



REQUEST FOR PROPOSALS #24RFP027

FOR

WATER UTILITY RELIEF PROGRAM FOR CITY OF ST. LOUIS, MISSOURI

RFP Opening Date: 06/17/2024 at 11:00 a.m. central.

RFP Closing Date: 07/25/2024 at 4:00 p.m. central.

Any questions about this RFP must be submitted in writing and should be sent to Pamela Kuehling at pkuehling@stlwater.com. Questions should be received by July 8, 2024, at 4:45p.m. central. Questions and answers will be posted on the City webpage <https://www.stlouis-mo.gov/government/procurement/> to ensure transparency in the process. No written or verbal contact is allowed between any other potential respondents, or with any personnel of the City of St. Louis.

All RFP packages should be emailed to Pamela Kuehling at RFP@STLWATER.COM or received in a sealed marked envelope by the Director of Public Utilities Curt Skouby at 1640 S. Kingshighway, St. Louis, MO 63110 no later than 4:00 p.m. central time on the above closing date. Late or incomplete responses will not be accepted for any reason.

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ESTIMATED SCHEDULE:

Date	Activity/Time
June 17, 2024, at 11:00 a.m. central	Request for Proposal Released
July 8, 2024, at 4:45 p.m. central	Final Deadline for Questions Regarding the RFP
As received, no later than 7/15/24	City Answers to Questions Released
July 25, 2024, at 4:00 p.m. central	Due Date of Proposals- NO EXCEPTIONS 4:00 PM (Central)

I. Project Objectives & Scope of Work

1. PROJECT OBJECTIVES

The City is issuing a Request for Proposals (RFP) seeking a vendor(s) with programmatic and administrative experience distributing American Rescue Plan Act funds to residents. The selected vendor will be expected to adhere to federal guidelines regarding the distribution of American Rescue Act Funds.

Uniform Administrative Requirements: Per ARPA regulations, these administrative requirements are important to note:

- Allowable Activities: Your agency should have effective internal controls to ensure activities constitute eligible uses of the funds and procedures for the documentation of funding determinations
- Administrative Costs: Indirect Costs/Administrative costs are to be no more than 10% of direct costs. Further costs must be reasonable and allocable per 2 CFR 200.404 and 2 CFR 200.405.
- Eligibility: Sub-recipients need to have policies and procedures for determining eligibility of program participants.

Our goals for this RFP are to:

- Administer a one-time payment up to \$500 for residents of the City of St. Louis who have an overdue water utility bill related to a COVID-19 hardship.
- Assist the Water Services Division as it resumes collection on delinquent water accounts

Therefore, the City invites vendors to submit a Demonstration of Qualifications, Technical and Financial Proposals to help the City achieve this objective. A response to this RFP should serve as a complete approach to providing water utility relief services.

Vendors shall, in addition to and in accordance with all requirements set forth for proposals contained herein, propose their solutions and the associated costs. In the selection process, vendors may be asked to answer questions to clarify their Proposals.

The due date for all proposals is 4:00 pm Central on July 25, 2024.

The anticipated scope of work and background information is below. The contract and work schedule will be negotiated based on the Proposals received, and deliverable dates will be adjusted based on the start of the project.

2. SCOPE OF WORK

The City Water Utility Relief Program aims to assist “primary residence” households who are at risk of water service disconnection due to an overdue or delinquent account. Commercial properties are not eligible. A delinquent account is any account that has not been paid in 90 days and/or has an amount due of more than \$500.

This is for water accounts only. Any overdue or delinquent Refuse payments are NOT eligible for payment under this program.

The Water Utility Relief Program is a collaborative effort between two main departments, the Department of Public Utilities Water Division, and the City Collector of Revenue.

