

**ST. LOUIS COUNTY DEPARTMENT OF PARKS AND RECREATION
REQUEST FOR PROPOSALS FOR
FULL-SERVICE ADVERTISING, MARKETING, BRANDING, MEDIA AND
COMMUNICATIONS AGENCY
RFP 2019-34-JT**

Proposal Due Date: October 4, 2019 11:00 a.m. Prevailing Central Time

Submit Proposals To: Division of Procurement,
St. Louis County Government
8th Floor, 41 S. Central Ave.
Clayton, MO 63105

Submit: 1 (one) printed, signed original proposal
5 additional copies of the original proposal

Important Notice:

Effective immediately upon release of this Request for Proposals (RFP), and until notice of contract award, all official communications from Proposers regarding the requirements of this RFP shall be directed to the John Tigert, Procurement Manager, 8th floor, 41 S. Central Avenue, Clayton, MO 63105 at jtigert@stlouisco.com. The Director, Division of Procurement, or designee shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP by posting the same to the St. Louis County website with the RFP. Any other information of any kind from any other source shall not be considered official, and Proposers relying on other information do so at their own risk.

**ST. LOUIS COUNTY DEPARTMENT OF PARKS AND RECREATION
REQUEST FOR PROPOSALS FOR
FULL-SERVICE ADVERTISING, MARKETING, BRANDING, MEDIA AND
COMMUNICATIONS AGENCY**

SECTION 1: THE PROJECT

St. Louis County Department of Parks and Recreation (STLCP), as part of its overall strategic communications marketing plan, places advertising in the St. Louis County area media to develop community support, create a brand identity and build awareness of its programs and services.

We invite qualified parties to submit proposals for a contract to provide full-service advertising, marketing, branding, media and communications services. We are looking to increase overall awareness, increase usage of parks, increase attendance at events, increase social media usage and increase usage of facilities. We seeks a respondent with significant experience in branding, marketing, media buying, a strong knowledge of the St. Louis Metro Area's media markets and demonstrable skills in maximizing funds.

St. Louis County Department of Parks and Recreation has a limited amount of funds available for marketing and advertising for the year 2020. Budget information for years 2021 and 2022 are unknown at this time. All proposals should be based on a yearly budget of \$120,000.

We are looking for agencies who will work as non-exclusive contractors with the understanding that St. Louis County's in-house services and staff may also be used for advertising and promotional efforts.

Agencies should commit top-level management and creative talent to our account and be highly responsive and conscientious.

Joint venture proposals to perform the functions solicited will be accepted.

SECTION 2: MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

This RFP is subject to County Ordinance 27,043. It is the policy of the County that Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs) shall have maximum meaningful opportunity to participate in the performance of contracts let by the County.

A current directory containing the names of firms that are certified as eligible to participate in this RFP as M/WBEs may be obtained from the County's Chief Diversity Officer, St. Louis-Lambert International Airport or from the Missouri Department of Transportation. This directory is not an endorsement of the quality of performance of any contractor listed; it is only an acknowledgement of the listed firms' certification as a M/WBE. Firms not certified will not be eligible for an incentive credit applicable during evaluation of proposals (see Section 8).

Firms certified after the publication of updates to the directory may be considered only if their certification is active at the time of the proposal submission. Proposers may contact the County's Chief Diversity Officer at (314) 615-7047 to verify the status of a firm's certification.

SECTION 3: RFP SCHEDULE, INSTRUCTIONS AND COMMUNICATIONS

- 3.1 Listed below are the milestone dates of activities related to this RFP. In the event these dates change, Proposers will be notified via addendum posted on the St. Louis County (“County”) website. It is County’s goal to meet the dates specified.

Milestone	Date
Deadline for Written Questions & Requests for Clarifications	September 19, 2019
Issuance of final addendum	September 24, 2019
Proposals Due	October 4, 2019
Proposer Presentations	October 14-18, 2019

3.2 Instructions

- 3.2.1 Direct all inquiries and correspondence by email to:

John Tigert, Procurement Manager
E-mail: jtigert@stlouisco.com

- 3.2.2 Contact with any representative, other than that outlined herein, concerning this RFP is prohibited. “Representative” shall include, but not be limited to, all elected and appointed officials, and employees of County and the agencies within St. Louis County. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of the County Director of Procurement.

