



**THE CITY OF ST. LOUIS
OFFICE OF THE TREASURER**

REQUEST FOR PROPOSALS

AMERICAN RESCUE PLAN ACT
GUARANTEED BASIC INCOME - FINANCIAL DISTRIBUTION

ISSUANCE DATE: May 31st, 2023
APPLICATION DUE DATE: June 20th, 2023

City of St. Louis Treasurer's Office
133 S. 11th Street
Suite 530
St. Louis, MO 63102
sykesj@stltreasurer.org

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ESTIMATED SCHEDULE (SUBJECT TO CHANGE):

Date	Activity/Time
May 31st, 2023	Request for Proposal Released
June 13th, 2023	Deadline for Bidder's Pre-Application Questions
June 20th, 2023	Due Date of Application- NO EXCEPTIONS 5:00 PM (CDT)
July 27th, 2023	Tentative Selection by Selection Committee
August 7th, 2023	Notification of Award
September, 2023	Tentative Contract Start Date
August 1, 2025	Proposed Contract End Date with potential extension for review

I. Purpose and Intent

The City of St. Louis Treasurer's Office seeks proposals for the American Rescue Plan Act (ARPA) Guaranteed Basic Income - Financial Distribution Partner. Ordinance 71591 appropriates \$5,000,000 in ARPA funding to the Office of the Treasurer for a Guaranteed Basic Income program. \$4,000,000 is allocated to be distributed to 440 families in increments of \$500 over 18 months. \$50,000 is allocated for financial distribution services. The Implementation Partner RFP was released alongside the Data and Evaluation RFP for \$400,000 and \$300,000, respectively. The Financial Distribution Partner will work closely with other contracted entities to support the Guaranteed Basic Income Pilot Program.

The purpose of this RFP is to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified, responsive, and responsible proposal. Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as "Respondents."

Issuing an RFP does not obligate the City of St. Louis to award a contract to any provider, nor is the City of St. Louis liable for any costs incurred by the organizations in the preparation of proposals. Nothing in this RFP nor in any proposal in response to this RFP is intended to be, nor should anything be construed, as an offer of engagement. Nor shall the selection of a Respondent be construed as an offer of engagement unless and until a contract is fully negotiated and fully executed by all parties. The City retains the right to award parts of the contract to several bidders, not to select any bidders, and/or to re-solicit proposals.

The City reserves the right to reject any and all proposals submitted and to waive any and/or all non-material irregularities pertaining to the submission of the proposal. Additionally, any and all RFP projects elements, requirements and schedules are subject to change and modification. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspect(s) of the RFP process to obtain

further information from any and all respondents, and to waive any defects as to form or content of the RFP or any responses by any organization/business. All submitted materials will become the property of the City, may become public documents at any time during the selection process, and will become public documents at the conclusion of the selection process. Any and all documents submitted by the Respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. By submitting a response to this RFP, each Respondent acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.

II. Contact Person & Questions

Please direct all communications regarding the RFP with a clearly marked subject head of “RFP – ARPA GUARANTEED BASIC INCOME - FINANCIAL DISTRIBUTION” to:

Shirley Rukcic
Chief of Staff & Counsel
Rukcics@stltreasurer.org

No contact with other City employees is permitted. Unauthorized contact regarding this RFP may result in disqualification or rejection of a proposal.

Questions must be submitted no later than June 13th, 2023. The Treasurer’s Office will maintain a list of all firms or individuals requesting copies of the RFP and will ensure that copies of all questions and responses shall be made available in writing to each firm on such list, when requested. Answers will also be publicly posted at <https://www.stlouis-mo.gov/government/procurement/index.cfm#rfp>.

Questions should be asked in consecutive order, from beginning to end, following the organization of this RFP. Each question should begin by referencing the RFP page number and section number to which it relates. Short procedural inquiries may be accepted by telephone; however, oral explanations or instructions given over the telephone shall not be binding upon the Treasurer’s Office. Respondents should not otherwise contact the Treasurer’s Office directly, in person, by telephone, facsimile, or by e-mail, concerning this RFP.

Contact with the Treasurer’s Office after the submission of qualifications is limited to status inquiries only and such inquiries are only to be directed to the above-named individual. Any further contact or information about the RFP to the Treasurer’s Office or any of its employees or any Selection Committee Members will be considered an impermissible supplementation of the respondent’s proposal.

III. Submission & Deadline

In order for the Treasurer’s Office to consider proposals, Respondent’s submission must be received by:

<u>Date:</u>	June 20th, 2023
<u>Time:</u>	5:00 P.M. CT
<u>Location:</u>	Treasurer’s Office 133 S. 11th Street Suite 530 St. Louis, MO 63102 sykesj@stltreasurer.org

Proposals received after this deadline will not be accepted.

The RFP must be labeled on the outside of the package to clearly indicate that it is in response to the “**RFP FOR ARPA GUARANTEED BASIC INCOME - FINANCIAL DISTRIBUTION**”. Each Respondent must submit one (1) sealed, complete, original proposal and six (6) sealed, full, complete and exact copies of the original. Proposals must utilize 8.5 x 11-inch paper, use standard 12-point font, have 1.5-2.0 spacing, and contain a Table of Contents. It is suggested that Respondents make and retain a copy of its proposal.

Respondents shall also submit proposals in Word and PDF form via e-mail to the address listed above.

