public-private partnership that includes the National Park Service (NPS), the District, the City of St. Louis, Bi-State Development Agency, the Jefferson National Parks Association, the Gateway Arch Park Foundation and many other agencies and groups on both sides of the Mississippi River. This project is making St. Louis’ beloved Gateway Arch easier and safer for everyone to experience by connecting, invigorating, and expanding the park’s grounds, museums, and Leonor K. Sullivan Boulevard and Kiener Plaza.

SCOPE OF WORK

The District is seeking bids from qualified firms for the proprietary hardware/software to perform on-site PMI/RAD Survey on Hi-Scan 6040i X-ray units in the Gateway Arch National Park Visitor Center. NPS operates Five of these units, serial numbers 88227, 149416, 149429, 153067, 153074. Firm to provide unit cost for the inspection for an individual unit. District is seeking bids to perform these services on-site in 2021 through 2023. Firm is to provide certification of PMI and Radiation Survey.

The District is also seeking on-call service for diagnosis and repair of the above-mentioned units. Bid would be for an hourly rate for a technician. Materials would be billed separately and dependent upon

needs. Times of service to be completed during normal hours of operation and be scheduled in advance.

SECURITY REVIEW

Prior to entry into the Gateway Arch National Park facilities, the selected contractor shall submit the Name, Social Security Number, Date of Birth, Place of Birth, Address, and Valid Driver's License of each employee performing work to a contract to be designated by the District, and shall have the employees fill out questionnaires and other forms required for security.

All work personnel will be required to wear a Government-issued identification badge at all times when on site regardless of duration of work. Onsite personnel will require a background check and identification badge administered and issued by the National Park Service. Any work performed inside the visitor center, museum or other facility will be required to be escorted at all times.

All vehicles entering the Park shall comply with security requirements including providing license plate information ahead of time and complying with onsite security personnel for loading and unloading.

Identification badges may take up to 24 hours to issue. Delays in work due to the selected firm's personnel not having the required Government-issued identification badge shall be at no cost to the District or the National Park Service

MINORITY AND WOMEN BUSINESS ENTERPRISE POLICIES

It is the policy of the District that minority and women-owned businesses shall have the maximum opportunity to participate in the performance of contracts utilizing District funds.

Minority and Women Business Enterprise goals of 25/5% have been established by the District; i.e. 25% of the total contract amount to be awarded to Minority Business Enterprises (MBE) and 5% of the total contact amount to be awarded to Women Business Enterprises (WBE). It is the prospective consultant's responsibility to make a sufficient portion of the work available to sub-contractors to meet the goal, consistent with the availability and capacities of MBE and WBE firms. The District reserves the right to negotiate contract participation with qualified respondents.

Proposed DBE/WBE firms either as prime contractor or sub-contractors must be certified by one or more of the following agencies on or before the date of the submission of qualifications:

- Missouri Division of Purchasing and Materials Management
- City of St. Louis: Disadvantage Business Enterprise Program
- St. Louis Minority Business Council

WORK AUTHORIZATION

Any contracts awarded pursuant to this RFB shall require bidders to execute and deliver to the District an affidavit confirming the bidder's enrollment in the E-Verify federal work authorization program pursuant to Sections 285.525 and 285.530 RSMo and a copy of the bidder's E-Verify MOU. Bidders shall not be required to execute the affidavit and supply an E-verify MOU copy if either (i) the compensation to be paid under the

contract is \$5,000 or less, or (ii) the bidder does not have any employees (though an affidavit attesting that the bidder has no employees will still be required).

INSURANCE REQUIREMENTS

Firm shall maintain comprehensive general liability insurance, automobile liability insurance, and property liability insurance and worker's compensation as outlined in the draft contract attached in Exhibit A. The District shall be named as an additional insured on the firm's comprehensive general liability insurance, automobile liability insurance, and property liability insurance policies. Bidders should address any material variances from the insurance requirements contained in Exhibit A in their bids to the District.

INSTRUCTIONS FOR PREPARING BIDS

Submittals should contain the following information:

- Unit pricing for the scope of work as cost per unit inspection.
- Hourly rate for service calls.
- Any exceptions from the scope of work or contract.
- MBE/WBE/DBE status of firm or sub-contractors, if any.
- Project descriptions for three (3) recent projects with a similar scale and scope performed by the firm within the last five (5) years. Include the following:
 - Provide name of client (include contact information)
 - Description of projects.
 - Services provided.
- Any additional information relevant to the requested scope of services.

