



LEGAL NOTICE

REQUEST FOR PROPOSAL

RFP 20-099

For

Digital Media and Social Media Marketing of the Family Arena

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking proposals from qualified firms to provide **Digital Media and Social Media Marketing of the Family Arena**. The County, with the consent of the vendor, shall have the option for two (2) one-year extensions under the same terms and conditions. The County reserves the right to terminate the contract for reasons of violations by the successful proposer of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

REQUEST FOR PROPOSALS
FOR
DIGITAL MEDIA AND SOCIAL MEDIA MARKETING OF THE FAMILY ARENA
RFP # 20-099

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ARTICLE 1 - INTRODUCTION AND PROPOSAL SUBMITTAL TERMS

St. Charles County, Missouri, is hereby issuing this **Request for Proposals 20-099 (RFP)** seeking and inviting proposals from firms that are qualified, able and willing to provide the services described herein to St. Charles County, Missouri ("**County**").

Proposal Instructions

The electronic version of this RFP is available upon request. The document was created in Microsoft Word for Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, Offerors are cautioned that the hard copy of this RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

One [1] signed original, one (1) signed copy and one (1) digitized copy of the proposal must be received in a sealed envelope plainly marked "**Sealed Proposal 20-099 Digital Media and Social Media Marketing of the Family Arena**" with the due date and time of the proposal in the lower left corner of the envelope.

An authorized representative of the company/person submitting the proposal must sign the proposal, in blue ink. All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the proposals.

Proposals must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to 9/14/2020 at 2:00 pm.

Time is of the essence for responding to the RFP within the submission deadlines. All proposals will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of proposal opening.

Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "Void" and will not be opened.

The County reserves the right, in its sole discretion, to reject any and all proposals, or parts of any proposal, for any reason whatsoever and waive technicalities.

The County will only accept proposals that are responsive to the RFP and are prepared and submitted in compliance with the requirements set forth in this RFP.

St. Charles County will not award any proposal to an individual or business having any

outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.

The successful Offeror is specifically denied the right of using in any form or medium the names of St. Charles County or any other public agency of St. Charles County Government for public advertising unless express written permission is granted.

Award will be made to the responsive Offeror with the highest score upon evaluation of all criteria as set forth in this RFP.

Proposal Inquiries

All questions or clarifications concerning this RFP must be submitted in writing via E-mail to:

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second Street
St. Charles, Missouri 63301
kmandernach@sccmo.org

The RFP number and title shall be referenced on all correspondence.

All questions must be received no later than **2:00 PM** on **9/07/2020**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County's website <http://www.sccmo.org/Bids.aspx>. Check this website frequently for updates and any addendum that may be issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled "Proposal Inquiries", concerning this request is prohibited PRIOR TO PROPOSAL OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County.

Any Offeror engaging in such prohibited communications prior to Proposal Opening may be disqualified at the sole discretion of St. Charles County.

[Remainder of this page intentionally left blank.]

ARTICLE 2 - CERTIFICATIONS BY OFFEROR

- The undersigned signatory certifies that he/she has read and understands all of the terms and conditions of this RFP and of doing business with the County in response to this RFP, that in doing so he is acting on behalf of the Offeror, and that his/her signature placed hereon is binding on the Offeror to the full extent allowed by law.
- The Offeror shall provide a Proposal to the County in response to, and in accordance with, the terms of this RFP.
- The Offeror agrees to provide the services under the terms of this RFP and the Proposal as accepted by the County.
- By submitting the Proposal in response to this RFP, the Offeror and each person signing on behalf of the Offeror, under penalty of perjury, certifies to the best of its knowledge and belief:
 - ✓ The Offeror has established the price terms in this Proposal independently without collusion, consultation, communication or agreement with any other Offeror as to any matter relating to such price terms; and
 - ✓ The Offeror has made no attempt, and will not in the future make any attempt, to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
 - ✓ The Offeror certifies that this proposal is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part by the County is directly or indirectly interested therein, or in any portion of the profits thereof.