IV. Required Qualifications & Certifications

The City of St. Louis is seeking Financial Distribution services to support the Treasurer’s Office and City of St. Louis with collecting and analyzing information about the Guaranteed Basic Income program. This includes:

- Experience with issuing reloadable debit cards

Further, Respondents must demonstrate the following:

- That it is not on a Suspension or Debarment List (see paragraph 8 of the Terms and Supplementary Conditions).
- That it is registered in the System for Award Management at <https://sam.gov> (see paragraph 7 of the Terms and Supplementary Conditions).
- Staff with the appropriate certifications and licensure to perform the proposed services.
- The ability to increase service capacity as needed to accommodate and manage needs throughout the period of performance.
- That it has in place administrative policies and practices allowing it to effectively identify and control staff duties based upon differing funding sources.
- The ability to provide detailed grant reporting and documentation of results.
- The ability to ensure compliance with all documentation, laws and regulations relating to American Rescue Plan Act of 2021, Pub. L. No. 117-2, § 9901 (March 4, 2021) (ARPA) funding.
- Possession of all permits, licenses and professional credentials necessary to perform the services specified in this RFP.
- The organizational capacity to handle risk and liabilities, including a strong governance structure, insurance and financial stability.
- Experience with managing federal grants, managing diverse types of funding, and good records management and financial accounting systems.
- Payment of all City taxes, and all required business licenses or business license waivers.

V. Scope of Work

The City of St. Louis is seeking a Financial Distribution partner to support the Treasurer's Office and City of St. Louis with distributing funds and overseeing fund transfers for the Guaranteed Basic Income (GBI) program, spanning 18 months.

The scope of work for this program includes:

- Work collaboratively with city staff, contracted vendors, and other relevant partners to ensure funds are distributed in a timely fashion
- Provide reloadable debit cards in the amount of \$500/month for 18 months
- Collect and forward spending data to relevant city personnel and contracted vendors
- Provide technical support for GBI Program recipients regarding their debit card for any issues that prohibit their accessing funds

Special consideration will be given to vendors that offer ACH direct deposit. This is not a requirement. Any additional benefits associated with services should be described in the respondents' proposal.

Communications

All official communication regarding the GBI program is jointly created with the Treasurer's Office and the City of St. Louis. Financial Distribution partners will be asked to contribute information to our media reports, including spending data, the amount distributed, and the amount left for distribution.

VI. Funds Available

The funds available for financial distribution services are shown in the table below.

Note: Do not exceed 10 percent of the overall budget towards indirect costs.

ARPA Component Type		Funded by Office of the Treasurer
A	Anticipated Maximum for Financial Distribution Support	\$50,000
	Total	\$50,000

VII. Method of Compensation

Any agreement entered into pursuant to this RFP will provide compensation on a monthly basis. Any agreement will be funded by the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.

Invoices for payment shall be submitted to the Treasurer's Office, and payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner with supporting documentation as required by Treasurer's Office.

VIII. Required Proposal Contents

- A. Cover Sheet: Complete and attach the Cover Sheet, attached as Appendix 1.
- B. Transmittal Letter: The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the proposer's ability and willingness to perform the services required by the RFP.
- C. Organization Information, Background, and Capability: Provide a more thorough description of your organization, its contact information, and the services it is qualified to provide to the City of St. Louis. Describe the organization's strengths, capabilities and experience in performing these

- services. Provide evidence of the organization's ability to successfully perform the needs assessments.
- D. Key Personnel: Provide the name, title, telephone number and e-mail address of the persons who will function as the primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project.
 - E. Addressing Services: In this section, provide a description of how your organization intends to perform the specific services requested above, including a thorough description of the proposed approach to this project including workflow and methodology to be utilized. Identify each of the areas listed in the Scope of Work section that the organization desires to be considered for this RFP. Please also provide a suggested timeline for project completion.
 - F. Pricing & Budget: Include details regarding the proposed fee for the services listed in the scope of work. Respondents must submit a detailed project budget.
 - G. References: Include references from three (3) clients of similar scope and complexity for which your organization has conducted a similar review.
 - H. Provide Unique Entity Identification Number: Please also affirm that your entity is not on a Suspension or Debarment List, and that it is registered in <https://sam.gov/content/home> and <https://www.grants.gov>.
 - I. Verification of License/Taxes: In this section, respondents must affirmatively verify that the firm has a current business license and is current with tax remittance.
 - J. Minority & Women Business Enterprises: In this section, respondents shall describe their organization's M/WBE participation and attainment of the City's M/WBE goal. See Section IX. When the MBE/WBE goal cannot be met, respondents shall document and submit justification utilizing the "Contractor's Good Faith Efforts Report" form and provide a statement as to why the goal could not be met (<https://www.flystl.com/uploads/documents/compliance/GFE-Forms-Parts-I-II.pdf>).

IX. Proposal Evaluation

The evaluation of qualifications will be performed by a Selection Committee composed of representatives of the Mayor's Office, Comptroller's Office, the Aldermanic President's Office, and the Treasurer's Office, in accordance with the guidelines established by Ordinance No. 64102 and the Regulations established by the Board of Public Service.