The successful winner of this RFP will agree to execute the following tasks:

- Assist the City and the Collector of Revenue in the marketing of Water Utility Relief Program
- Contact households that are on the Water Division’s delinquent water list to inform them about the relief program.
- Create the application for assistance, receive and review applications and the required eligibility documentation submitted by delinquent account holders to ensure that the required eligibility documentation is received in a timely manner.
- Follow-up with applicants to ensure that required eligibility documentation is submitted for review in a timely manner.
- Determine the eligibility of the household according to the eligibility criteria established by the City.
- Verify through various necessary methods that the applicant resides in the property as its primary residence.
- Provide notification to eligible households that they will receive the assistance and the dollar amount that will be paid towards their total delinquent water amount.
- Provide notification to households that have been determined Ineligible for the tax assistance.
- Create and maintain robust documentation in compliance with the City’s requirements and assist the City in ensuring that funds are used for eligible purposes, that there is NO FRAUD, waste or abuse associated with these funds.
- Submit timely reimbursement requests to the Water Services Division for the Program Administrators Administrative costs.
- Submit monthly reports to the Water Services Division showing data relative to the number of households that have applied for assistance, number of households and the

address of properties that were approved for assistance, the dollar amount and the number of applicants that were determined ineligible, etc.

BACKGROUND INFORMATION

During the 2020 COVID-19 pandemic, the City of St. Louis instituted a moratorium in which residents would not have their water service discontinued if they were unable to pay their bill. After four years of a moratorium there is approximately \$8,000,000 owed to the Water Services Division from approximately 19,000 delinquent water account holders. The City will resume collection on these accounts, the Water Utility Relief Program will offer residents with overdue amounts the opportunity to enroll into a repayment plan so they can successfully pay their water debt.

II. Purpose and Intent

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.

Issuing an RFP does not obligate the City of St. Louis or the City of St. Louis Water Division to award a contract to any provider, nor is the City of St. Louis or any of its employees or agents liable for any loss, costs, damage, or liability of whatever nature 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 project 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 Vendors, and to organization/business.

Any such modification, clarification, or revision will be by addendum. All RFP addenda will be issued on the City website. To access addenda, Vendors must locate “RFP for WATER UTILITY RELIEF PROGRAM FOR THE CITY OF ST. LOUIS, MISSOURI” at the following address: <https://www.stlouis-mo.gov/government/procurement>. It is the sole responsibility of Vendors to be knowledgeable of all addenda related to this RFP. This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when the Water Division determines it is in the best interest of the City and /or the Water Division. All submitted materials will become the property of the City and will not be returned. At the discretion of the City, any submitted documents may become open public records at any time during the selection process. Any such documents shall become open public records at the conclusion of the selection process. Proposals and communications exchanged in response to this RFP should be assumed to be subject to public

disclosure. 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.

Vendors may submit amended proposals before the deadline for receipt. Such amended proposals must be complete replacements for a previous submission and must be clearly identified as such in the transmittal letter. The Water Division will not merge, collate, or assemble the Respondent's materials. Vendors are permitted to withdraw their submissions at any time prior to the deadline for receipt. Vendors must submit a written withdrawal request signed by the Respondent's duly Authorized Representative(s) addressed to the Water Division.

III. Selection Committee, Contact Person & Questions

The Selection Committee will be composed of the Director of Public Utilities or his designee; one member of the Water Division; one member selected by the Mayor; one member selected by the Comptroller; and one member selected by the President of the Board of Aldermen.

Please direct all communications regarding the RFP Process to:

Pam Kuehling at PKuehling@stlwater.com

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

Questions must be submitted in writing to the designated contact person (see above). Questions must be submitted no later than July 8, 2024, at 4:45 p.m. central. The City of St. Louis Water Division will maintain a list of all firms or individuals requesting copies of the RFP and will ensure that the contact person will respond in writing and 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>.

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. Vendors should not otherwise contact the Water Division directly, in person, by telephone, facsimile, or by e-mail, concerning this RFP.

Contact with the Water Division after the submission of proposals 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 Water Division or any of its employees or any Selection Committee Members will be considered an impermissible supplementation of the respondent's proposal.

IV. Submission & Deadline

In order for the Water Services Division to consider proposals, Respondent’s submission must be received by:

<u>Date:</u>	July 25, 2024
<u>Time:</u>	4:00 P.M. CT
<u>Location:</u>	Pam Kuehling Water Services Division 1640 Kingshighway St. Louis MO 63110 PKuehling@stlwater.com

Proposals received after this deadline will not be accepted.