Company Name: _____

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ARTICLE 3 – BACKGROUND AND RFP/PROPOSAL TIMELINE

1. **RFP Purpose:** This document constitutes an RFP from qualified Offerors to provide the Family Arena with hyper targeted marketing on various Social Media channels.

2. **Background:** The Family Arena is a 10,000-seat arena used primarily as a concert venue.

The Contractor would be required to create hyper-targeted social media campaigns that maximize existing audiences. The selected provider would need to provide full Integration into Facebook's API (Application Programming Interface), Full-Funnel Conversion Tracking, and first-party data processing and audience segmentation with full utilization of primary data within Lookalike and AI audience executions. Must have the ability to maximize remarketing, capture data, build look-alike audiences based on provided databases. Hosting the arena's website and email list server would be a plus.

Project Site Address: The Family Arena
2002 Arena Parkway
St. Charles, MO 63303

St. Charles County is seeking organizations to provide the Family Arena with digital and social media marketing placement. It is the intent of this RFP to have the successful Offeror enter into an Agreement with COUNTY (hereinafter "**Resulting Agreement**"), to supply the subject services as outlined herein.

3. **RFP and Submittal of Proposals Timeline:** The County shall follow the timeline listed below relating to the issuance of the RFP and submittal of Proposals. The County reserves the right in its sole discretion to expand this timeline if necessary, without any notification, except when such timeline expansions affect the deadline date and time for submitting a proposal.

DATE	EVENT
8/14/20	Issue RFP and Advertise intent to solicit proposals.
9/07/20 (prior to 2:00 pm)	Deadline for Offerors to submit questions.
9/14/20 (prior to 2:00 pm)	Deadline for submission of Proposals.

[Remainder of this page intentionally left blank.]

ARTICLE 4 – SCOPE OF WORK, SPECIFIC SERVICES, CONTRACT PERIOD.

1. **Scope of Work:** The Offeror agrees to provide the Family Arena Digital Media and Social Media Marketing services.

2. **Specific Services:** Qualified organizations are invited to submit a proposal describing their ability to carry out the services within the above stated scope of work. It is anticipated that successful Offerors will provide the following specific services:

A. Offeror's on-site team shall report to the Arena's Marketing Manager for brief discussion of the daily tasks as well as what tasks have been completed or are in process.

3. **Contract Period:** The Contract Period for the performance of the services described in this RFP shall commence on or before **January 1, 2021**. It is expected all Work will be completed by **December 31, 2021**. The County, with the consent of the vendor, shall have the option for two (2) one-year extensions under the same terms and conditions. The successful Offeror to whom the contract shall be awarded, ("**Contractor**") shall perform any and/or all services listed herein as accepted by the County for the entire duration of the Contract Period on the pricing terms stated in the Proposal in response to this RFP. The exact terms of the Proposal that are accepted by the County shall be outlined in the Resulting Agreement between the Parties.

ARTICLE 5 – SUBMISSION OF PROPOSAL AND MANDATORY ELEMENTS

1. **Submission of Proposals:** It is the Offerors' responsibility to ensure the Proposal submitted is accurate, adequate, and clear with respect to the descriptions of the information requested. Omissions, vagueness, or inaccurate descriptions or responses shall not be considered and to the extent they are not considered "technicalities" by the County in its sole discretion, shall be grounds for rejection. Failure to submit all the required information shall be deemed sufficient cause for disqualification of a proposal from consideration.

2. **Mandatory Elements:**

A. **Expertise, Experience, and Qualifications.** The background of the organization and experience of key staff that will carry out the program and organization's experience successfully carrying out similar programs.

(1) General Information about your Organization

- (A) Company history
- (B) Number of years experience with digital media, social media marketing and implementation projects
- (C) Number of Full Time Employees

- i. Domestic
- ii. International

(2) Certifications: Offeror's staff members who will be actively engaged in the configuration and testing shall have at a minimum the following certifications:

- (A) Offeror's must have access to Facebook API.
- (B) Offeror to provide documentation with the proposal for all certifications listed above along with the number quantity of staff holding each of the certifications.