The Selection Committee will consider, at a minimum, the following, as related to the selection of organizations qualified to perform the services requested above:

- A. Specialized experience, qualifications and technical competence of the organization, its principals, project manager and key staff;
- B. Ability of the organization to provide innovative solutions;
- C. Approach to the project and any unusual problems anticipated;
- D. The capacity and capability of the organization to perform the work within the time limitations;
- E. Past record and performance of the organization with respect to schedule compliance, cost control, and quality of work;
- F. Proximity of the organization to the City;
- G. Fees or fee structure as may be appropriate for the service to be provided;
- H. Availability of financial and operating resources as required to complete the work;
- I. M/WBE and/or DBE participation;
- J. Ability of the organization to meet statutory or ordinance requirements;
- K. Other relevant criteria as may be developed by the Treasurer's Office or the Selection Committee with regards to future proposal requirements. One such relevant, though not determinative, consideration will be the organization's commitment to the City of St. Louis.

The Treasurer's Office reserves the right to interview, or call for a presentation from, any Respondent submitting a response. The Treasurer's Office also reserves the right to discuss the proposals with any or all Respondents. The Treasurer's Office may request additional submission of information during the negotiations of the contract.

X. Minority and Women's Business Enterprise Participation (MBE/WBE)

The City of St. Louis is committed to promoting fair and open competition for Minority Business Enterprises and Women Business Enterprises seeking to do business with the City of St. Louis. Participation as an M/WBE, certified under the City's M/WBE program, may be evaluated in the selection process. If your proposal utilizes any such certified M/WBEs, describe such participation.

XI. Insurance Requirements

Any Respondent awarded a contract pursuant to this RFP shall procure and maintain General Liability Coverage, Automobile/Motor Liability Coverage (including non-owned and hired vehicle coverage), and Worker's Compensation Insurance. Policy limits shall be dependent upon the scope of services, but no coverage amount listed shall be construed to limit the liability of any Respondent. Each Respondent awarded a contract shall provide a Certificate of Insurance to the City of St. Louis prior to the execution of the contract, with "The City of St. Louis" listed as an Additional Insured to the policy. Certificates attesting to the coverage and naming the City of St. Louis as additional insured shall be mailed to:

City of St. Louis – Treasurer's Office
133 S. 11th Street
Suite 530
St. Louis, MO 63102

Each Respondent's Insurance provider shall be authorized to transact business in the State of Missouri and registered with the Missouri Department of Insurance – Financial Institutions & Professional Registration. Such Insurance company must have a financial strength of "A-" or better and a financial class size IV or greater as indicated in A.M. Best's Key Rating Guide. (<http://www.ambest.com/home/default.aspx>).

Such liability insurance coverage must also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Respondent, its officers, agents, employees, Consultants, subcontractors, licensees, invitees, representatives, and independent Consultants and, contractual liability insurance sufficient to cover Respondent's indemnity obligations hereunder. The City will have no liability for any premiums charged for such coverage, and the inclusion of the City as an Additional Insured is not intended to, and does not make the City a partner or joint-venture with Respondent in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and, in such circumstances, the City's policy will be excess over Respondent's policy.

XII. Additional RFP Terms and Conditions

A. Indemnification

Each Respondent, in seeking, receiving, or possessing this RFP and/or in submitting a response, does release, indemnify, and hold the City and its various employees, representative and agents harmless from and against all claims and demands of any

and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the City as a result of issuing this RFP, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

B. Amendments

Respondents may submit amended qualifications before the deadline for receipt of qualifications. Such amended qualifications must be complete replacements for a previous submission and must be clearly identified as such in the transmittal letter. The Treasurer's Office will not merge, collate, or assemble respondents' materials.

C. Right to Withdraw Proposal

Respondents are permitted to withdraw their submissions at any time prior to the deadline for receipt. Respondents must submit a written withdrawal request signed by the Respondent's duly authorized representative(s) addressed to the Treasurer's Office.

D. Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

All RFP addenda will be issued on the City website. To access addenda, Respondents must locate "RFP for Guaranteed Basic Income - Financial Distribution (ARPA)" at the following address: <https://www.stlouis-mo.gov/government/procurement.cfm>

There are no designated dates for release of addenda. Therefore, interested Respondents should check the City website on a daily basis from time of RFP issuance through RFP deadline date. It is the sole responsibility of Respondents to be knowledgeable of all addenda related to this RFP.

E. Contents of Proposals

All materials submitted in accordance with this RFP will become and remain the property of the City and will not be returned.

All Proposals shall be considered public records, but may be deemed and treated as "closed" or "exempt", pursuant to the laws of the State of Missouri. All Proposal material may be treated as open records. The City cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus, Proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure.

F. Respondents Responsibility

Respondents assume sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a

Respondent's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the respondent represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

G. Termination

This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when the Treasurer's Office determines it is in the best interest of the City and/or the Treasurer's Office.