- 3.2.3 Any changes or updates to the Request for Proposals will be in the form of an addendum posted on the County’s website along with the original RFP. It is the proposer’s responsibility to monitor the site for any addenda. All addenda must be signed as acknowledged and accepted. The signed acknowledgement must be submitted with the proposal.

- 3.2.4 Any questions regarding the RFP shall be submitted by email by September 19, 2019 at 5:00 p.m. Prevailing Central Time, to allow time for posting of any necessary addenda before the submission deadline. Questions may be submitted via email at jtigert@stlouisco.com.

3.3 Submission and Opening of Proposals

- 3.3.1 Proposals shall be submitted in a sealed envelope labeled “Full-Service Advertising, Marketing, Branding, Media and Communications Agency – RFP 2019-34-JT”. Proposers using commercial carriers shall ensure that the proposal is marked on the outermost wrapper. The proposal, in the form of one original and 5 copies shall be received by 11:00 a.m. Prevailing Central Time on October 4, 2019 at the St. Louis County Division of Procurement, 41 S. Central, 8th Floor, St. Louis, Missouri, 63105. Any proposals received after the time specified for the receipt of proposals shall not be considered unless the Proposer provides, and County accepts reasons demonstrating good cause for the delay. It is the responsibility of the Proposer to ensure that the package is received at the right location and before 11:00 a.m. Prevailing Central Time.

- 3.3.2 County reserves the right to accept or reject any or all proposals and to waive any irregularities in the proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Proposer.
 - 3.3.3 No proposals submitted by email or facsimile, or any modifications to previously submitted proposals, made by email or facsimile, shall be considered. If a proposal is sent by mail, allowance shall be made by the Proposer for the time required for such transmission.
 - 3.3.4 A legally authorized representative of the Proposer shall sign the proposal. All Proposers must complete and submit Attachment 2 – Authorized Signatures.
 - 3.3.5 No responsibility shall be attached to any person for premature opening of a Proposal not properly identified.
 - 3.3.6 County is subject to Chapter 610 of the Revised Statutes of Missouri. The contents of proposals submitted in the RFP process, with selected exceptions, shall be open records and be open to inspection after a contract is executed or County rejects all proposals.
 - 3.3.7 All opened proposals become the property of County.
 - 3.3.8 No corrections are permitted after the stated proposal due date and time. If a correction is required prior to the due date and time, the Proposer shall submit an amendment to the original proposal identifying the section, article, and page number(s) of the change made in a sealed envelope entitled AMENDMENT and labeled with the RFP number, title, Proposer name, and proposal due date.
 - 3.3.9 Failure of the Proposer to comply with the requirements of this RFP or evidence of unfair proposal practices are causes for rejection of the proposal.
 - 3.3.10 County shall notify all proposers when a selection has been made. Notice will be posted with the RFP on the County website if the County elects to reject all proposals.
 - 3.3.11 This RFP does not commit County to make an award, nor shall County pay any costs incurred by Proposers in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.
 - 3.3.12 Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork or expensive paper and bindings are neither necessary nor desired.
 - 3.3.13 After proposals are submitted, County may request presentations and/or demonstrations of the solutions proposed in response to the RFP. County shall contact proposers to schedule such presentations/demonstrations. All presentations/demonstrations shall be within the St. Louis metropolitan area.
- 3.4 Formation of Agreement
- 3.4.1 County intends to enter into negotiation in an effort to reach a mutually satisfactory agreement, which represents a contractual obligation and shall be executed by

both County and the Proposer. The language contained in Section 9 of this RFP, "Contract Requirements" shall be included in the negotiated agreement. The agreement shall be based on the proposal documents, the proposal submitted by the selected Proposer and items resulting from the associated negotiations.

3.4.2 County reserves the right to award based on the Proposal determined to be the best value to the County in conformance with Section 107.132 SLCRO.

3.5 Modification or Withdrawal of Proposal

3.5.1 Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of one-hundred twenty (120) calendar days thereafter. County reserves the right to request that the proposer keep the proposal open beyond the one-hundred twenty (120) calendar day period.

3.5.2 Prior to the date and time designated for receipt of proposals, proposals submitted early shall be withdrawn only by written notice to the County Director of Procurement. Such notice shall be received by County prior to the designated date and time for receipt of proposals.

3.5.3 Withdrawn proposals may be resubmitted up to the time designated for receipt of proposals provided that they are then fully in conformance with this RFP.

