



WHERE COMMUNITY AND SPIRIT MEET®

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August 23, 2021

Dear Consultant:

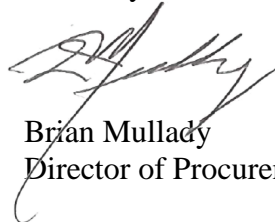
The City of Kirkwood is requesting the services of a consulting engineering firm to perform the described professional services for the project included on the attached list. If your firm would like to be considered for these consulting services, you may express your interest by responding to the appropriate office, which is indicated on the attachments. Limit your letter of interest to no more than five (5) pages. This letter should include any information which might help us in the selection process, such as the persons or team you would assign to each project, the backgrounds of those individuals, and other projects your company has recently completed or are now active. It is required that your firm's Statement of Qualification (RSMo 8.285 through 8.291) be submitted with your firm's Letter of Interest, or be on file with City of Kirkwood. The statement of qualification is not included in the total page count limit.

DBE firms must be listed in the MRCC DBE Directory located on MoDOT's website at [www.modot.gov](http://www.modot.gov), in order to be counted as participation towards an established DBE Goal. We encourage DBE firms to submit letters of interest as prime consultants for any project they feel can be managed by their firm.

It is required that your firm be prequalified with MoDOT and listed in MoDOT's Approved Consultant Prequalification List, or your firm will be considered non-responsive.

Firms are to download the Request for Statements of Qualifications from the City of Kirkwood's EProcurement Platform by registering at <https://kirkwoodmo.ionwave.net> Submission of qualifications will be accepted until the date and time listed in the E-Procurement Platform. All questions are to be submitted through the E-Procurement Platform by the date and time listed in the E-Procurement Platform.

Sincerely,



Brian Mullady  
Director of Procurement



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## **REQUEST FOR QUALIFICATIONS PURPOSE, BACKGROUND, AND SCOPE OF SERVICES**

### **SECTION 1. PURPOSE AND INTRODUCTION**

The Missouri Highways and Transportation Commission have determined that the Lindeman Road Improvement Project is consistent with the goals of the Surface Transportation Program and has awarded the City of Kirkwood grant funding for the project. The City of Kirkwood is requesting Professional Engineering and Construction Services for Federal Project STP-5502(612) Lindeman Road Improvement Project located on Lindeman Road from Dougherty Ferry Road to Des Peres City Limits (120 feet south of Montour Drive).

### **I. BACKGROUND AND PROJECT DESCRIPTION**

The proposed project is a pavement preservation project on Lindeman Road from the City's northern limit, approximately 120 feet south of Montour Drive, to Dougherty Ferry Road, roughly 0.660 miles. Lindeman Road has been identified within the City of Kirkwood's Pedestrian and Bicycle Plan as a Neighborhood Greenway and will include improvement to such facilities.

A city wide pavement conditions report was completed last in 2015. Lindeman Road, in 2015, was given a pavement rating of 50 out of 100 in MICROPAVER. In January, 2020, the PASER rating for the project was developed and is included later in this application. Current rating is 4.3.

The Lindeman Road project will consist of the following improvements:

- Asphalt Milling and Overlay
- Concrete & Asphalt Curb Repair
- Non-ADA Compliant Concrete Curb Ramp Replacements
- Non-ADA Compliant Sidewalk Replacement
- Bike Lanes - Buffered & a Mid-Block Crossing
- ADA Compliant Crosswalks at Up to 20 Locations
- Geometric Improvements to the Lindeman Road / Dougherty Ferry Road Intersection
- Enclosed Storm Sewer System Rehabilitation
- Pavement Marking & Signage Updates

The project length is 0.660 miles and the approximate construction cost is \$1,687,171. Project duration is anticipated to be 10 months. A DBE goal of 16% has been established by MoDOT for this project. DBE firms must be listed in the MRCC DBE Directory located on MoDOT's website at [www.modot.gov](http://www.modot.gov), in order to be counted as participation towards an established DBE Goal. We encourage DBE firms to submit letters of interest as prime consultants for any project they feel can be managed by their firm. It is required that your firm be prequalified with MoDOT and listed in [MoDOT's Approved Consultant Prequalification List](#), or your firm will be considered non-responsive.