Failure to respond to the required provisions of the specifications in their entirety; to provide the documentation as requested; and/or to respond within the specified time frame requested may be grounds for rejection.

The RFP must be labeled on the outside of the package to clearly indicate that it is in response to the PROPOSAL NAME REQUEST FOR PROPOSAL (RFP) WATER UTILITY RELIEF PROGRAM FOR THE CITY OF ST. LOUIS, MISSOURI. Vendors should provide one (1) original, hard copy of the Demonstration of Qualifications, Technical Proposal and Financial Proposal with the signature of the Vendor’s or Lead Consortium Member’s chief executive officer, chief operating officer, or president signed in indelible ink, with their name and title typed and four (4) complete copies of each response. 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 Vendors make and retain a copy of its proposal. Vendors must also submit an electronic version of the Proposal on flash drive with 3 separate PDF files for the Demonstration of Qualifications, Technical Approach and Financial Proposal for Water Utility Relief Program that they are submitting a Proposal to.

The City intends to award any Contract created in response to this RFP to one Vendor, a consortium of Vendors, or more than one Vendor. If a consortium of companies, or multiple companies, is/are ultimately awarded a Contract, all consortium members, and all independent parties, will be jointly and severally liable for the execution of the Project until the end of the Contract Term. A consortium submitting a Proposal or Proposals will nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the consortium during the Proposal process and in the event that the

consortium is awarded the Project, during the execution of the Project (see **Power of Attorney in Attachment A**).

V. Required Qualifications & Certifications

1. Demonstration of Qualifications and Key Personnel

Information on recent, relevant, or past work similar to the services articulated herein specifically any experience administering American Rescue Act Plan funds or similar federally funded programs.

Vendors should provide information about the individuals that will be assigned to complete the services, including their proposed role, expertise, and capabilities. Any proposed subcontractors must be identified, and their role should be clearly articulated in the proposal. Full resumes may be included in an appendix. This portion should also include identification of the vendor's proposed principal in charge/project manager, and their roles and responsibilities as they would relate to the services.

2. Past Performance

Provide at least three client references within the past two (2) years, including contact name, firm or agency, phone number, email and brief summary of services provided. The City is especially interested in references that can attest to the vendor's ability and performance in similar work with similar organizations and similar scope of services.

3. Exclusions and Additional Services

The vendor must include any proposed exclusions to the Services or draft contract, providing specific details and the reasoning behind the exclusion and any proposed additional services.

4. Miscellaneous

Any supplemental information and attachments relevant to the Proposal, Respondent's qualifications, or Respondent's approach. Respondents are encouraged to expand upon the specifications to give additional evidence of their ability to provide the Services.

5. Fee Proposal

The City is looking for clear, detailed fee proposals that allow for maximum clarity and transparency with respect to compensation structure for the Services.

Rates should include all costs of performing the Services (including without limitation, mileage, equipment, supplies, permits, licenses, overhead, profit, insurance, etc.) Although the City does not anticipate compensating the vendor for any additional items or expenses, any such additional amounts to be charged to the City should be identified in the fee proposal. Rates shall remain unchanged for the entire Term of the Agreement – all prices shall be firm and not subject to

increase during the Term of the Agreement. The fee proposal should be specifically focused on maximum value, innovation, and cost-effective implementation.

VI. Method of Compensation

The method of compensation for ARPA contracts is via monthly reimbursement for prior month's incurred expenses. All expenditures will need to be well documented and conform to all ARPA guidelines.

The selected vendor(s) will work with a representative of the Water Services Division to gain an understanding of how the contract and grant must align with Federal and City requirements. This will include instruction, both verbal and written, on the requirements for complete, accurate and timely billing packet submissions, so reimbursements can be provided to subrecipients as quickly as possible.