SELECTION CRITERIA

The District will select the consultant lowest and best qualified bidder capable of performing the scope of work. This determination will be based on, but not necessarily limited to, a bidder's:

1. Unit cost per inspection and hourly rate of service;
2. Successful completion of projects of similar scope within the last five (5) years;
3. Compliance with the MBE/WBE Goals set forth (MBE 25%/WBE 5%); and
4. Any other relevant information offered or discovered during the evaluation process.

Important Considerations

The District reserves the right, at its sole discretion, to 1) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so, 2) waive minor informalities of a submittal, 3) cancel, revise, or extend this solicitation, and 4) request additional information which the District deems necessary.

This Request for Bid does not obligate the District to pay any costs incurred by any respondent in the submission of bids or in making necessary studies or design for the preparation thereof, or for procuring or contracting for

the services to be furnished under this request for bids. The District may give preference to firms located in the District (St. Louis City, St. Louis County and/or St. Charles County) and secondly, in the State of Missouri, when other considerations are equal.

The District intends to utilize the contract in substantially the form attached hereto and incorporated as Exhibit A. Bidders should address any material variances from the contract form's terms in their bids, including but not limited to any proposed variances to the insurance and indemnification provisions therein.

Any contracts awarded pursuant to this Request for Bids will require the contracting company to execute and deliver to the District an affidavit certifying that the company and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of the contract. This paragraph shall not apply of the compensation to be awarded under the contract is less than \$100,000 or if the company has less than 10 employees (though an affidavit attesting that the company has less than 10 employees will still be required). In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

Subject to disclosure that may be required by the Missouri Sunshine Law in Chapter 610 of the Revised Statutes of Missouri, the District agrees to maintain in confidence, and not to disclose to any third party, the information contained in submissions to this Request for Bids; provided, however, that the District, its consultants, its agents and representatives may disclose such information (i) to such party's accountants, attorneys, consultants and other advisors in connection with this Request for Bids (collectively "Representatives") to the extent that such Representatives reasonably need to know such information in order to evaluate and select submittals in connection with this Request for Bids, (ii) to the extent required by any law or court order; and (iii) in connection with any litigation that may arise in connection with this Request for Bids.

Responses Due

Sealed Bids are due by (9:00) AM Prevailing Central Time on (4/23/2021).

Please deliver one (1) sealed hard copy bid via mail to the address below. The District invites bids on the appropriate form attached hereto entitled "Bid Sheet", all blanks of which must be filled. Bids will be received in the office of the District no later than 9:00 AM Prevailing Central Time 4/23/2021. Any bid received after above-stated closing time will not be accepted. It is the responsibility of the bidding party to ensure the bid has arrived at the District office or received via email. Bids delivered in person or via mail must be submitted in a sealed opaque envelope, addressed to:

Great Rivers Greenway

3745 Foundry Way, Suite 253

St. Louis, MO 63301

Bid envelopes shall be marked in the upper left-hand corner with the name of the firm submitting the Bid, and in the lower left-hand corner envelope shall be marked: "NPS X-RAY INSPECTION AND SERVICE BID." All bids received by the District will be publicly opened, but due to Covid-19 restrictions, participation will only be via Zoom at the link. Bid tabulations will be posted online following the opening.

Join Zoom Meeting

<https://us02web.zoom.us/j/81739489403?pwd=ZnhONjcwVkYrSlJmZHpBbkVSVURPQT09>

Meeting ID: 817 3948 9403
Passcode: 890401
One tap mobile
+13126266799,,81739489403# US (Chicago)
+19292056099,,81739489403# US (New York)

Dial by your location
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)

Meeting ID: 817 3948 9403
Find your local number: <https://us02web.zoom.us/j/81739489403>

Bids shall be signed in ink. Prices must be expressed in words and figures. Any Bid which fails to name a price in both figures and writing may be deemed informal and may be rejected. In case of any discrepancy between the price written in the Bid and that given in figures, the lower price will be considered as the Bid.

Erasures or other changes in a Bid must be explained or noted over signature of Bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, or irregularities of any kind may be rejected as incomplete. GRG reserves the right to reject any and all Bids submitted.