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<b>City/County: City of Kirkwood (St. Louis County) Route: Lindeman Road Improvement Project</b>	
TIP#	7115-22
Federal Aid No:	STP-5502(612)
Location:	Lindeman Road from Dougherty Ferry Road to Des Peres City Limits (120 feet south of Montour Drive)
Proposed Improvement:	Resurfacing, upgrade sidewalk and bike lanes
Length:	0.660 Miles
Approximate Construction Cost:	\$ 1,687,171
DBE Goal Determination:	16%
Consultant Services Required:	See Scope of Services below.
Contact:	Name: Brian Mullady, Director of Procurement Phone: (314) 822-8550
Deadlines:	Questions: September 09, 2021 at 5:00pm RFQ: September 23, 2021 at 2:00pm
<ul style="list-style-type: none"><li>• Submissions of qualifications will only accepted electronically through the E-Procurement Platform at <a href="https://kirkwoodmo.ionwave.net">https://kirkwoodmo.ionwave.net</a>. All questions are to be submitted through the E- Procurement Platform. The Letter of interest should not exceed 5 pages total. A page is defined as 8-1/2 by 11 inches and printed on one side.</li></ul>	

## SECTION 2. SUBMITTAL REQUIREMENTS

Discuss the qualifications of your firm's project team and its ability to provide professional services as presented in Section 3. Particularly discuss the following elements.

### A. General Consultant Information

List the general information of your Firm including name, mailing address, location, phone number, fax number and email address of firm/person submitting the proposal.

### B. Related Experience and Past Performance of Firm

Indicate the related and special experience of your Firm within the past five years, in conducting services of similar scope and magnitude, with the City of Kirkwood and other agencies. Include the name of the client and project, location, scope of work and services provided, date completed, and contact, including telephone number. Emphasize the specialties and strengths of your firm. Also, discuss the firm's ability and experience studying and evaluating signalized intersections and mid-block crossings for a safe design, appropriate signal timing and appropriate traffic control devices.



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C. Personnel Availability and Work Load

List a Brief resume of each key person(s) and/or specialist(s) to be assigned to these projects and indicate your Firm's current work load and availability of personnel to complete projects in a timely and professional manner. Include the number of employees available in your Firm, classified by their field(s) of experience.

D. Proposed Sub-Consultants, Joint Ventures or Partnership Agreements

Identify any sub-consultants you may use to augment your efforts. Include their personnel qualifications, experience and anticipated tasks.

### **SECTION 3. SCOPE OF SERVICES**

The City of Kirkwood is requesting qualifications for the consulting services for Preliminary Engineering and Construction Engineering that may include but are not limited to the following services in accordance with LPA Manual section 136.11. The descriptions of the requested services are not all inclusive of the tasks required:

#### Preliminary Engineering

1. Geometric Improvements to the Lindemann Road / Dougherty Ferry Road Intersection Topographic Surveying. Provide surveying for design (if necessary).
2. The preparation Right-of-Way plans, and final plans, specifications and construction estimates (PS&E) in accordance with MoDOT LPA and FHWA regulations. Preparation of right-of-way plans, exhibits, and title commitments for parcels where right-of-way or easements are required. Right of way design will include acquisition (appraisals and negotiations).
3. Coordination with Missouri Department of Transportation (MoDOT)
4. Coordination with the Missouri Department of Natural Resources (DNR)
5. Coordination with Utilities, identifying conflicts, and relocation:
  - a. Metropolitan St. Louis Sewer District (MSD)
  - b. AT&T
  - c. Spire
  - d. AMERENUE
  - e. Charter Communication / Spectrum
  - f. Kirkwood Electric
  - g. Kirkwood Water
6. Threatened and Endangered Species Documentation and Application
7. Prepare Request for Environmental Review in accordance with section 136.6.2 of the LPA manual for submittal to MoDOT's Environmental Division
8. Assistance with Public Involvement Meeting / Hearing using FHWA Virtual Public Involvement.
9. Specify location and standard ADA curb ramp detail type on plans where right-of-way availability and grades allow.