VII. Required Proposal Contents

- A. Transmittal Letter: The vendor shall provide a transmittal letter signed by an authorized agent of the vendor. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP.
- B. Organization Information, Background, and Capability: Provide a 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.
- C. Addressing Services - Outline Program Implementation and Operations: Identify each of the areas listed in the Scope of Services section that the organization desires to be considered for this RFP. Please also provide a suggested timeline for project completion. Provide a description of program operating guidelines that will be utilized to carry out the program, state how client eligibility will be determined, what factors will be assessed, and how the Intake Process will be completed. State how client eligibility will be determined, what factors will be assessed, and how the Intake Process will be completed. Provide details of what records will be obtained from account holders to verify residency, and the amount owed, and household income, etc. Explain how the program will be marketed. Provide a full description of Staff positions required, supervision model, fiscal and programmatic oversight needed.
- 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. Verification of License/Taxes: In this section, Vendors must affirmatively verify that the firm has a current business license with the City of St. Louis and is current with tax remittance.
- F. Minority & Women Owned Business Enterprises: In this section, Vendors shall describe their organization's M/WBE participation and attainment of the City's M/WBE goal. The City of St. Louis is committed to promoting fair and open competition for Minority Business Enterprises and Women's Business Enterprises seeking to do business with the City of St. Louis. If your proposal utilizes any such certified M/WBEs, describe such participation. See Section IX.C.

VIII. Proposal Evaluation

The evaluation of proposals 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 Water Division, 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 may be developed by the Water Services Division 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 Water Division reserves the right to interview, or call for a presentation from, any Respondent submitting a response. The Water Division also reserves the right to discuss the proposals with any or all Vendors. The Water Services Division may request additional submission of information during the negotiations of the contract.

IX. Standard Contract Terms

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, Vendors agree to adhere to such terms:

A. Recordkeeping & Audits

Contractor shall provide City monthly written programmatic updates in the manner prescribed by the 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 the Contractor in a manner that is satisfactory to the 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, the 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 3, 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 4, 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. Independent Contractor

Contractor is, and at all times 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.

G. Indemnification

Contractor will protect, defend, and hold the City, and its Board of Aldermen, and its officers, employees, and agents completely harmless from and against all liabilities, losses, suits, claims,

judgments, and fines or demands arising by reason of injury or death of any person or damage to any 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 or incident to this Agreement and the use or occupancy of the City's premises and the acts or omissions of Contractor's officers, agents, employees, consultants, subcontractors, licensees, invitees, or independent consultants regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City. The Contractor will also use counsel reasonably acceptable to the City Counselor of the City, or his/her 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 this Agreement. The Provisions of this section survive the expiration or early termination of this Agreement.

*H. Insurance*¹

Contractor shall procure and maintain, at Contractor's expense, the following insurance coverage for the period of this Agreement:

- a. General Liability Coverage insuring property damage and injury to persons of at least \$1,000,000.00 each occurrence/\$3,260,000.00 general aggregate;
- b. Automobile/Motor Vehicle Coverage (including non-owned and hired vehicle coverage) of at least \$500,000 personal injury and \$500,000 property damage; or of at least \$1,000,000 combined limit, if applicable;
- c. Worker's Compensation Insurance as required by the State of Missouri;

These amounts included above shall not be construed to limit the liability of the Contractor.

Certificates of Insurance (ACORD Form) evidencing the policy dates and policy coverages of such insurance must be provided to the City of St. Louis prior to execution of this Contract. Insurance policies provided shall name "The City of St. Louis" as an Additional Insured to the policy and all policy coverage shall be primary and non-contributory. Certificates attesting to the coverage and naming the City of St. Louis as additional insured shall be mailed to:

Pam Kuehling
Water Services Division
1640 Kingshighway
St. Louis MO 63110

Contractor'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. In addition, the Insurance company must have a financial strength rating of "A-" or

¹ These standard insurance policy requirements may vary depending upon a risk-assessment conducted by the City during contract negotiations.

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 Contractor, its officers, agents, employees, consultants, subcontractors, licensees, invitees, representatives, and independent consultants and, contractual liability insurance sufficient to cover Contractor'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 Contractor 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 Contractor's policy.