(3) Qualifications: Offeror is required to provide proof of the following qualifications:

- A. Ability to create hyper-targeted social media campaigns that maximize existing audiences.
- B. Full Integration into Facebook's API (Application Programming Interface)
- C. Full-Funnel Conversion Tracking (On Leads and Purchases) on both online and offline data sources
- D. Multi-platform distribution and direct response strategies on Facebook's family of apps and services.
- E. Execute contesting via social media channels.
- F. Third Party Media Buying and Content Placement.
- G. First-Party data processing and audience segmentation with full utilization of primary data within Lookalike and AI audience executions.
- H. Website tracking and optimization from first session to lead submission, alongside a comprehensive user re-targeting strategy
- I. Must have the ability to build look-alike audiences based on provided databases.
- J. Host venue website.
- K. Host venue email newsletter database.
- L. Maximize social media fan growth across multiple platforms.

B. Capability, Availability, Reliability: Offeror is required to provide the following information regarding its capabilities to provide the services:

(1) The number and resumes of primary staff members who will be actively engaged in the digital media and social media marketing services under this RFP and the Resulting Agreement.

(2) The number and resumes of management and other staff members capable and available to provide support to the primary staff in their completion of this project.

C. Proposed Method of Performance: Offeror shall provide the following information relating to the method of performance of the Services:

(1) Project Understanding:

(A) Describe your understanding of the requested scope, activities/tasks, implementation, quality assurance testing, and completion deliverables.

- i. Provide a project plan with sequence, resources, estimated effort, schedule and phases to best meet project requirements.
- ii. Provide a list of project deliverables with a description of the contents

(B) Describe the County's responsibility including but not limited to expected involvement with County personnel, information the County needs to provide for project success, and anticipated schedules.

- i. Provide a list of County Responsibilities during the project.
- ii. What do you need from County, how will you get that information (meeting, document, diagrams) and when do you need that info or those resources.

(C) Offeror will be responsible for completing the digital marketing and social media marketing plan after being provided a high-level design and concept from the County. Describe what information is expected in order to complete the design, configuration, and implementation.

(2) Project Completion Deliverables: Offeror shall provide:

(A) Examples of Similar Work Performed

- i. Results of past plans.
- ii. Testimonials from other clients.

(B) Electronic files shall be provided in their native format. Scanned copies of original documentation are not acceptable electronic file formats.

(C) Files shall be stored on a flash drive and delivered directly to the Arena contact.

D. Customer References: Offeror shall list all completed projects of similar scope completed within the last 3 years. A minimum of five completed projects is required.

E. Pricing Terms:

1) Offeror shall provide monthly rates.

2) Each Offeror is responsible for its own expense in preparing, delivering or presenting a proposal, and for subsequent interviews or negotiations with the County, if any, as provided for in this RFP.

3. Proposal Life: All proposals made in response to this RFP and quoted pricing must remain in effect for a period of not less than 90 days after the date for proposal submission. Any proposal accepted by County for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by County.

4. Proposals Subject to Open Records Law: The Offerors are hereby advised that all proposals and the information contained in or related thereto are subject to Missouri Open Records Act and after contract award and execution of the Resulting Agreement shall be open to public inspection and may be viewed and copied by any member of the public; therefore, the County does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.

A. Offerors claiming a statutory exception to the Missouri Open Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the proposal and on the outside of that envelope that confidential materials are included. The Offeror must also specify which statutory exception provision applies. The County reserves the right to make determinations of confidentiality. If the County does not agree that the information designated is confidential under one of the disclosure exceptions to the Missouri Open Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Offeror. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the County will remove the proposal from consideration for award and destroy it.

B. The County does not consider prices to be confidential information.

C. The Offeror must submit its proposal based on the conditions contained in this paragraph without reservations or exceptions.

5 Clarification of RFP Terms: It shall be the Offerors' responsibility to ask questions, request changes or clarification, or otherwise advise the County if any term of this RFP appears to be ambiguous, vague, overbroad, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the proposal sought by this RFP to a single source.