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10. Design for Bike Lanes - Buffered
11. Specify location and standard for a Mid-Block Crossing
12. ADA Compliant Crosswalks at up to 20 Locations
13. Pavement Borings and Design. Detailed design of a mill and Hot Mix Asphalt overlay of Lindeman Road and side street tie-ins, where street drainage should be taken into consideration. Investigate base repair needs.
14. Non-ADA Compliant Sidewalk and Curb Ramp Replacement. Detailed design (showing sidewalks, curb cuts, detectable warning panels, etc.) meet ADA requirements (where necessary).
15. Traffic study(s) as necessary to provide safe pedestrian crossings at uncontrolled crosswalks and mid-block crossing.
16. Identification of Concrete & Asphalt Curb Repair locations
17. Identification of Non-ADA Compliant Concrete Curb Ramp Replacement locations
18. Temporary and Permanent Striping Plan with Mid-Block Crossing
19. Traffic Control Plan
20. Sign Replacement Plan
21. Identification of Asphalt curb replacement locations
22. Retaining Wall Design (if necessary-not anticipated)
23. Subsurface Utility Investigation (if necessary)
24. Culvert Design (if necessary)
25. Drainage Structure Rehabilitation Design (if necessary)
26. Water Quality Design (if necessary)
27. Submittal of preliminary plans (in AutoCAD® and Adobe® formats) with Utility Scoping Checklist for each utility (see EPG figure 136.7.8).

### Construction Engineering

1. Conduct a preconstruction conference to discuss project details with the Contractor, City, and Utilities.
2. Perform Pre-construction digital color photos and video of features shall include, but not be limited to, residential and commercial entrances, sidewalks, outside of houses (front and sides), retaining walls, fences, steps, traffic signals, and landscaping. Photos and videos will be labeled with project name, direction and road name, time and dated. The finished product shall be a bright, sharp, clear picture free of distortion and show sufficient detail acceptable to the City.
3. Perform site visits to observe and document the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is anticipated that survey staking and layout will be accomplished by the contractor's forces. The Consultant will accompany MoDOT and FHWA representatives on visits of the project site as requested.
4. Check shop drawing submittals and review schedules and drawings submitted by the Contractor.



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5. Reject work not conforming to the project documents. Immediately bring to the attention of the City, failure by the Contractor to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence, which may be of interest to the City as well as all situations incapable of disposition in the field. He/she will also be available to attend conferences for the disposition of such matters when so requested by the City.
6. Prepare change orders for issuance by the City as necessary and ensure that proper approvals are made prior to work being performed.
7. Conduct a pre-paving conference to discuss paving and temporary traffic control details with the Contractor.
8. Review payrolls; perform wage rate and Commercially Useful Function interviews, review on-site bulletin board postings, equal employment opportunity and other related items called for in the contract documents.
9. Materials Testing and Acceptance. Perform and review material tests in accordance with the Off-Systems Guide Schedule for Federal-Aid Acceptance Sampling and Testing (FAST) table in the LPA Manual, review material certifications furnished by Contractor, and arrange for field and laboratory testing of samples. Approve and reject materials and their placement as needed.
10. Maintain progress diary and other project records, measure and document quantities, document traffic control, and prepare monthly estimates for payments due the Contractor.
11. Be present during critical construction operations, including but not limited to the following:
  - a. concrete delivery, placing, and finishing
  - b. curb ramp and ADA facility forming
  - c. work affecting existing utilities
  - d. subgrade and base preparation
  - e. asphaltic concrete placement
  - f. signal and signing work
  - g. striping
12. Perform erosion control inspections following any runoff events and at a minimum once every 7 days while land is disturbed in the project. Document the erosion control inspections and inform the contractor of any deficiencies. Perform follow up inspections to ensure deficiencies are addressed promptly by Contractor.
13. Participate in semi and final inspections, provide the City with project documentation (diaries, test results, measurements, certifications, etc.), and provide as-built plans (in AutoCAD® and Adobe® formats) for MSD and the City's records.
14. Submit monthly reimbursement requests to the Missouri Department of Transportation for construction services paid in full by the City.