I. Living Wage²

Contractor shall cause all labor performed under this Agreement that is subject to the provisions of the Living Wage requirements set forth in City Ordinance 65597, as codified in Chapter 3.99 of the Revised Code of the City of St. Louis, to comply with such Ordinance. Certain terms used in this section have the meanings set forth in that Ordinance. Ordinance 65597 requires a Living Wage for certain City contracts where the total value of the contract is \$50,000 or more in any twelve-month period. Contracts subject to the Living Wage and the Service Contract Minimum Prevailing Wage under Ordinance 62124 must pay a minimum wage that is the greater of the two. The latest calculation of the Living Wage under this Ordinance is set forth in the St. Louis Airport Authority's Annual Living Wage Adjustment Bulletin, which is attached hereto and incorporated herein. See Appendix 1. Contractor shall cause any service subcontract, if allowed by the City to require the subcontractor to abide by the terms of Ordinance Number 65597 and to pay and provide to all service employees the amounts required by said Ordinance.

J. Service Contract Prevailing Wage

For all positions listed on the Secretary of Labor's wage and fringe benefits determination, located at <https://sam.gov/wage-determination/2015-5075/23> and as amended from time to time, Contractor will provide the minimum prevailing wage and the minimum prevailing fringe benefits on such Attachment 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). If Contractor subcontracts any services for which Contractor is obligated under this Agreement, Contractor 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.

² If applicable, Vendors submit with their proposal the Living Wage Acknowledgment and Acceptance Declaration, attached as Appendix 2.

K. 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 the Contractor of any such re-appropriation. Non-appropriation or re-appropriation shall not constitute a default hereunder.

L. 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.

M. 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.

*N. City Data Offshore Use and Storage*³

³ Each vendor 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 vendor contemplates a necessary use or storage of City data offshore.

If during the term of this Agreement, Contractor or 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, Contractor shall be deemed in breach of contract, unless the Water Services Division shall first have determined in writing that extraordinary circumstances require the shift of the City's data use or storage or that a failure to shift the City's data use or storage would result in economic hardship to the City.

If during the term of this Agreement, City data is received or modified by Contractor's or subcontractor's offshore workers or servers, such offshore receipt or modification of City data will be deemed a breach of contract.

O. Prohibition of Clickwraps and End User License Agreements

The Parties shall not be bound by any digitally mediated clickwrap or end user license agreement (EULA) that relates directly or indirectly to the work or transaction contemplated by this Agreement. Any such EULA accepted by any City employee that relates directly or indirectly to the work or transaction contemplated by this Agreement shall be non-binding on the Parties to this Agreement.

X. Governing Law and Venue

This RFP, and any agreement with Respondent(s) 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.

The City shall not award a contract to a vendor who contemplates using or storing City data (or having a subcontractor use or store City data) pursuant to the contract at a site outside the United States, or does not provide disclosures as required above, unless one of the following conditions is met:

1. The vendor 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 vendor or its subcontractor; or
2. 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 vendor or subcontractor's services would result in economic hardship to the City; or
3. The vendor 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.



Appendix 1

The City has a Living Wage Ordinance (Ordinance No. 65597, codified at Chapter 3.99 of the Revised City Code of St. Louis (2020)) and associated Regulations. If applicable, Respondent must agree to comply with the following measures:

1. **Minimum Compensation:** Respondent hereby agrees to pay an initial hourly wage to each employee performing services related to any contract entered into pursuant to this RFP in an amount no less than the amount stated on the Living Wage Bulletin attached hereto as Appendix 1. 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. For the latest Bulletin and more information on the living wage, go to: <https://www.flystl.com/civil-rights/business/business-diversity-development-1/living-wage>
2. **Notification:** Respondent agrees to 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 agrees to 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 any contract entered into pursuant to this RFP.
4. **Subcontractors-Service Contracts:** Respondent 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 Living Wage Compliance Provisions in any contract with such subcontractors.
5. **Term of Compliance – Service Contracts:** Respondent agrees to comply with these Living Wage Compliance Provisions for as long as work related to any contract entered into pursuant to this RFP 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 Contractor 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.

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2024

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 \$16.14 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 \$21.12 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 \$4.98 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, 2024. 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 Ordinance 65597 | City of St. Louis Ordinances (stlouis-mo.gov) or obtained from:

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

**ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ACKNOWLEDGEMENT & ACCEPTANCE DECLARATION**

Contracting Agency: Water Division of the Department of Public Utilities

Agency Contract No.: NA

Respondent Company Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

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

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Representative Name (Printed): _____

Title: _____

Date: _____

Appendix 2 E-Verify

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 3

STATE OF _____) SS.

COUNTY OF _____)

**AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION
AGAINST ISRAEL ACT**

(Effective 8-28-2020) (Contracts in excess of \$100,000.00/Companies with 10 employees or more)

Before me, the undersigned Notary Public, personally appeared _____

(Person 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 _____ (Company
Name) of

_____ (City & State).

I have the legal authority to make the following assertion:

Pursuant to RSMo. § 34.600, _____ (Company)

of _____ (City & State) 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:

ATTACHMENT A

POWER OF ATTORNEY FOR APPOINTING A LEAD CONSORTIUM MEMBER- SIGNED BY ALL CONSORTIUM MEMBERS

KNOW ALL PERSONS by these presents that we, [*insert name of the company*] a company incorporated under the [*specify the law under which the company was incorporated*] and having its registered office at [*insert company address*] (hereafter referred to as “Company”).

WHEREAS the Company along with [*insert name and registered office address of other consortium members*] and [*insert name and registered office address of last consortium member*] is forming a consortium to submit a Proposal in response to the Request For Proposals (RFP) to manage the Water Utility Relief Program issued by the Water Services Division and is desirous of appointing an attorney for the purpose thereof.

Whereas the Company deems it expedient to appoint [*insert name of the company, registered office address*] as the Lead Consortium Member.

NOW KNOW WE ALL BY THESE PRESENTS, that [*insert name of each Consortium Member*] do hereby nominate, constitute, and appoint [*insert the name of the Lead Consortium Member*] as its true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf, that is to say:

1. To act as the Lead Member of the Consortium for the purposes of Developing the Project;
2. In such capacity, to act as the Consortium’s official representative for submitting the Proposals for the Project and other relevant documents in connection therewith.
3. To sign all papers for Proposals, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;
4. To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Proposal documents, as may be necessary;
5. To sign and execute contracts relating to the Project including variation and modification thereto;
6. To represent the Consortium at meetings, discussions, negotiations and presentations with the City and City Representatives;
7. To receive notices, instructions and information for and on behalf of the Consortium;
8. To execute the Contract for and on behalf of the Consortium;

9. To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary for the purpose aforesaid

AND the Consortium hereby covenant with the said Attorney to ratify and confirm all and whatever the Attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF the Company puts its hand and seal to this Power of Attorney on this *[insert date]* day of *[insert month]*, *[insert year]*.

<p>The common seal of [name of company] was hereunto affixed pursuant to a resolution passed at the meeting of the Board of Directors held on the <i>[insert date]</i> day of <i>[insert month]</i>, <i>[insert year]</i>. In the presence of <i>[insert name and designation of the person]</i> and countersigned by <i>[insert name and designation of the person]</i> of the Company <i>[insert name of Company]</i></p>	<p>) The common seal of ... <i>[insert name of company]</i>))))) <i>[insert name and designation of the person]</i>)</p>
<p>The common seal of <i>[insert name of company]</i> was hereunto affixed pursuant to a resolution passed at the meeting of the Board of Directors held on the <i>[insert date]</i> day of <i>[insert month]</i>, <i>[insert year]</i>. In the presence of <i>[insert name and designation of the person]</i> and countersigned by <i>[insert name and designation of the person]</i> of the Company <i>[insert name of Company]</i></p>	<p>) The common seal of ...<i>[insert name of company]</i>))))) <i>[insert name and designation of the person]</i>)</p>

Note: Add the above box for each member of the Consortium. The Power of Attorney is not valid unless it is signed and bears the common seal of each constituent member of the Consortium