Questions

Questions may be directed to: Ben Grossman, via email at: bgrossman@grgstl.org. Answers to questions received by 4/19/2021 will be distributed to all known recipients of the Request for Bids and posted online at <https://greatriversgreenway.org/jobs-bids/>

**EXHIBIT A
FORM OF CONTRACT**

**AGREEMENT WITH ([REDACTED])
(X-Ray Inspection and Service – Gateway Arch National Park)**

THIS AGREEMENT (“AGREEMENT”) is made and entered into this ___ day of _____, 20__ by and between the **METROPOLITAN PARK AND RECREATION DISTRICT d/b/a THE GREAT RIVERS GREENWAY DISTRICT**, a corporate and political subdivision of the State of Missouri (hereinafter the “**DISTRICT**”) and [REDACTED] (hereinafter the “**CONSULTANT**”).

1. **Scope of Work.** The **CONSULTANT** agrees to perform the services described in Exhibit A, which is attached hereto and incorporated herein by reference (the “**SCOPE OF WORK**”). In accordance with the other conditions included in this **AGREEMENT**, such **SCOPE OF WORK** is sometimes collectively referred to herein as the “**PROJECT**”.

2. **Compensation.** The **DISTRICT** shall pay to the **CONSULTANT** a total sum not to exceed [REDACTED] Dollars (\$ **XXX,XXX**) for the **SCOPE OF WORK** and **ADDITIONAL TASKS**. The payment of this sum shall be made (i) in accordance with written invoices submitted by the **CONSULTANT** detailing the work performed, the person or persons performing the work, the detailed fees and costs therefor grouped by subproject code as indicated by **DISTRICT** staff, and the percentage of the **SCOPE OF WORK** that has been completed at the time of invoicing, and (ii) otherwise in accordance with the payment terms set forth in the attached **SCOPE OF WORK**, if any. Notwithstanding anything to the contrary contained herein, **CONSULTANT** shall submit an invoice to **DISTRICT** once per

month in order to ensure timely and accurate bookkeeping and accounting by **DISTRICT**. In no event shall **CONSULTANT'S** total compensation under this **AGREEMENT** exceed \$**XXX,XXX**.

3. **Consultant's Period of Service.** The **CONSULTANT'S** services shall be performed expeditiously and consistent with the **CONSULTANT'S** professional skill and judgment, and in conformance with the time for performance set forth in the **SCOPE OF WORK**. The **CONSULTANT'S** period of service shall commence on the date set forth above and shall continue through December 31, 2021. Pending approval by **DISTRICT'S** Board of Directors, **DISTRICT** shall have the right to renew this **AGREEMENT** on the same terms and conditions (including the **SCOPE OF WORK**, compensation therefor, and the hourly fees for **ADDITIONAL WORK**) set forth herein for two additional one-year periods, from January 1, 2022 – December 31, 2022, and January 1, 2023 – December 31, 2023, respectively. Notwithstanding anything to the contrary contained herein, **DISTRICT** shall have the right to delay the start of or suspend the **CONSULTANT'S** performance under this **AGREEMENT** on a temporary basis and for any period of time upon providing notice to the **CONSULTANT** of such delay or suspension and the reason therefor.
6. **District's Representative.** **DISTRICT** hereby designates Ben Grossman as **DISTRICT'S** Representative to act on **DISTRICT'S** behalf with respect to the **PROJECT** ("**DISTRICT'S REPRESENTATIVE**"). **DISTRICT** or **DISTRICT'S REPRESENTATIVE** shall render decisions promptly to avoid unreasonable delay in the progress of **CONSULTANT'S** performance of the **SCOPE OF WORK**.

10. **Compliance with ADA and Other Applicable Law.** **CONSULTANT** shall perform all tasks in compliance with all applicable laws, rules, regulations, ordinances, and standards.
11. **Permits, Fees, and Licenses.** **CONSULTANT** shall be responsible for securing and paying for all permits, fees, and licenses necessary for the proper execution and completion of the **SCOPE OF WORK** and the **ADDITIONAL TASKS**. **CONSULTANT** shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority relating to the performance of the **SCOPE OF WORK** and the **ADDITIONAL TASKS**.
12. **Indemnity/Hold Harmless.** **CONSULTANT** agrees to indemnify and hold harmless **DISTRICT**, its elected and appointed officials, officers, representatives, agents and all employees from and against any and all claims, demands, actions, damages, liability and expense, including reasonable attorneys' and other professional fees, and the expenses of such parties ("Claims"), in connection with loss of life and bodily injury and/or damage of property arising from the **SCOPE OF WORK** or **CONSULTANT'S** work and operation under this **AGREEMENT**, but only to the extent caused by the negligent acts or omissions, in whole or part, of **CONSULTANT**, its officers, agents, employees, representatives, members, consultants, and/or subconsultants. In addition to the foregoing, **CONSULTANT** shall require that any representative, agent, consultant, or subconsultant with which it enters into any agreements or contracts to perform any work related to this **AGREEMENT** agree to hold harmless **CONSULTANT** and **DISTRICT** for

any loss or damage caused in whole or in part by the negligent acts or omissions of said representative, agent, consultant, or subconsultant.