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## SECTION 4. SUBMISSION OF QUALIFICATIONS

Submissions of Qualifications will only be accepted electronically through the E-Procurement Platform at <https://kirkwoodmo.ionwave.net>. The Letter of interest should not exceed 5 pages total 6 (a page is defined as 8-1/2 by 11 inches), **by 3:00 p.m. local time on September 23, 2021**. Qualifications submitted after this date and time will not be eligible for consideration.

## SECTION 5. EVALUATION CRITERIA

Pursuant to the Brooks Act (40 USC 1102, 23 CFR 172.3) for Consultant Selection – the following criteria will be the basis for selection.

### Experience and Technical Competence -

**30 Max Points**

- Project Manager has appropriate qualifications and has successfully managed similar projects (10 points)
- Technical Leads have appropriate qualifications and have successfully performed on similar projects (10 points)
- Plan for sub-consultants to contribute meaningfully to this project (10 points)

### Project Approach -

**40 Max Points**

- Statements concerning Project Team availability appear realistic (10 points)
- Proposed project approach demonstrates a thorough understanding of the City's needs. (25 points)
- Consultant states they will prepare plans natively in AutoCAD® (5 points)

### Past Record of Performance -

**30 Max Points**

- Prior projects presented are representative of the technical challenges of the project being solicited (15 points)
- Prior projects include federal-aid projects for Missouri Local Public Agencies (15 points)

## SECTION 6. MISCELLANEOUS

### 1. Incurring Costs

This Request for Qualifications does not commit the City to award a Contract or to pay for any cost incurred by successful or unsuccessful submittal in the preparation for this request.

### 2. Confidentiality

The City shall follow the Missouri Sunshine Law, section 610, therefore all documentation, proposals, bids, contracts and other documentation submitted to the City in response to this Request for Proposal is subject to this law. In the event any Firm submitting a proposal shall include any information deemed “proprietary or confidential” such information shall be clearly marked. The City as a public entity cannot and does not warrant that information will not be disclosed.



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### 3. Logo

The City's logo is trademarked and should not be used in responding to this proposal.

### 4. Conflict of Interest

Firm will disclose all business interests or family relationships with any city officer or employee who was, is, or will be involved in Firm's selection, negotiation, drafting, signing, administration, or evaluating Firm's performance. As used in this section, the term "Firm" shall include any employee of Firm who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a civic leader, elected official, city officer or employee described above.

Through submittal Firm certifies, to the best of their knowledge, that they have no conflict of interest regarding provision of the services as detailed herein. Firm will inform the City if a potential conflict of interest arises during the period in which services are rendered.

### 5. Non-Discrimination

The Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. 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 of training, including apprenticeship. Firm shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability. Firm shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this anticipated contract. A breach of this provision may be grounds for Contract termination.

### 6. Governing Law

Firm shall at all times observe and comply with all Federal and State laws, all local laws, ordinances, and regulations existing at the time of or enacted subsequent to the execution of the contract which, if in any manner, affect the prosecution of the work. Firm shall indemnify and save harmless the City and all of its representatives, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his sub-contractors.





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#### 7. City to be Indemnified and Held Harmless

The anticipated contract shall require that Firm covenants and agrees to release the City and any municipal partners from any and all liabilities of any kind or nature in which the right, cause of action or claim of any kind or nature whatsoever may hereafter accrue to Firm, its employees or agents, by virtue of the anticipated contract between Firm and the City. Firm further covenants and agrees to indemnify and hold the City harmless from any and all claims, rights or causes of actions or damages of every kind and nature whatsoever which may arise as a result of the anticipated contract between the City and Firm and Firm shall defend or pay the cost of defense of the City arising by virtue of any claim or cause of action for damages. Firm agrees to pay any and all amounts which the City may be required to pay for damages or amounts which the City may be required to pay for damages or compensation connected with any claim arising by virtue of the anticipated contract between Firm and the City.