A. Any and all communication from Offerors regarding clarification of RFP terms must be directed to the County Purchasing Manager listed herein. Such communication must be received by the date noted in ARTICLE 3 Section 3. **BACKGROUND AND RFP/PROPOSAL TIMELINE, RFP and Submittal of Proposals Timeline.**

B. The County shall make all attempts to adequately and promptly respond to all Offeror inquiries. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of amendments to the RFP posted on the County's website <http://www.sccmo.org/Bids.aspx> ., of any relevant or pertinent

information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.

6. Interview Conference: After an initial screening of the written proposals, any, or all of the Offerors submitting a proposal in response to this RFP may be required to give an oral presentation or demonstration of their proposal. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. The County reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Offerors.

7. Official Position of the County: The only official position of the County is expressly included in writing in this RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

8. Mandatory Documentation for Responsive Proposal: The following is a list of required document and information which must be included in each Proposal. Each Proposal should be structured in the same fashion as this Section of the RFP and must address and comply with every requirement listed.

[Remainder of this page intentionally left blank.]

A. Checklist of Required Documentation for Proposal Submittal

- _____ 1. Pricing Page (Form attached)
- _____ 2. Expertise, Experience, and Qualifications
- _____ 3. Capability, Availability, and Reliability
- _____ 4. Proposed Method of Performance
- _____ 5. Customer References
- _____ 6. Notarized Affidavit (Form attached **Exhibit A**)
- _____ 7. E-Verify MOU Signature Page
- _____ 8. Audit Clause for Contracts / Examination of Records
(Form attached **Exhibit B**)

[Remainder of this page intentionally left blank.]

ARTICLE 6 –EVALUATION FACTORS AND PROCESS

1. **Evaluation Criteria:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to the County. After determining responsiveness, proposals will be evaluated in accordance with the following criteria and maximum points per each criterion:

Evaluation Criterion Description	Maximum Points
Expertise, Experience, and Qualifications	15
Capability, Availability, and Reliability	20
Proposed Method of Performance	35
Customer References	15
Proposed Pricing	15

A. **Consideration of Information From All Sources:** The County reserves the right to consider information and facts, gained from all sources, including but not limited to the Offeror's proposal, presentations, demonstration, interviews, or references, in the evaluation process.

B. **Responsibility to Submit Information:** By submitting a Proposal in response to this RFP, each Offeror acknowledges, affirms and agrees that it is the Offeror's sole responsibility to submit information related to the evaluation criteria and that the County is under no obligation to solicit any information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information in its Proposal may constitute grounds for rejection of the Proposal.

2. **Evaluation Process:** The County will use the evaluation criteria stated above in the proposal evaluation and contract award process.

[Remainder of this page intentionally left blank.]

ARTICLE 7 - GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall govern the relationship between the Successful Offeror and the County absolutely and without exceptions. These General Terms and Conditions are not subject to revisions, exceptions or negotiations and shall be part of the post-award negotiated Resulting Agreement as if specifically set forth therein. The Offeror acknowledges, understands and agrees that in order for its proposal to be accepted for consideration, the proposal shall not contain any reservation or exception to these Terms and Conditions.

1. Agreement Components: The Resulting Agreement between the County and the successful Offeror is comprised of and includes all the following documents: (a) this **RFP No. 20-099** issued by the County, including any addenda (collectively referred to as “**RFP**”); (b) the successful Offeror’s proposal in response to the RFP (hereinafter, “**Proposal**”); (c) the post-award negotiated Contract, including all Exhibits, Schedules and Attachments, either attached to or incorporated into the Contract by reference; and (d) any changes to, amendments, modifications or supplementals of the post-award negotiated Contract in reverse chronological order.

A. Order of Interpretation: If there is a conflict, inconsistency or a discrepancy among and between the terms in the various documents that are part of the Resulting Agreement, the following order of interpretation shall apply:

(i) The terms set forth in the RFP will prevail over a conflicting or inconsistent term between the RFP and the Proposal;

(ii) The terms set forth in the post-award negotiated Contract will prevail over a conflicting or inconsistent term between the RFP and the post-award negotiated Contract.

(iii) Conflicting terms within or between Exhibits, Schedule(s) and Attachments shall be interpreted by giving priority to the term decided by the County in its sole discretion.