CONSULTANT shall defend **DISTRICT**, its elected and appointed officials, officers, representatives, agents and all employees, from and against any and all Claims, arising in whole or in part out of, in connection with, resulting from, or incidental to **CONSULTANT'S** operation under this **AGREEMENT**.

13. **Insurance.** **CONSULTANT** shall maintain comprehensive general liability insurance, automobile liability insurance, and property liability insurance with liability limits of not less than \$2,000,000.00 for injury to or death of one or more persons in any one occurrence and \$2,000,000.00 for damage or destruction to property in any one occurrence prior to executing this **AGREEMENT**. **DISTRICT** shall be named as an additional insured on **CONSULTANT'S** comprehensive general liability insurance, automobile liability insurance, and property liability insurance policies. Such insurance shall not be cancelled without prior notification to the **DISTRICT**.

If required by applicable law, **CONSULTANT** shall also maintain Worker's Compensation Insurance protecting **CONSULTANT** against all claims under applicable state Workers' Compensation laws in the following limit: Statutory Limit. **CONSULTANT'S** Worker's Compensation insurance policy shall also protect **CONSULTANT** against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	\$ Statutory Limit each accident
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Bodily Injury by Disease \$ Statutory Limit policy limit

Bodily Injury by Disease \$ Statutory Limit each employee

An umbrella or excess liability policy may be used to attain the shown Workers' Compensation and Employers' Liability limits.

CONSULTANT shall ensure that any of its agents, representatives, consultants, or subcontractors procured or used in connection with the **PROJECT** and this **AGREEMENT** also maintains insurance policies consistent with the requirements set forth in this **Section 14**.

14. **Termination.** This **AGREEMENT** may be terminated as follows:

a. For failure to perform or for other breach of the terms of this **AGREEMENT**, **DISTRICT** may terminate by giving written notice to **CONSULTANT**, seven (7) days prior the date of termination or,

b. Without cause, either party may terminate by giving written notice to the other thirty (30) days prior to the date of termination.

DISTRICT will pay **CONSULTANT** for all services and reasonable costs incurred prior to the date of termination; subject, however, to **CONSULTANT** delivering an invoice and supporting documentation in accordance with the terms set forth in **Section 2** of this **AGREEMENT**. In the event this Agreement is terminated due to a breach by **CONSULTANT**, **DISTRICT** shall have all remedies available to it at law or in equity.

15. **Notice.** All notices required or permitted under this **AGREEMENT** shall be deemed served when received by personal delivery, by nationally recognized overnight carrier or certified mail, return receipt requested, postage prepaid at the following addresses:

DISTRICT

CONSULTANT

Great Rivers Greenway District
3745 Foundry Way, Suite 253
St. Louis, MO 63110
Attn: Chief Executive Officer

16. **Waiver.** The failure of one party to require performance of any provision of this **AGREEMENT** shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this **AGREEMENT** constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

17. **Controlling Law/Venue.** This **AGREEMENT** shall be interpreted in accordance with the laws of the State of Missouri. Any legal proceedings brought hereunder shall be brought in the Circuit Court of St. Louis County, Missouri or in the event of Federal jurisdiction, in the United States District Court, Eastern District of Missouri.

18. **Attorney Fees and Costs.** In the event that **DISTRICT** shall institute litigation or be named as a party to any litigation to enforce or interpret the provisions of this **AGREEMENT**, and **DISTRICT** shall be successful in whole or part in the prosecution or defense of such litigation, **CONSULTANT** shall pay all costs,

expenses and reasonable fees incurred or paid by the **DISTRICT** in connection with such litigation.

19. **E-Verify Affidavit**. Concurrently with execution of this **AGREEMENT**, **CONSULTANT** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit B confirming **CONSULTANT'S** enrollment in a federal work authorization program with respect to its employees, in compliance with Section 285.530 R.S.Mo. **CONSULTANT** shall not be required to execute such affidavit if either (i) the compensation to be paid to **CONSULTANT** under this **AGREEMENT** is \$5,000 or less, or (ii) **CONSULTANT** does not have any employees. In the event **CONSULTANT** is not required to execute the affidavit attached hereto as Exhibit B because **CONSULTANT** has no employees, **CONSULTANT** shall instead execute and deliver to **DISTRICT** concurrently with execution of this **AGREEMENT** an affidavit attesting that **CONSULTANT** has no employees.

20. **Anti-Discrimination Against Israel Act**. Concurrently with execution of this **AGREEMENT**, **CONSULTANT** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit C confirming that **CONSULTANT** is not currently engaged in and shall not, during the duration of this **AGREEMENT**, engage in a boycott of goods or services from the State of Israel, in compliance with Section 34.600 R.S.Mo. **CONSULTANT** shall not be required to execute such affidavit if either (i) the compensation to be paid to **CONSULTANT** under this **AGREEMENT** is less than \$100,000, or (ii) **CONSULTANT** has less than ten (10) employees. In the event **CONSULTANT** is not required to execute the

affidavit attached hereto as Exhibit C because **CONSULTANT** has less than ten (10) employees, **CONSULTANT** shall instead execute and deliver to **DISTRICT** concurrently with execution of this **AGREEMENT** an affidavit attesting that **CONSULTANT** has less than ten (10) employees.

21. **Warranties and Representations of Consultant.** **CONSULTANT** hereby represents, warrants, and covenants to **DISTRICT** that: (1) it has the lawful power and authority to enter into this **AGREEMENT**; (2) acting through its duly authorized officers or representative it has duly authorized the execution of this **AGREEMENT**; and (3) neither the execution nor the fulfillment of or compliance with the terms hereof, conflicts with or results in a breach of the terms, conditions or provisions of any restriction, agreement, or instrument to which **CONSULTANT** is now a party or by which it is bound.
22. **Conflict.** In the event of any conflict or inconsistency between the provisions of the body of this **AGREEMENT** and the exhibits attached hereto, the provisions of the body of this **AGREEMENT** shall control and govern.
23. **Integration.** This **AGREEMENT** represents the entire integrated agreement between the **DISTRICT** and the **CONSULTANT**, and supersedes all prior negotiations, representations or agreements, either written or oral.
24. **Amendment.** This **AGREEMENT** may be amended only by written instrument signed by both the **DISTRICT** and the **CONSULTANT**.

[Signature Page to Follow]



Great Rivers Greenway

WHEREFORE, the parties have set their hands the day and date first above

written.

<p>DISTRICT</p> <p>Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District</p> <p>By: _____ Susan Trautman, CEO</p>	<p>CONSULTANT</p> <p>_____</p> <p>By: _____ Name: _____ Title: _____</p>
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Approved as to form:

Husch Blackwell LLP

EXHIBIT A

Scope of Work

(To be developed by Firm and the District)

EXHIBIT B

**Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009**

STATE OF _____)

) ss.

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County/City of _____,
State of _____, personally appeared (*Name*)
, who is _____ (*Title*) of _____
(*Name of company*), (a corporation), (a partnership), (a sole proprietorship), (a limited liability
company), and is authorized to make this affidavit, and being duly sworn upon oath deposes
and says as follows:

- (1) that said company is enrolled in and participates in a federal work
authorization program with respect to the employees working in connection
with the contracted services; and

- (2) that said company does not knowingly employ any person who is an
unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et
seq.

**Documentation of participation in a federal work authorization program is attached to this
affidavit.**

Signature _____

Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

EXHIBIT C

**Affidavit of Compliance with Anti-Discrimination Against Israel
Act (Section 34.600)
For all Agreements in excess of \$100,000.
Effective August 28, 2020**

STATE OF _____)

) ss.

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County/City of _____,
State of _____, personally appeared (*Name*)
, who is _____ (*Title*) of _____
(*Name of company*), (a corporation), (a partnership), (a sole proprietorship), (a limited liability
company) (the "Consultant"), and is authorized to make this affidavit, and being duly sworn
upon oath deposes and says as follows:

Pursuant to Section 34.600 of the Missouri Revised Statutes, Consultant certifies it is not currently engaged in and shall not, for the duration of this agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

The terms used in this affidavit shall have the meaning set forth in Section 34.600 R.S.Mo., et seq.

Signature _____

Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____