#### 8. Firm's Declaration

Firm will not be permitted to use, to its advantage, any omission or error in the Request for Proposal, the specifications, requirements, or the contract documents and the City reserves the right to issue new instructions for such error or omission if originally specified. Through submittal Firm states that they have examined the information and conditions surrounding the operation of the service contemplated by the Proposal, and is familiar with the requirements as to equipment, supplies and labor of such undertaking; and that Firm has carefully prepared, examined and checked the Proposal to ascertain that no mistake or error is contained the Proposal; and that Firm will make no claim for correction or modification after the closing time for the receipt of the proposals.

#### 9. Binding Effect

The anticipated agreement for services contained in this Request for Proposal shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

#### 10. Award of Contract

The award of the contract, if it be awarded, will be made to the most qualified Firm(s). Services under the anticipated contract will be performed on an "as needed" basis, the City does not guarantee the use of the anticipated contract during the contract term. The award of the anticipated contract will not be determined solely on price, but as a review of the proposed Firm in its entirety. The City will notify the Firm(s) after proposal receipt what information, if any, is required. The City reserves the right to reject any or all proposals and to waive any irregularities therein. The successful Firm will be notified by letter mailed to the address shown on the proposal response that their proposal has been accepted and that they have been awarded the Contract.



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#### 11. Agreement and Term

It is the intent of the City to enter into a single or multiple agreement(s) with selected Firm(s). The selected Firm(s) will enter into written contract(s) (the "Agreement") with the City of Kirkwood with the terms and conditions set forth herein and provide service at the rates submitted in the accepted Proposal Response. The resulting contract(s) will be subject to termination by the City in the event of sale or destruction of the facilities or misfeasance, nonfeasance or malfeasance of the Firm.

#### 12. Termination of Contract by Convenience

The City or Firm may terminate the anticipated contract at any time during its term by giving 60-day written notice of such intention to terminate this contract and setting forth a specific termination date.

#### 13. Laws to be Observed

The successful Firm shall have a valid business license, hold all applicable certifications, and agree to maintain them throughout the terms of the anticipated agreement. Firm shall at all times observe and comply with all Federal and State laws, all local laws, ordinances, and regulations existing at the time of or enacted subsequent to the execution of the contract which, if in any manner, affect the prosecution of the contract. Firm shall indemnify and save harmless the City and all of its representatives, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his subcontractors.

#### 14. Insurance Requirements

Indicate your ability to provide general and automotive liability insurance at rates per State of Missouri statutory requirements.

#### 15. E-Verify

Indicate your ability to provide a signed e-verify affidavit of compliance of Missouri Revised Statute section 285.530.1 in that is shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

#### 16. Payment Terms

All requests for payment shall be submitted to the Purchasing Department located at 212 South Taylor Avenue, Kirkwood, MO 63122. Billing submitted shall only include approved costs; any additions that have not been approved by the City shall be excluded for payment. Payment on billing will be issued within thirty (30) days following receipt of complete documentation as is required for the project in question.



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## 17. Invoicing

All contracted work completed must include the following information on the related invoice for payment.

- a) Contract or Purchase Order Number
- b) Date of invoice
- c) Invoice number
- d) Description of Service(s)
- e) Payment amount requested

## 18. Questions and Clarifications

All questions shall be submitted electronically through the E-Procurement Platform at <https://kirkwoodmo.ionwave.net> by 5:00 p.m. local time on September 9, 2021.

## 19. Amendment Issuance

If Firm has any questions which arise concerning the true meaning or intent of the specifications or any other requirements stated herein, Firm shall request that an interpretation be made in an Addendum. Failure to request an Addendum governing any such question shall not relieve Firm from delivery in accordance with the intent of the specifications. If it becomes evident that the material contained within this Request for Proposal requires amendment, the Director of Procurement shall issue a formal written amendment to these documents for distribution to all known prospective respondents. The issuance of an amendment may be released until the stated date and time of proposal receipt. If it is deemed necessary by the City, the amendment may extend the current proposal receipt deadline.

## 20. Proposal Acceptance

- a) The City of Kirkwood reserves the right to accept proposals in whole or in part, and to reject any and all proposals, and to negotiate separately as necessary to serve the best interests of the City.
- b) Notifications of award will be made by the Director of Procurement following passage of a resolution by the council accepting the proposal.
- c) The proposal must remain valid for at least ninety (90) days after submittal date.
- d) It is the intent of the City of Kirkwood to contract for this service as soon as possible.