XIII. Living Wage

Any contract entered into pursuant to this RFP may be subject to the St. Louis Living Wage Ordinance (Ordinance No. 65597, codified at Chapter 3.99 of the Revised City Code of St. Louis (2020)) and its associated Regulations. Respondents hereby agree to comply with the following measures, as applicable:

1. **Minimum Compensation:** Respondent hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the Living Wage Bulletin attached hereto as Appendix 2. The initial rate shall be adjusted each year no later than April 1, and Respondent hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued and posted at <http://www.flystl.com/business/business-diversity-development-1/living-wage>.
2. **Notification:** Respondent shall provide the Living Wage Bulletin to all employees, together with a Notice of Coverage, in English, Spanish, and other languages spoken by a significant number of the Respondent's employees, and within thirty (30) days of contract execution for existing employees, and within thirty (30) days of employment for new employees.
3. **Posting:** Respondent shall post the Living Wage Bulletin, together with a "Notice of Coverage" in English, Spanish, and other languages spoken by a significant number of the Respondent's employees, in a prominent place in a communal area of each worksite covered by this Agreement.
4. **Subcontractors-Service Contracts:** Respondent hereby agrees to require subcontractors to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such subcontractors. Respondent shall include these Living Wage Compliance Provisions in any contract with such subcontractors.
5. **Term of Compliance – Service Contracts:** Respondent hereby agrees to comply with these Living Wage Compliance Provisions for as long as work related to this Agreement is being performed by Respondent's employees, and to submit the

reports in the form of the document located at <https://www.flystl.com/uploads/documents/living-wage/Annual-Report-Form-For-Current-Contractors.pdf> for each calendar year or portion thereof during which such work is performed.

6. Reporting: Respondent shall provide the Annual Reports and attachments required by the Ordinance and the Regulations.
7. Penalties: Respondent acknowledges and agrees that failure to comply with any provision of the Ordinance and/or providing false information may result in the imposition of penalties specified in the Ordinance, which penalties may include, without limitation, per order of the City Compliance Official, the following:
 - i. Suspension and/or termination of the contract, subcontract, lease, concession agreement, or financial assistance agreement by the City;
 - ii. Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis;
 - iii. Barring the Respondent from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full;
 - iv. Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

Accordingly, Respondents shall submit with their proposal the Living Wage Acknowledgment and Acceptance Declaration, attached as Appendix 3.

XIV. Service Contract Prevailing Wage

For all positions listed on the Secretary of Labor's wage and fringe benefits determination, (see <https://sam.gov/wage-determination/2015-5075/23>), and as applicable, Respondents will be required to provide the minimum prevailing wage and the minimum prevailing fringe benefits required and abide by the terms of Ordinance No. 62124, codified at Chapter 6.20 of the Revised Code of the City of St. Louis (2020) in any contract entered into pursuant to this RFP. If any services for which the successful respondent is obligated under an Agreement pursuant to this RFP is subcontracted, the successful respondent shall provide in any service subcontract (1) provisions specifying the minimum prevailing wage and the minimum prevailing fringe benefits to be paid to the subcontractor's service employees and (2) a representation by

the subcontractor to abide by the terms of this chapter and to pay and provide to all service employees said minimum prevailing wage and minimum prevailing fringe benefits as noted in the service subcontract.

XV. Earnings Tax Requirements

Respondents shall be required to submit valid certification from the Collector of Revenue dated not more than thirty (30) working days prior to the execution of any contract for services executed on behalf of the City stating that the respondent has paid all City earnings taxes due as of the date of the certification and has filed all returns of earnings tax and payroll expense tax required to be filed as of the date of the certification and from the License Collector that the respondent has a current business license, if applicable. Any contract for services executed without such certifications shall be void and of no force or effect.

Further, every contract for services executed on behalf of the City shall reflect a deduction of the earnings tax at the rate of one per cent on the amount of each payment, subject to subsequent adjustment or refund when the subject earnings tax return is filed.

XVI. City Data Offshore Use and Storage

- A. Each Respondent submitting a bid to the City shall be required to provide certification of the location where City data will be used and, if applicable, the location of the server or servers on which City data will be stored, and whether the Respondent contemplates a necessary use or storage of City data offshore.
- B. If during the term of the contract or RFP process, Respondent or its subcontractor has certified that City data will be used and stored on servers in the United States and proceeds to shift City data or use thereof outside of the United States, Respondent shall be deemed in breach of contract, unless the Treasurer's Office shall first have determined in writing that extraordinary circumstances require the shift of the City data's use or storage or that a failure to shift the City data's use or storage would result in economic hardship to the City.
- C. If during the term of any contract, or this RFP process, City data is received or modified by Respondent's or its subcontractor's offshore workers or servers, such offshore receipt or modification of City data will be deemed a breach.
- D. The City shall not award a contract to a Respondent who contemplates using or storing City data (or having a subcontractor use or store City data) at a site outside the United States, or does not provide disclosures as required above, unless one of the following conditions is met:

- i. The Respondent or its subcontractor provides a unique good or service; the particular good or service is deemed mandatory for the purposes of the purchasing agency; and no comparable domestically-provided good or service can adequately duplicate the unique features of the good or service provided by the Respondent or its subcontractor; or
- ii. A significant and substantial economic cost factor exists that outweighs the economic impact of ensuring use or storage of City data within the United States, such that a failure to use the Respondent or its subcontractor's services would result in economic hardship to the City; or
- iii. The Respondent or its subcontractor maintains a significant business presence in the United States and only performs a trivial portion of work under the contract outside of the United States.

XVII. Terms to be Required in Contracts

Any contract entered into pursuant to this RFP shall require the inclusion of the following, or substantially similar, terms. By submitting qualifications in response to this RFP, Respondents agree to adhere to such terms:

A. Recordkeeping & Audits

Contractor shall provide City monthly written programmatic updates in the manner prescribed by the Treasurer's Office Communications Director, or his or her designee. Contractor shall maintain adequate records to establish that the funds provided herein are expended on eligible costs. All records and documentation shall be made available to City and/or authorized agents to the extent necessary to adequately permit evaluation and verification of Contractor's full compliance with contract documents. In those situations where Contractor's records have been generated from computerized data or records, in addition to hard copy (reports), Contractor shall provide such information on disk or in a suitable alternative electronic format. Financial records, supporting documentation, statistical records, and all other records pertinent to this contract's activities shall be retained by Contractor for a period of at least five (5) years from the date of final payment under this contract and for any longer period, if any, required by local, state or federal agencies. Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary to assure a proper accounting of all contract funds. Upon request by City, Contractor shall allow City to monitor the services provided by Contractor through site visits during normal business hours. Contractor shall make all records available for inspection by representatives of City during normal business hours.

The City reserves the right to audit Contractor's accounts relating to the agreement at any time. Any questioned costs that may arise as a result of any audit can only be resolved in one of the following ways:

1. Introduction of the appropriate documentation.
2. Resolution of the questioned cost by Contractor in a manner that is satisfactory to City.
3. Repayment of questioned costs to the City.

B. Non-Discrimination Policy

Contractor agrees that neither he/she nor anyone under his/her control will permit discrimination against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry or origin. Further, Contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

C. Public Records Law

Contractor is hereby notified that the City is a "public governmental body" under and subject to the State of Missouri's Sunshine Law (the "Act"), Revised Statute of Missouri § 610.010 et seq. The City will not give prior notice of receipt of a request under the Act for any record that has been provided to it by Contractor, nor of any record disclosed pursuant to the Act. Nothing in any awarded contract shall supersede, modify, or diminish in any respect whatsoever any of the City's rights, obligations, and exceptions under the Act, nor will the City be held liable for any disclosure of records, including information that City determines in its sole discretion is a public record subject to disclosure under the Act.

D. Unauthorized Aliens Affidavit

Contractor shall, pursuant to the provisions of Section 285.525 through 285.555 of the Revised Statutes of Missouri, as amended, by sworn affidavit, attached herein as Appendix 4, and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Respondent(s) shall also affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement pursuant to the above-stated Statutes.

E. Anti-Discrimination Against Israel Act

Contractor shall, pursuant to the provisions of 34.600 of the Revised Statutes of Missouri, by sworn affidavit, attached herein as Appendix 5, affirm that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or

authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

F. Indemnification

Contractor is, and at all time hereunder, shall be and remain an independent contractor, and nothing herein shall be interpreted to mean that Contractor or any of its employees or agents is an employee or agent of the City of St. Louis.

Contractor shall protect, defend, indemnify, reimburse, and hold harmless the City of St. Louis, its Board of Aldermen, and its officers, employees, and agents from and against all liabilities, losses, suits, claims, judgments, and fines or demands for damages to persons or property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of, resulting from, or relating to the work performed under the agreement, including, but not limited to, the acts or omissions of Contractor's officers, agents, employees, consultants, subcontractors, licensees, invitees, or independent consultants and the use or occupancy of City of St. Louis premises or vehicles ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify the City of St. Louis for any acts or omissions of Subrecipient, or its subcontractors, either passive or active, irrespective of fault, including the City of St. Louis's concurrent negligence, whether active or passive. Contractor's duty to defend and indemnify shall arise even if the City of St. Louis, or its officers, employees, and agents, are the only party sued by claimant and/or claimant alleges that the negligence or willful conduct of the City of St. Louis, or its officers, employees, and agents, were the sole cause of claimant's damages. Contractor shall also use counsel reasonably acceptable to the City Counselor of the City of St. Louis, or their designee, in carrying out its obligations hereunder.

No alderman, director, commissioner, board member, officer, employee, or other agent of the City of St. Louis shall be personally liable under or in connection with the agreement.

The Provisions of this section survive the expiration or early termination of the agreement.

G. Subject to Appropriation of Funds

Notwithstanding any other provision to the contrary herein contained, the City of St. Louis reserves the right to not appropriate funds to make any payments required hereunder in any fiscal period or to re-appropriate existing funding. In the event funds are not appropriated by the City of St. Louis for the purpose of making payment as required herein or funds are re-appropriated for another purpose, this Agreement shall terminate as of the last day of the fiscal period for which appropriations were made, without penalty or expense to the City whatsoever, except as to the extent portions of

the funds previously appropriated are otherwise available. The City will immediately notify Contractor of any such re-appropriation. Non-appropriation or re-appropriation shall not constitute a default hereunder.

H. Prohibition on Limitation of Liability Clauses

Any clause in this Agreement interpreted to limit Contractor's liability shall not be enforced to the extent that it acts as a limitation of Contractor's liability. Limitations of liability include, but shall not be limited to:

1. Limitations, exclusions, or disclaimers of the City's right to bring a breach of warranty or breach of contract claim under this Agreement;
2. Limitations, exclusions, or disclaimers of exemplary, special, or consequential damages resulting from, relating to, or arising out of a breach of warranty or breach of contract claim under this Agreement;
3. Limitations, exclusions, or disclaimers on the City's right to bring suit for losses, damages, injuries, costs, or expenses.

I. Termination

This Agreement may be terminated by the City for convenience and without cause upon thirty (30) calendar days written notice delivered to Contractor, in which event Contractor shall be paid for all services performed up until the date of termination.

This Agreement may be terminated by either party for cause upon ten (10) calendar days written notice delivered to the other should the other party fail substantially to perform in accordance with the Agreement's material terms. The non-performing party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If the Contractor fails to cure, it shall indemnify the City against any loss caused by its failure to perform and abandonment of the Agreement.

XVIII. Legal Requirements Including Federal Reporting

The anticipated contract may be funded wholly or in part with federal funds, which may include American Rescue Plan Act (ARPA) funds. To comply with local state and federal laws, including the rules and regulations that govern awards of federal funding, the City shall require that any contract or subrecipient agreement involving federal funds between the City and a respondent arising out of this RFP include Supplementary Conditions in substantially the form set forth on Appendix 6 as binding terms of the contract or agreement. The final wording of the Supplementary Conditions may be modified during contract negotiations.

XIX. Governing Law and Venue

This RFP, and any agreement with respondents that may result, shall be governed by the laws of the State of Missouri and the City of St. Louis, and venue for any dispute regarding this RFP or any subsequent contract shall be in the Circuit Court of the Twenty-Second Circuit, Missouri.

XX. Attached Exhibits

Appendix 1: Application Cover Sheet, page 21

Appendix 2: St. Louis Living Wage Ordinance, page 22

Appendix 3: Living Wage Acknowledgment And Acceptance Declaration, Page 24

Appendix 4: Unauthorized Affidavit, Page 25

Appendix 5: Anti-Discrimination Against Israel Affidavit, Page 26

Appendix 6: Terms And Supplementary Conditions, Page 27

Appendix 1
APPLICATION COVER SHEET

APPLICANT INFORMATION

1) LEGAL NAME:

2) MAILING Address Information (include mailing address, street, city, county, state and zip code): **Check if address change**

3) PAYEE Mailing Address (if different from above): **Check if address change**

4) Federal Tax ID No.:

5) TYPE OF ENTITY (check all that apply):

- | | | |
|--|---|--|
| <input type="checkbox"/> City | <input type="checkbox"/> Nonprofit Organization* | <input type="checkbox"/> Individual |
| <input type="checkbox"/> County | <input type="checkbox"/> For Profit Organization* | <input type="checkbox"/> FQHC |
| <input type="checkbox"/> Other Political Subdivision | <input type="checkbox"/> Community-Based Organization | <input type="checkbox"/> State Controlled Institution of Higher Learning |
| <input type="checkbox"/> State Agency | <input type="checkbox"/> Minority Organization | <input type="checkbox"/> Hospital |
| <input type="checkbox"/> Indian Tribe | | <input type="checkbox"/> Private |
| <input type="checkbox"/> College or University | | <input type="checkbox"/> Other (specify): _____ |

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

6) PROPOSED BUDGET PERIOD: **Start Date:** **End Date:**

7) COUNTIES SERVED BY PROJECT:

8) AMOUNT OF FUNDING REQUESTED:

9) PROJECTED EXPENDITURES

Does applicant's projected state or federal expenditures exceed \$500,000 for applicant's current fiscal year (excluding amount requested in line 8 above)? **

Yes No

***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non-project related funds.*

10) PROJECT CONTACT PERSON

Name:
Phone:
Fax:
E-mail:

11) FINANCIAL OFFICER

Name:
Phone:
Fax:
E-mail:

The facts affirmed by me in this proposal are truthful and I understand that the truthfulness of the facts affirmed herein are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.

12) AUTHORIZED REPRESENTATIVE

Check if change

Name:
Title:
Phone:
Fax:
E-mail:

13) SIGNATURE OF AUTHORIZED REPRESENTATIVE

14) DATE

Appendix 2

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

**NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2023**

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$15.54** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$20.34** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) The prevailing fringe benefits rate, as required under the Ordinance and defined by section 6.20.010 of the Revised Code of the City of St. Louis, is **\$4.80** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2023**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.flystl.com> or obtained from:

**City Compliance Official
c/o St. Louis Airport Authority
St. Louis, MO 63145
(314) 426-8111**



CITY OF ST. LOUIS LIVING WAGE ORDINANCE

NOTICE TO EMPLOYEES

St. Louis Living Wage Rates Effective April 1, 2023

This employer is a contractor with the City of St. Louis. This contract is subject to the Living Wage Ordinance (LWO) Number 65597 established by the Board of Alderman. If you are an employee performing any service under this contract, you must be paid a "Living Wage."

THESE ARE YOUR RIGHTS...

Living Wage

If you are an employee performing services under a City contract, you must be paid not less than the living wage rate of **\$15.54** per hour plus at least **\$4.80** per hour for health benefits or **\$20.34** per hour without health benefits.

Retaliation

You cannot be transferred, demoted or terminated for reporting violations of the Living Wage Program. All acts of retaliation can be reported to the Living Wage Program Compliance Officer by calling the Living Wage Hotline.

You may Report Living Wage Violations to:

LIVING WAGE HOTLINE: (314) 890-1809

ST. LOUIS CITY LIVING WAGE COMPLIANCE: (314) 426-8111

Appendix 3

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ACKNOWLEDGMENT AND ACCEPTANCE DECLARATION
(To be completed by each respondent to a bid/proposal solicitation when that solicitation has included Living Wage Advertisement/Solicitation Language.)

RESPONDENT NAME: _____

RFP TITLE: _____

DATE: _____ **PREPARED BY:** _____

PREPARER'S TELEPHONE NUMBER: _____

PREPARER'S E-MAIL ADDRESS: _____

PREPARER'S CELL PHONE NUMBER: _____

PREPARER'S ADDRESS AND ZIP CODE: _____

As the authorized representative of the above-referenced bidder or proponent, I hereby acknowledge that the bidder/proponent understands that the contract or agreement that will be executed with a successful bidder/proponent pursuant to this solicitation may be subject to the St. Louis Living Wage #65597 and the Regulations associated therewith. The bidder/proponent hereby agrees to comply with the Ordinance and the associated Regulations, as applicable, if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the bidder or proponent.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Appendix 4

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ (Name) who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (Position/Title) of _____. (Contractor)

I have the legal authority to make the following assertions:

1. _____ (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, _____ (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires:

Appendix 5

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____
(Name) who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of
making this Affidavit, and personally acquainted with the facts herein state:

I am the _____ (Position/Title) of _____
(Contractor), and I have the legal authority to make the following assertion and
certification and do hereby certify that pursuant to RSMO. Section 34.600,
_____ (Contractor) is not currently engaged in and shall not, for
the duration of the contract, engage in a boycott of goods or services from the
State of Israel; companies doing business in or with Israel or authorized by,
licensed by, or organized under the laws of the state of Israel; or persons or entities
doing business in the state of Israel.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

Appendix 6

SUPPLEMENT OF REQUIRED CONTRACT PROVISIONS PURSUANT TO THE AMERICAN RESCUE PLAN ACT

The City of St. Louis, Missouri (the “City”) is the recipient of American Rescue Plan Act (“ARPA”) funds from the United States Department of the Treasury (the “U.S. Treasury”). In consideration for receiving ARPA funds as a Subrecipient or Contractor (hereinafter referred to as “Contractor”) for eligible expenses under ARPA, the Contractor shall comply with the following required supplementary terms and conditions to the Agreement (the “Supplementary Conditions”).

The Contractor shall attach these Supplementary Conditions to all subcontracts and shall require that all subcontractors attach these Supplementary Conditions to their sub-subcontracts at all levels. When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “City” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the City to be in violation of these Supplementary Conditions.

-
-
1. **DEADLINE TO OBLIGATE FUNDS.** Under the State and Local Fiscal Recovery Fund (“SLFRF”) Final Rule, SLFRF funds received by the City may be used to cover eligible costs incurred on or before December 31, 2024; otherwise, such funds are subject to return to the U.S. Treasury as part of the closeout process pursuant to 2 C.F.R. 200.344(d). **Notwithstanding any agreement by the City to pass through funding to the Contractor, the City shall be responsible to the Contractor only for funds that are obligated by the Contractor (e.g., to employee salaries, to subcontractors, or by distribution to a beneficiary) by December 31, 2024. To the extent the City transfers SLFRF funds to the Contractor and such funds are subject to return to the U.S. Treasury for failure to satisfy such obligation deadline, Contractor shall return such amount to the City immediately upon written demand by the City and the amount to be returned to the U.S. Treasury shall constitute a debt of the Contractor to the City until paid.**

 2. **DEADLINE TO EXPEND FUNDS.** In no event may SLFRF Funds be used for expenditures made after December 31, 2026. To the extent the City transfers SLFRF funds to the Contractor and such funds are subject to return to the U.S. Treasury for failure to satisfy such expenditure deadline, Contractor shall return such amount to the City immediately upon written demand by the City and the amount to be returned to the U.S. Treasury shall constitute a debt of the Contractor to the City until paid.

3. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the decision of the City such provision shall forthwith be inserted and written notice provided to Contractor.
4. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars and 2 CFR 200 *et seq.* (the “Uniform Guidance”). The Contractor, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds. The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA funding. The Contractor shall return to the City any funds disallowed within ninety days of notification by the City to return such funds.
5. **BREACH OF CONTRACT TERMS.** The City reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Contractor or any of its subcontractors violate or breach any Agreement term. If the Contractor or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
6. **PUBLICATIONS.** Any publications produced with funds from the federal award must display the following language: “This project is supported in whole or in part by federal award number 21.027 awarded to the City of St. Louis by the U.S. Department of the Treasury.”
7. **ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Contractor must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow City to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit.
8. **RECORDS AND REPORTING REQUIREMENTS.** The Contractor shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the City under the Agreement (the “Records”) consistent with generally accepted bookkeeping practices. Contractor shall retain the Records in accordance with Section 12 below. The City and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the City or, if no such office is available, at a mutually agreeable and reasonable venue within the City, for the term specified above for the purposes of inspection, auditing and copying. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the City. The Contractor shall cooperate with all City efforts to comply with ARPA

related requirements and regulations pertaining to recordkeeping and reporting.

9. SAM. Contractor will comply with the regulations relating to Universal Identifier and System for Award Management according to 2 CFR Part 25 and Appendix A thereto. Contractor must:
 - a. Be registered in the SAM prior to submission of an application or plan;
 - b. Maintain an active SAM registration with current information, including information on a recipient's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and
 - c. Provide its unique entity identifier in each application or plan it submits to the Federal awarding agency.
 - d. Review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.
10. DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that the Contractor and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
11. CONFLICTS OF INTEREST. The Contractor shall notify the City in writing as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the City is able to assess such actual or potential conflict. The Contractor shall provide the City any additional information necessary for the City to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the City, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by the City, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.
12. SUBCONTRACTING/ASSIGNABILITY. The Contractor shall not subcontract nor assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City.
13. PROCUREMENT. The Contractor shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326. These requirements generally require an open and competitive process for subcontractors, with limited and specific exceptions. The Contractor must maintain records sufficient to detail the history of procurement and provide such records to the City. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis

for the contract price.