3.5.4 If an emergency or unanticipated event interrupts normal County business or processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent County requirements preclude amendment of the RFP, the time specified for receipt of proposals shall be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal County business resumes.

SECTION 4: COUNTY INSURANCE REQUIREMENTS

The selected proposer ("Contractor") agrees to carry the following insurance coverage for the duration of this contract and will provide County with Certificates of Insurance for all required coverage prior to commencement of the work under this contract. Contractor shall also provide County with notice of policy cancellation, termination or modification of any kind within thirty (30) calendar days of the change.

4.1 Commercial General Liability (CGL) and, if necessary, commercial general umbrella insurance with a limit of no less than \$1,000,000 per each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location (project). CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products – completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

4.2 Business Automobile Liability, a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired

automobiles. Limits of not less than \$1,000,000 per accident for bodily injury and property damage claims that may arise as a result of operations under this contract.

- 4.3 Workers Compensation Insurance and Employer Liability with statutory limits and Employer Liability Insurance with limits no less than \$500,000.
- 4.4 Professional Liability (Errors & Omissions) Insurance appropriate to the Consultant's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of Consultant's services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per occurrence.
- 4.5 Indemnification. Consultant shall indemnify, defend and hold harmless the County, its elected and appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses and expense, to the fullest extent permitted by law, including but not limited to attorneys' fees arising out of or resulting from the performance of the bidder's work provided that any such claim, damage, loss or expense attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and only to the extent it is caused in whole or in part by any negligent act or omission of successful bidder, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any indemnified party.

SECTION 5: SCOPE OF WORK

The Consultant should consider the scope of work as a guide for submission. In exchange and as consideration for the Consultant to submit its reply to this RFP, the Consultant agrees to comply with all requirements placed upon Consultants specified in this RFP.

- 5.1 Qualifications. The successful Consultant must demonstrate experience in the following areas:

- Evaluating and defining brands
- Defining, profiling and targeting a brand's audience
- Launching effective brand campaigns
- Optimizing placements among various media markets
- Planning, designing and executing high-impact digital and internet marketing strategies

The successful Consultant must have the ability to work in a responsive and cooperative manner with the County's staff members and the County Council.

STLCP is looking for agencies who will work as non-exclusive contractors and with the understanding that St. Louis County's in-house services and staff may also be used for advertising and promotional efforts.

Agencies should commit top-level management and creative talent to STLCP's account and be highly responsive and conscientious.

Joint venture proposals to perform the functions solicited will be accepted.

- 5.2 Services Required. The successful Consultant will have the following expectations but may not be limited to:

1. Serve as a non-exclusive, full-service advertising, branding, marketing, media and communications agency to promote STLCP.
2. Work with STLCP to develop an overall strategy to improve its image and make the public more aware of available resources.
3. Analyze all relevant research to recommend the best strategies and media channels, and may conduct additional research, in order to suggest refinements to strategies, campaigns or creative executions.
4. Perform all necessary services related to the successful development and execution of advertisements including TV, radio, print, direct mail and digital and internet marketing. STLCP is particularly interested in cost-effective media production and buying methods. Proposals should include an explanation of what production methods would be used.
5. Perform media production services including but not limited to: creative concept, graphic design, photography, copywriting, talent/ownership negotiations, pre-press and printing. The successful bidder will perform all aspects of film, video, radio, digital and other new media direction, production and post-production including: creative concept, development, copywriting, casting, talent/ownership negotiations, shooting, editing, dubbing and trafficking.
6. Provide full media planning, buying and creative services related to the production and execution of advanced digital technologies such as internet marketing, mobile marketing, social media messaging and other new technologies as agreed upon in consultation with STLCP.
7. Perform media-buying services to purchase advertising across all types of media including but not limited to: pre-buy analysis, media planning, media buying (negotiating best rates and placement), tracking and post-buy analysis.
8. Identify media placement alternatives on a project-by-project basis, obtain cost estimates for these placements and then subsequent to the initiation of any project, submit a detailed accounting of all purchases made on a monthly basis.
9. Work in collaboration with STLCP staff and provide advice, counsel and assistance on matters pertaining to marketing and advertising to ensure the brand is being carried out effectively.
10. Upon request the Consultant will prepare a written analysis of the campaign, including effectiveness, results and recommendations for improvements.
11. The Consultant may subcontract with other firms, as appropriate, pending the approval of STLCP.
12. The Consultant must have the ability to initiate services immediately upon the execution of the contract with the department

5.3 Documentation/Deliverables

The Consultant will be paid for the items called for in this contract when the items are delivered and accepted by STLCP and upon submission of certified, detailed invoices in triplicate.

Deliveries shall be made strictly in accordance with the delivery schedule defined in the contract. Should the Consultant fail to do this, County may terminate the contract, in whole or in part in accordance with the "Termination" clause of the contract. County expressly retains all other rights or remedies provided by law for any violation of this clause and no action by County shall constitute a waiver of any such right or remedy.

SECTION 6: TERM OF THE CONTRACT

- 6.1 The Contract term shall be for an initial term of one (1) year, commencing on January 1, 2020 and terminating on December 31, 2020 with the option to renew, upon mutual agreement, for two (2) additional one (1) year terms.

SECTION 7: PROPOSAL CONTENTS

- 7.1 Each Proposal shall include a description of the Proposer's capacity to meet the RFP requirements including, but not limited to, the financial capacity of the firm, the number of the technical staff, and the ability to perform the desired work within the defined time frame.
- 7.2 Proposer shall submit a detailed pricing proposal for the services to be provided. See Attachment 4. The Proposal Price shall not exceed \$120,000.00 per year, inclusive of worked time in hours for the completion of each task and items which are normally referred to as reimbursable expenses, i.e., travel, meals, and lodging. This will be the cost to be used in determining point scores for cost evaluation purposes.

Proposal shall also identify the hourly rate for any additional services requested by County for implementation of Proposer's recommendations. Pricing proposed must apply to each term of the contract.

If Proposer includes any optional services or products, such services or products shall be individually priced and clearly labeled as optional.

- 7.3 Proposal Requirements: To standardize submissions and assist in evaluation, proposals shall be submitted in the following format:

7.3.1 Section 1

Provide a discussion of the Proposer's overall qualifications and experience in providing similar services. The Proposer shall demonstrate that it possesses the experience necessary to successfully perform the Services required by this RFP.

7.3.2 Section 2

Describe the services to be provided. If applicable, this section should include a detailed breakdown and description of the specific steps that will be followed to perform the services required by this RFP. Proposers may elect to include in this section any innovative methods or concepts that might be beneficial to the County if the requirements established in this RFP are met.

7.3.3. Section 3

List key personnel who would be assigned to work with the County. Please include professional resumes, a description of the extent of staff experience, expertise with similar contracts, past work related to proposed services, and proposed role on the project team.

7.3.4 Section 4

In this section include five (5) references of organizations for whom Proposer has provided similar services (to those sought by this RFP) within the last five (5) years. Each reference must include the organization's name, mailing address, contact name, contact telephone, email information, and the specific service(s) provided by the Proposer. It is the responsibility of the Proposer to ensure that this information is current and accurate.

7.3.5 Section 5

Supplemental Services (optional) – please list any other related and recommended products or services not specified in this RFP which may be considered when deemed in the best interest of the County for the services sought.

7.3.6 Section 6

Required forms:

- a. Work Authorization Affidavit for Business Enterprise Entities Pursuant to 285.530 R.S.Mo. (see Attachment 1)
- b. Authorized Signatures (see Attachment 2)
- c. Exceptions to Section 9 (see Attachment 3)
- d. Price Proposal Form (see Attachment 4)
- e. M/WBE Certification (if applicable, see Section 8)
- f. Addendum Acknowledgement Forms (to be included when addenda are issued)
- g. Affidavit of Compliance with SLCRO 12.020

SECTION 8: EVALUATION OF PROPOSALS

- 8.1 Evaluation of proposals shall be performed by an Evaluation Committee in compliance with Section 107.132 SLCRO. The Evaluation Committee may make a recommendation of a proposal that represents the best value to the County, taking into account the price; ability, capacity or skill of the proposer to provide the required services; whether the proposer can provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the proposer; the quality of performance of previous contracts or services; the previous and existing compliance by the proposer with laws and ordinances relating to the service; the sufficiency of the financial resources and ability of the proposer to provide the services; the quality and availability of the contractual services required; the ability of the proposer to provide any necessary future service; and the number and scope of conditions attached to the proposal.

The County will provide a 15% incentive credit to each M/WBE Proposer. The incentive credit will be provided during the proposal evaluation process. To qualify for the incentive credit, the M/WBE Proposer must include a copy of the current M/WBE certification

approval letter issued by the certifying agency. The certifying agencies are St. Louis-Lambert International Airport and the Missouri Department of Transportation. To count towards the M/WBE incentive credit, each M/WBE must be certified in a North American Industry Classification System (“NAICS”) code applicable to the kind of work the firm would perform on the contract.

8.2 Proposals: Proposals may not be considered, and may be rejected as non-responsive, unless the proposal includes or is accompanied by a signed and fully completed response to the RFP including all references and point-by-point responses to the RFP.

8.3 Proposal Evaluation Criteria:

1. Award shall be made to the Proposer whose proposal provides the best value of the County.

2. The proposals shall be evaluated by an Evaluation Committee according to the following criteria:

A. Proposer’s understanding of the scope and conditions related to the project and Proposer’s ability to address County’s requirements (Weight = 45%)

1. Demonstrated understanding of the proposed scope of work.
2. Demonstrated understanding of regional conditions in the St. Louis area that may affect the project.
3. Proposed methodology and approach to the project, to include the technology and/or methods the Proposer intends to use to meet the project requirements.
4. Organization and clarity of the proposal and oral presentation.

B. Specialized experience and technical competence of the Proposer(s) and assigned personnel relative to the requirements outlined in this RFP. (Weight = 15%)

1. Experience and technical competence of the Proposer and subcontractor(s).
2. Experience and technical competence of the project manager.
3. Experience and technical competence of other key personnel.
4. Total hours/level of assignment committed for the project manager and other key project staff.

C. Previous work experience of the project team and satisfactory accomplishment of contract responsibility by the Proposer, as demonstrated through references, work samples, and other required information about the Proposer’s and/or subcontractor’s firm. (Weight = 15%)

1. Quality of final products.
2. Ability to meet work schedules.
3. Responsiveness to client input.
4. Ability to work within budgeted amounts.
5. Client references.

D. Project cost and schedule of workforce commitment. (Weight = 10%)

1. Hourly rate.
2. Project schedule.
3. Total hours/level of assignment committed for the project manager and other key project staff.

E. M/WBE Certification of Proposer (Weight = 15%)

8.4 Additional Considerations:

- a. The County reserves the right to invite proposers to perform formal presentations.
- b. Agreement to County's contract terms as indicated on Attachment 3.

SECTION 9: CONTRACT REQUIREMENTS

The following contract terms, in addition to requirements and services identified herein, shall be included in the contract entered into by the County and the successful Proposer.

Proposer shall acknowledge acceptance of the contract terms or state "Take Exception" to each specific term and offer alternative language. Proposer shall specifically list any exceptions taken (*by number*) in Attachment 3. If no exceptions are taken, Proposer may acknowledge acceptance of the contract terms by stating such position on Attachment 3.

9.1 Independent Proposer:

The relationship of the Proposer to the County shall be that of independent Proposer and no principal agent or employer-employee relationship is created by the contract.

9.2 Conflict of Interest:

The Proposer shall not employ as a director, officer, employee, agent, or sub-contractor any elected or appointed official of the County or any member of his/her immediate family.

9.3 Non-Discrimination of Employment: The Proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, rates of pay or other forms of compensation, and selection for training including apprenticeship. In the event of Proposer's noncompliance with the provisions of this paragraph, the contract may be terminated or suspended in whole or in part and Proposer may be declared ineligible for further County contracts.

9.4 Obligations and Subcontracts:

The Proposer agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this contract, whether completed by the Proposer or a subcontractor on behalf of the Proposer.

9.5 Changes in Contract:

The Contract may be changed only upon the written agreement of the parties.

9.6 Governing Law:

This Contract is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri shall govern the construction of this contract and any action or causes of action arising out of this contract. Any and all claims or causes of action arising out of this contract shall be litigated in the Twenty-First Judicial Circuit Court of the State of Missouri.

- 9.7 Termination:
The County shall have the right to terminate the contract immediately in the exercise of its absolute and sole discretion, upon written notice to the Proposer. After receipt of such notice, the contract shall automatically terminate without further obligation of the parties. Proposer must provide 90 days written notice to County of intent to terminate this contract.
- 9.8 Funding Out:
This contract shall terminate at such time, if any, that the County Council fails to appropriate sufficient sums in the budget year for which the contract applies to pay the amount due.
- 9.9 Wording Conflicts:
Should there be a conflict in wording between the contract and the Proposer's RFP response, the contract shall prevail. The Proposer's RFP response shall be attached and incorporated into the contract.
- 9.10 Indemnification:
Proposer agrees to defend, indemnify and hold harmless the County, its elected and appointed officials, employees and volunteers from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of the Proposer, its subcontractors, agents, servants or employees.
- 9.11 Contingent Fee:
Proposer warrants that no agreement has been made with any person or agency to solicit or secure this Agreement upon an understanding for a gratuity, percentage, brokerage or contingent fee in any form to any person excepting bona fide employees of Proposer or bona fide established commercial or sales agencies. For breach of this Warranty County may by written notice terminate the right of the Proposer to proceed under this Agreement and will be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of this Agreement. As a penalty in addition to any other damages to which it may be entitled to by law. County may recover exemplary damages in an amount to be determined by the County, which amount will not be less than three (3) nor more than ten (10) gratuity, commission, percentage, brokerage or contingent fee. The rights and remedies of County as provided in this Paragraph will not be exclusive and are in addition to any other rights or remedies as provided by law.
- 9.12 Contract Period:
Any contract derived from this RFP shall be effective January 1, 2020. The parties may elect to renew the contract for up to two (2) additional one-year terms.
- 9.13 Contract Fees:
The fees quoted by the successful Proposer shall remain firm during the contract term.
- 9.14 Books and Records:
Proposer shall at all times keep and maintain adequate books, records, receipts, and accounts, which shall be made available for the County's inspection upon the County's request.

ATTACHMENT 1

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 285.530(2) R.S. Mo.

Missouri Revised Statutes Section 285.530(2) requires recipients of St. Louis County contracts in excess of \$5,000 to provide an affidavit and documentation showing that the contracting party participates in a federal work authorization program with respect to employees working on the contracted services:

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530(2) R.S.Mo.

Business Entities

Pursuant to 285.530(2) R.S.Mo., business entities awarded St. Louis County contracts in excess of \$5,000 must affirm their enrollment and participation in a federal work authorization program with respect to the employees working on the contracted services by:

- (1) Submitting a completed, notarized copy of the WORK AUTHORIZATION AFFIDAVIT FOR BUSINESS ENTITIES form, and
- (2) Providing documentation affirming the business entity's enrollment and participation in a federal work authorization program (see below) with respect to the employees that are working in connection with the contracted services.

A Federal work authorization program is an electronic verification of work authorization program or any equivalent federal work authorization program operated by the United States Department of Homeland Security. The E-Verify program is an internet-based work authorization program and is a widely-used worker verification program offered by the Department of Homeland Security.

Information on the E-Verify program can be found at www.uscis.gov/e-verify or at www.uscis.gov/portal/site/uscis by clicking on the E-Verify icon on the left side of the screen. The E-Verify Memorandum of Understanding ("MOU") can be found at www.gov/files/nativedocuments/MOU.pdf.

Acceptable documents to show enrollment and participation in the E-Verify program consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the employer, and (2) a valid, completed copy of the signature page signed by the employer and the Department of Homeland Security – Verification Division.

Individuals or Sole Proprietorships

Pursuant to 208.009 R.S.Mo., no alien who is unlawfully present in the United States shall receive any contract from local governments, including St. Louis County. Accordingly, individuals or sole proprietorships awarded any contract with St. Louis County must provide proof that the

individual is a citizen or permanent resident of the United States or is lawfully present in the United States.

Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

This proof must be submitted to County after a proposer is selected and prior to contract execution. Failure to provide the required documentation may result in County's rescinding of the award of the contract.

Failure to Comply

Compliance with Section 285.530(2) R.S.Mo. is required for any contract with St. Louis County in excess of \$5,000. If a business entity that is awarded a contract does not complete and return the required documents and/or affidavits to St. Louis County as part of the contract, this failure will be deemed a breach of the terms of such contract. St. Louis County, Missouri has the right to refuse to honor any contracts or orders, both present and future, with any business entity that does not provide the affidavits and/or documents required by 285.530(2) R.S.Mo. to St. Louis County. Pursuant to Section 208.009 R.S.Mo., no contract for any amount shall be awarded to any individual by St. Louis County without documents showing proof of that person's citizenship or lawful presence, or by individual affidavit averring to the individual's citizenship or lawful presence in the United States.

**WORK AUTHORIZATION AFFIDAVIT FOR BUSINESS ENTITIES
PURSUANT TO 285.530 R.S.Mo.
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

County of _____)

) SS.

State of _____)

My name is _____.

I am:

An individual or sole proprietor (see instructions regarding required documentation. No affidavit is required.)

OR

The _____ (title) of
_____ (name of business). I am authorized to make this affidavit and have personal knowledge of the facts stated herein.

I hereby affirm that the aforementioned business is enrolled in and participates in a federal work authorization program operated by the United States Department of Homeland Security with respect to all employees working in connection with this contract. I have attached documentation to this affidavit to show enrollment and participation by the aforementioned business in a federal work authorization program, as required by Section 285.530 R.S.Mo. In addition, I affirm that this business does not knowingly employ any person who is an unauthorized alien in connection with the work on this contract.

Further, Affiant sayeth not.

Signature of Affiant

Printed Name

Title

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

**ATTACHMENT 2
AUTHORIZED SIGNATURES**

List the name and title of those individuals in your organization who are authorized to execute proposals, contracts, and other documents and/or instruments on behalf of the organization. Specify if more than one signature is required.

NOTE: Signature shall appear next to name

Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title

The undersigned, being duly sworn, deposes and says that the foregoing is a true statement of facts concerning the individual, corporation, co-partnership or joint venture herein named, as of the date indicated:

Name of Firm - Be Exact _____

<p align="center">Sworn to before me this</p> <p>day of _____ ,</p> <p align="center">Notary Public</p> <p align="center">Notary Seal</p>	<p align="center">Authorized Signature(s)</p> <p align="center">Corporate Seal(s)</p>
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Please type or print information for your organization's **primary contact** person regarding this RFP.

Name _____

Phone number _____

E-mail _____

ATTACHMENT 3
EXCEPTIONS TO SECTION 9

___ No exceptions are taken.

Paragraph No.	Proposer's alternative language

ATTACHMENT 4
PRICE PROPOSAL AND SCHEDULE

Proposer shall specify an hourly rate, inclusive of all administrative, travel, report production, general overhead, profit and related expenses.

Proposer shall also submit a proposed schedule for the performance of the requirements of the RFP, including proposed implementation of recommendations resulting from Proposer's analysis.

AFFIDAVIT OF COMPLIANCE WITH ST. LOUIS COUNTY CHARTER SECTION 12.020

I, _____, _____ of
(Name) (Title)

_____, am authorized to make this affidavit, and
(Company Name)

by doing so, I attest that the Company, which is a

() sole proprietorship () partnership () joint venture () limited liability company

() corporation, incorporated under laws of State of _____,

is in compliance with the following representations:

1. Said Company has not made a campaign contribution to a candidate for elective office authorized by the St. Louis County Charter (County Executive, County Councilmember, County Prosecutor, or County Assessor) within 90 days of issuance of this solicitation (hereinafter "prohibited contribution"); and
2. Said Company shall not make a prohibited contribution within 90 days after award of the contract from this solicitation; and
3. If Company makes a prohibited contribution within 90 days of award of the contract from this solicitation, then said Company is disqualified from entering into such contract with St. Louis County; and
4. If Company makes a prohibited contribution within 90 days of award of the contract from this solicitation and executes such contract with St. Louis County, said contract shall be deemed void; and
5. Said Company will comply with all applicable laws, ordinances, rules and regulations governing the conduct of business in St. Louis County and the State of Missouri.

I, the Affiant, acknowledge that I am signing this Affidavit as a free act and deed of the Company and not under duress.

Affiant Signature

Subscribed and sworn to before me, a notary public, in _____, _____,
this ____ day of _____, 20____. County State

Notary Public

My commission expires: _____

ST. LOUIS COUNTY CHARTER

Section 12.020. No candidate committee for a person who is a candidate for an elective office authorized by this Charter shall accept a campaign contribution from any person who, or entity that, is competing or submitting an application for any St. Louis County contract beginning ninety (90) days before any solicitation or request for proposals issued and ending ninety (90) days after the corresponding contract has been awarded; if any candidate committee accepts such a prohibited contribution, the person or entity making the offending contribution shall be disqualified from entering into such a contract with the County and, if any such prohibited contract has been executed, it shall be deemed void.

(General election of 11-6-18)