CITY OF  
**Kirkwood**  
MISSOURI

## **13838- FY22**

### **Professional Engineering and Construction Services for Federal Project STP-5502(612) Lindeman Road Improvement Project**

Issue Date: 8/26/2021

Questions Deadline: 9/9/2021 05:00 PM (CT)

Response Deadline: 9/23/2021 03:00 PM (CT)

#### **Contact Information**

Contact: Cassandra James  
Address: Procurement  
Purchasing / Utilities  
212 S. Taylor Ave.  
Kirkwood, MO 63122  
Phone: (314) 8225853  
Email: jamescs@kirkwoodmo.org

## Event Information

Number: 13838- FY22  
Title: Professional Engineering and Construction Services for Federal Project STP-5502(612) Lindeman Road Improvement Project  
Type: Request for Qualifications  
Issue Date: 8/26/2021  
Question Deadline: 9/9/2021 05:00 PM (CT)  
Response Deadline: 9/23/2021 03:00 PM (CT)  
Notes: The City of Kirkwood (hereafter noted as “the City”) is requesting sealed qualifications for **Professional Engineering and Construction Services for Federal Project STP-5502(612)Lindeman Road Scope of Services.**

Qualified Firms (hereafter noted as “Firm”) are invited to submit sealed qualifications to provide **Professional Engineering and Construction Services for Federal Project STP-5502(612)Lindeman Road Scope of Services** for the City of Kirkwood in accordance with the specifications contained herein.

Sealed qualifications, subject to the TERMS AND CONDITIONS of this Request, will be received until 2:00 o’clock p.m. Central Time, **September 23, 2021** and at that time be publicly opened, for furnishing the following supplies or services. General information and instructions to respondents are contained herein. No Faxed or E-mailed Responses will be accepted.

### Ship To Information

Address: Procurement Office  
212 S. Taylor Ave.  
Kirkwood, MO 63122

### Billing Information

Address: Procurement Office  
212 S. Taylor Ave.  
Kirkwood, MO 63122

## Bid Activities

### Questions Due by 5:00 P.M. (CST)

Questions due by Thursday, September 9, 2021 by 5:00 cst

9/8/2021 9:00:00 AM (CT)

## Bid Attachments

### 13838 - STP 5502 (612) Lindeman Rd. Introduction Letter-signed.pdf

Introduction Letter

[View Online](#)

### STP-5502(612)Lindeman Road\_\_SCOPE\_OF\_SERVICES.pdf

STP-5502(612)Lindeman Road\_\_SCOPE\_OF\_SERVICES

[View Online](#)

## Requested Attachments

### Qualifications Submission (Additional Files)

Additional Files for Qualifications Submission (If Required)

### Qualifications Submission (Additional Files)

Additional Files for Qualifications Submission (If Required)

### Qualifications Submission (Additional Files)

Additional Files for Qualifications Submission (If Required)

### Qualifications Submission (Additional Files)

Additional Files for Qualifications Submission (If Required)

### Qualifications Submission (Additional Files)

Additional Files for Qualifications Submission (If Required)

### Qualifications Submission

*(Attachment required)*

Upload Qualifications Document

## Bid Attributes

#### 1 Attachments, Terms, and Conditions

Please download and review all of the Attachments, Terms, and Conditions for this solicitation which are located on the "Attachments" tab of this event.

I have downloaded, read and agree.

*(Required: Check if applicable)*

#### 2 Primary Point of Contact

Please enter the name of the primary point of contact for this solicitation in this box.

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*(Required: Maximum 50 characters allowed)*

#### 3 Primary Contact Phone Number

Please provide the primary point of contact's phone number for this solicitation.

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ ext: \_\_\_\_\_

*(Required)*

#### 4 Solicitation Notice

The City of Kirkwood in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, USC 2000d to 2000d-4 and Title 49, Code of Federal assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

I have read and agree.

*(Required: Check if applicable)*

## Supplier Information

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

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

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

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

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

Email: \_\_\_\_\_

## Supplier Notes

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By submitting your response, you certify that you are authorized to represent and bind your company.

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*