14. LOBBYING (Applicable to Agreements exceeding \$100,000). The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. AUDIT / ACCESS TO RECORDS. The City, U.S. Treasury, the Comptroller General of the United States, the Government Accountability Office, the Pandemic Relief Accountability Committee, the Office of the Comptroller of the City, and any other authorized oversight agencies, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and City guidelines. The Contractor agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the City's right to audit and/or access Contractor records that may be provided under the Agreement.
16. MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for five (5) years after all funds have been expended or returned to the U.S. Treasury, or (ii) for the minimum retention period that may be provided under the Agreement, whichever is longer.

17. **CITY SEAL, LOGO, AND FLAGS.** The Contractor shall not use the City seal(s), logos, crests, or reproductions of flags or likenesses of City agency officials without specific City pre-approval.
18. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Agreement. False statements or misrepresentations in a proposal to obtain federal funds automatically will disqualify an applicant. If false statements or misrepresentations are discovered after such funds are awarded, the funds and contract will be in default and the City may declare all or any part of the funds paid out immediately due and repayable and the Agreement voidable at the discretion of the City.
19. **SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200.
20. **NONDISCRIMINATION.** The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. § 206(d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 et seq.) as implemented by all applicable regulations;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity-E.O. 11246, as amended; and
 - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements.
21. **TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin (including limited English proficiency), disability, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate. Contractor shall provide data as requested by the City to demonstrate compliance with these requirements.

22. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.
23. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.
25. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- a. The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
 - b. The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day
26. DRUG FREE WORKPLACE. The Contractor certifies it shall provide a drug-free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this Agreement under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to: City Counselor's Office, Attn: Deputy City Counselor for Transactions, City Hall Room 314, 1200 Market Street, St. Louis, MO 63103.

27. **RELOCATION ASSISTANCE.** The Contractor will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
28. **CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS.** The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition,
- a. Whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment;
 - b. the Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce; and
 - c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.
29. **ENVIRONMENTAL LAWS.** The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired: 1. competitively within a timeframe providing for compliance with this agreement's performance schedule; 2. meeting this agreement's performance requirements; or 3. at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <http://www.epa.gov/smm/comprehensive-procurementguideline-cpg-program>. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
30. **LABOR STANDARDS.** Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

31. LEAD-BASED PAINT. Contractor will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
32. POLITICAL ACTIVITY (HATCH ACT). The Contractor will comply with the provisions of the Hatch Act (3 USC Sections 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
33. DOMESTIC PREFERENCE FOR PROCUREMENTS. Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this provision: 1. “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
34. HUMAN TRAFFICKING. The Contractor assures that it and its subcontractors shall comply with EO 13333, (March 16, 2004), Amending Executive Order 13257, to implement the Trafficking Victims Protection Reauthorization Act of 2003. The Annual Agreement may be terminated without penalty, if the grantee or any subgrantee, or the contractor or subcontractor engages in: “(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons.” (22 U.S.C. § 7104(g)).
35. SEAT BELT USE. Pursuant to EO 13043 (April 16, 1997), Increasing Seat Belt Use in the United States, the Contractor and its subcontractor are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
36. TEXT MESSAGING. Pursuant to EO 13513 (October 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
37. PRE-AWARD COSTS. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
38. DISCLAIMER. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

39. **DEBTS OWED TO THE FEDERAL GOVERNMENT:** Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this Agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Contractor shall constitute a debt owed to the federal government and a debt to the City. Debts owed by Contractor to the City must be paid promptly by Contractor. A debt owed the City by Contractor under this agreement is delinquent if it has not been paid by the date specified in the City's initial demand for payment, unless other satisfactory arrangements have been made or if Contractor knowingly or improperly retains funds that are a debt as defined in this paragraph. The rights of the City as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the City may have under applicable law to collect a debt.
40. **RESEARCH/INVENTIONS.** If the State or Contractor wishes to enter into a contract or subcontract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the State's award of ARPA funds or this agreement, the State and/or Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
41. **COVERED TELECOMMUNICATIONS EQUIPMENT.** Pursuant to Pub. L. No. 115-232, H.R. 5515 (115th Congress, 2018), and 2 C.F.R. § 200.216, funds provided by this agreement shall not be obligated or expended to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this prohibition, "covered telecommunications equipment or services" has the meaning as set forth at Sec. 889(f)(3) of Pub. L. No. 115-232. See also 2 C.F.R. § 200.216.
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42. **TITLE VI ASSURANCES.** By entering into this agreement, Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents. Contractor acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor's programs, services, and activities. Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Contractor shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Contractor shall comply with information requests, on-site compliance review, and reporting requirements.

Contractor shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Contractor shall provide to the City documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Contractor and the administrative agency that makes any such finding. If Contractor settles a case or matter alleging such discrimination, Contractor must provide to the State documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, Contractor shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.