(iv) The successful Offeror shall request the County’s order of preference among conflicting requirements upon becoming aware of such conflict. The County reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP and the successful Offeror’s proposal.

B. Referential Inclusion: References in the Agreement to an Article or Section shall be deemed to be inclusive of all provisions within such Article or Section [e.g., a reference to Article **5** shall be deemed to include Section **5.A.** and a reference to Section **5.A.** shall be deemed to include Subsection **5.A.(1)**]. In addition, references in the

Agreement to a specific Schedule shall be deemed to include all appendices attached to the referenced Schedule.

2. Status as Independent Contractor: The successful Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the County. Therefore, the successful Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

3. Subcontractors: Any Offeror's proposal must identify all subcontractors, if any, and outline the contractual relationship between the Offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. County must approve the successful Offeror's subcontracting any portion of the services to be provided under the Agreement. The successful Offeror is responsible for the performance of any obligations that may result from this RFP and the Agreement and shall not be relieved by the non-performance of any subcontractor.

4. Employment of Unauthorized Aliens Prohibited: Pursuant to Section 285.530, RSMo., as a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation:

A. Enrollment in Federal Work Authorization Program: Affirm its enrollment and participate in in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services.

(1) Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Offeror, and the Department of Homeland Security - Verification Division.

(2) Through its enrollment and participation in a federal work authorization program (**E-Verify**) the employer business entity shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer business entity shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]. The online address to enroll in the E-Verify program is: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

B. Worker Eligibility Affidavit: Affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

C. Annual Submission Requirement: Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this proposal request. Offerors may choose to send the required documentation using one of the following options:

(1) Send the **Notarized Affidavit of Work Authorization (Exhibit A to the RFP)** to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; or

(2) Send the **Notarized Affidavit of Work Authorization (Exhibit A to the RFP)** and E-Verify MOU signature page along with the proposal solicitation response.

(3) These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page are valid and current for one (1) year from the date of the notarized affidavit. If the contract period extends past one (1) year, the successful Offeror shall submit the affidavit on each anniversary date on the affidavit. Failure to comply with this requirement shall be grounds for termination of the Resulting Agreement.

5. Law of Missouri to Govern: This RFP and the Resulting Agreement shall in all respects be interpreted under and governed by the laws of the State of Missouri without giving effect to conflicts of law principles. The Offeror shall comply with all local, state, and federal laws and regulations relating to this RFP and, if applicable, the performance of the Resulting Agreement.

6. Venue: Any legal action, suit or proceeding brought by any Offeror in any way arising out of or relating to this RFP and/or, as applicable, the Resulting Agreement shall be brought solely and exclusively in the Circuit Court of St. Charles County, Missouri or the federal district court located in St. Louis, Missouri, and each Offeror irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally. The Offeror shall not bring any legal action, suit or proceeding in any other jurisdiction against the County. The Offeror irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise, any objection that it may now or hereafter have to the venue of any of the aforesaid actions, suits or proceedings in the courts described herein, and further waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this RFP and/or, as applicable, the Resulting Agreement or the subject matter hereof or thereof may not be enforced in and by such court.

7. Ownership of Records: All documents, reports, exhibits, etc., produced by the Offerors at the direction of the County and information supplied by the County shall remain the property of County. The County shall have the right to reproduce and/or use any products derived from the successful Offeror's work without payment of any royalties, fees, etc.

8. Release to Public/Confidentiality: No material or reports prepared by the successful Offeror shall be released to the public without the prior consent of the County.

The Offerors shall not disclose to third parties confidential factual matters provided by County except as may be required by statute, ordinance, or order of court, or as authorized by the County. The Offerors shall notify the County immediately of any request for such information.

9. *Conflict of Interest:* Each Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under the Resulting Agreement. Each Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this RFP and the Resulting Agreement.

10. *Indemnification:* Each Offeror agrees to defend (with counsel chosen by the Offeror with consent of the County), indemnify and hold harmless the County, its members, officers, and employees from and against each and every claim, legal action or suit, whether in tort or contract, seeking remedies for any purported liability, losses, damages, and judgments for bodily injury, including death, and property damage, including destruction, arising from matters, actions, activities or operations pertaining to or connected with the Offeror's performance of its obligations under this RFP and, as applicable, the Resulting Agreement.

11. *Insurance:* For proposal purposes, Offerors must submit copies of certificates of insurance documenting the following coverages:

A. Worker's Compensation and Employer's Liability: Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than \$1.0 million.

B. Automobile, General Liability and Property Damage: The Contractor shall maintain the following minimum amounts of automobile, general liability, and property damage insurance coverage during the life of the contract: \$1,000,000 for bodily injury or death to any one person and \$3,000,000 per occurrence for automobile and general liability coverage; and property damage coverage of at least \$1,000,000. A Combined Single Limit Policy in the amount of \$3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.

C. Additional Requirements: The Automobile & General Liabilities policies shall be endorsed to include the County as an additional insured and provide for 30 days advance written notice of any material change. A Waiver of Subrogation in favor of the County shall be endorsed on each of the policies. The required insurance shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the County. A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the County prior to the commencement of any work. It shall be the contractor's responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.

12. *Non-Appropriation:* Any obligation on the part of the County to pay any amount due under the Resulting Agreement is subject to appropriation by the County in

each fiscal year of funds sufficient to fulfill the terms of the Resulting Agreement. Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which the County's obligation to pay any amount due under the Resulting Agreement applies, the County's obligation to pay any funds under the Resulting Agreement shall cease immediately without penalty of further payment being required, and the Resulting Agreement will terminate upon written notice to the successful Offeror by the County that there are no sufficient authorized funds lawfully available to meet the County's payment obligations as the appropriation was not voted in the annual budget ordinance.

13. County's Right to Terminate for Convenience: The County may, for any reason or for its convenience, terminate the Resulting Agreement, in whole or in part, by issuing a written notice of termination to the successful Offeror, which states the effective date of the termination.

14. Examination of Records (Exhibit B): The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

15. Veteran Friendly Employment Policy: Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information.

_____ "YES" our company has a veteran friendly employment policy.

_____ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.

PRICING PAGE

Monthly Base Price: _____

Maximum % price increase for first year renewal period _____ %

Maximum % price increase for second year renewal period _____ %

Any Additional Service Fees etc... _____

Note: The above states the minimum required Pricing information. For any additional pricing information, please insert additional lines or attach additional pages, clearly marked "PRICING PAGE".

Company Name: _____

Offeror Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Exhibit A

AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly
(Name) (Office held)

sworn, on my oath, affirm _____ is enrolled and will
(Company name)

continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to _____

(Describe project or insert RFP number)

for the duration of the contract, in accordance with RSMo Chapter 285.530 (2). I also affirm that _____ does not and will not
(Company name)

knowingly employ a person who is an unauthorized alien in connection with the contracted services related to the _____

(Describe project or insert RFP number)

for the duration of the contract.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo).

Signature (person with authority)

Printed name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am commissioned as a
notary (Day) (Month & Year)

Public within the County of _____, State of _____, and my
commission expires on _____.

Signature of Notary

Date

Exhibit B

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE PROPOSAL

Audit Clause for Contracts **Examination of Records**

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Offeror Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____
(Indicates acceptance of all RFP terms and conditions)

Date: _____

AUGUST 18, 2020

ADDENDUM #1

RFP 20-099 Digital Media and Social Media Marketing of the Family Arena

Addendum #1 is being issued to address a change in the RFP specifications.

On page 8 of the RFP, under Article 4, the following should be omitted:

1. *Specific Services:* Qualified organizations are invited to submit a proposal describing their ability to carry out the services within the above stated scope of work. It is anticipated that successful Offerors will provide the following specific services:

A. Offeror's on-site team shall report to the Arena's Marketing Manager for brief discussion of the daily tasks as well as what tasks have been completed or are in process.

Bidders shall sign this Addendum as acknowledgment and return it with the bid.

BID ADDENDUM

Addendum #1

Dated 8/18/2020

We, the undersigned, acknowledge the receipt of the above addendum, as dated.

By:

Title:

Company:

Date:
