

# REQUEST FOR PROPOSALS

*TO PROVIDE*

## **MARKETING AND PUBLIC RELATION SERVICES FOR SLDC'S CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (SLFRF) PROGRAMS**

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ISSUED BY:  
ST. LOUIS DEVELOPMENT CORPORATION  
ISSUED: JULY 22, 2024  
RESPONSE DEADLINE: AUGUST 7, 2024

THIS SERVICE IS FUNDED IN WHOLE OR IN PART WITH CORONAVIRUS STATE AND LOCAL RECOVERY FUNDS (SLFRF) PASSED THROUGH THE ST. LOUIS CITY COMMUNITY DEVELOPMENT ADMINISTRATION

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## **1.0 Introduction**

The St. Louis Development Corporation (SLDC) is issuing a public Request for Proposals (RFP) seeking qualified firm(s) to provide marketing and public relations services, including strategic marketing planning and implementation support, marketing communications and public relations oversight for SLFRF funded Economic and Housing Development Programs.

The successful Consultant(s) will have sufficient experience and comprehensive knowledge of all subject matter related to marketing and public relations for federally funded economic development agencies in urban areas with similarity to the City of St. Louis. Expertise and experience in the following practice areas will be taken under consideration for the successful completion of this contract.

- Experience in the development of communication plans across all social media formats
- Experience in branding and managing similar SLFRF program campaigns
- Experience with graphic design creation and utilization
- Experience with videography
- Experience with website content management
- Experience working with federally funded programs

Proposals submitted in response to this RFP will be evaluated by SLDC for completeness and qualifications. SLDC reserves the right, where it may serve its best interest, to request additional information or clarification from Respondents, or to allow for corrections, errors, or omissions. All proposals submitted in response to this RFP, and all other information submitted in response to a request for additional information, become and remain the property of SLDC. Submission of a proposal indicates acceptance by the Respondent of the conditions contained in this RFP. SLDC will not, for any reason, reimburse a Respondent for costs and expenses in connection with responding to this RFP.

## **2.0 Background**

St. Louis Development Corporation (SLDC) is an umbrella, not-for-profit with the mission of fostering economic development and growth in the City of St. Louis by stimulating the market for private investment in City real estate and business development and improving the quality of life for everyone who lives in, works in, and visits the City. SLDC serves as the City's redevelopment agency implementing redevelopment initiatives within the City limits as well as performing business creation, attraction, and retention functions on behalf of the City. SLDC also provides a host of community and economic financing functions including small business lending, business recruitment and retention, tax allocation redevelopment districts, affordable housing financing, New Markets Tax Credit allocation, tax-exempt bonding and home ownership assistance.

On March 11, 2021 the American Rescue Plan Act (“ARPA”) was signed into law. Sections of ARPA established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide support to State, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents and businesses; and Pursuant to ARPA, the U.S. Department of the Treasury transferred to the City an allocation of SLFRF.

The City of St. Louis, passed through its Community Development Administration, awarded SLFRF funding to SLDC to carry out various economic development and housing development programs.

### **3.0 Program Overview**

The last few years have laid bare the wide disparities that still exist in the US. The COVID-19 pandemic and ongoing racial reckoning have led many Americans to feel greater urgency to address these persistent inequities. There is a growing awareness that closing the wealth and opportunity gaps makes economic sense, on top of the moral rationale. As the country becomes more diverse, realizing the full potential of so many underutilized resources will benefit all Americans. By addressing the barriers that people of color encounter, funding for economic development can further encourage entrepreneurship, spur job creation, and build intergenerational wealth. To assist in this effort, in 2022 SLDC embarked on a organizational rebranding, promotion and marketing effort to introduce the region to our existence and to enhance the marketing of the programs and services we offer. SLDC will be entering into Phase IV of this effort.

**Phase I** consisted of the rebranding and launching of the organization and its umbrella agencies; including creation of public relations efforts, general SLDC marketing; creation of a new website; graphic designs’ video production and photography

**Phase II** consisted of ongoing marketing, planning and implementation of a comprehensive strategy and plan for the following initiatives: General SLDC Marketing, development of content and design of graphic elements for micro-campaigns; expansion and update of the SLDC website.

**Phase III** is providing marketing and public relations support for SLDC’s SLFRF funded programs including: Small Business Grants Program, SLDC Housing Development Pool, Northside Economic Empowerment Center and the North St. Louis Small Business & Non-Profit Grant Program.

**Phase IV** will provide marketing and public relations support for additional SLDC SLFRF funded programs and initiatives including: the Economic Justice Accelerator, HomeSTL Homebuyer Assistance, ScaleUpSTL, MobilizeSTL, ConnectSTL, The Monarch on MLK: Campus for Economic Mobility, and LRA Beautification. Funding for SLFRF programs has been approved by the City of St. Louis and will include continued economic development support for small businesses and not for profits; housing development, and neighborhood improvement; and direct assistance to persons disproportionately impacted by the Coronavirus pandemic.

## **4.0 Scope of Services**

The Scope of Services does not include all aspects of the requested services that SLDC may require from the successful respondent. Therefore, the Responder should consider and propose all work, services, expertise, and information necessary and/or reasonably related to provide SLDC with an appropriate, competent and comprehensive Scope of Services which meets or exceeds acceptable standards in the profession.

The consultant shall provide all services required but not limited to:

- Promotion and marketing of SLFRF Programs and Accomplishments (for Phase IV above)
- Marketing communications oversight and coordination
- Public relations
- Graphic design
- Copywriting and editing
- Website design and development
- Social Media Support
- Promotional items
- Banners and signage
- Photography
- Video production

## **5.0 Submittal Deadline**

Four (4) copies of your proposal must be received electronically or in the offices of the St. Louis Development Corporation by 4:00 p.m., Wednesday, August 7, 2024. Responses received after this time and date will not be considered. Proposals should be emailed or delivered to the attention of:

Andrew Knop  
Economic Development Analyst  
St. Louis Development Corporation  
1520 Market Street, Suite 2000  
St. Louis, Missouri 63103-2630

knopa@stlouis-mo.gov  
Cc: Salise Cobb at cobbs@stlouis-mo.gov

## **5.1 Questions**

Questions related to this RFP should be submitted by email no later than 5:00 PM (St. Louis time) on Friday, August 2, 2024 to:

Andrew Knop  
Economic Development Analyst  
St. Louis Development Corporation  
1520 Market Street, Suite 2000  
St. Louis, Missouri 63103-2630

knopa@stlouis-mo.gov  
Cc: Salise Cobb at cobbs@stlouis-mo.gov

SLDC may, at its sole discretion, answer any or all questions and may also choose to not answer one or more questions. Submit all questions to the designated points of contact. Questions submitted to any other SLDC or City employee may result in disqualification of the proposer submitting the questions. Answers to questions that SLDC chooses to respond to will be posted as an addendum to the RFP website periodically and no later than Monday, August 5, 2024.

## **6.0 Evaluation Metrics**

SLDC will convene an Evaluation Committee to evaluate each response properly submitted by a Respondent. At the discretion of SLDC, follow up interviews may be conducted with the highest-ranking Respondents as recommended by the Evaluation Committee prior to SLDC making a final selection.

To be deemed responsive for evaluation under this RFP, submissions are limited to 25 pages inclusive of all submission requirements, narratives, and addenda.

Responses submitted to this RFP should include the following information outlined below in the following order:

### **Section I - Cover Letter**

- The cover letter must include the date of submittal, Respondent's name, address, email, telephone number and fax number, and be signed by a person authorized to act on behalf of the Respondent.
- The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one contact person to whom all future correspondence and/or communications may be directed by SLDC concerning this procurement, if that person is different from the person executing the letter.
- The letter must designate the type of business (or businesses) entity that proposes to enter into a contract with SLDC and the identity of any other business entities that will comprise the Respondent. The letter must also provide the domicile where each entity comprising it is organized including complete legal entity name, brief history of the entity, contact name, address, phone number, and fax number as well as the legal structure of the entity and a listing of major satellite offices. If applicable, include the state in which Respondent is incorporated or organized. If not Missouri, provide evidence of license to do business in Missouri.
- The letter must include a declarative statement as to whether the Respondent or any member of the Respondent team has an open dispute with the city or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five years.

### **Section II - Executive Summary**

- Provide an overview of the Respondent's qualifications and proposed approach to accomplish the project detailed in the scope of work.

**Section III – Qualifications**

- This section describes available resources to complete the scope of work in the time specified, including relevant prior experience and resumes for key individuals.
- Identify and provide resumes for all the individuals that the Team will use to fill the following proposed positions: Partners; Directors; Managers; and Specialists.
- List of Relevant projects, including Client Name; project description; role of the individual; and project actual or expected completion date.
- Client List/Reference Contact (required submittal. A minimum of three (3) references are required.)
- Please include the firm’s diversity, equity and inclusion policy.
- Describe if or how MWBE firms will be used under the contract and the anticipated percent of MWBE participation.

**Section IV - Scope of Work**

Each Respondent must submit a Scope of Work in response to the Scope of Services for each of the Program Implementation Services they would like consideration.

**Section V – Cost Proposal**

Each Respondent must submit a Cost Proposal. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Respondent’s Scope of Work. The Cost Proposal shall serve as the baseline for final fee negotiation with SLDC.

Cost proposals should contain hourly rates for each position that will provide services during the anticipated contract period of August 2024 through June 2025.

**7.0 Timeline and Deliverables**

SLDC will review responses in accordance with the evaluation metrics outlined above. SLDC reserves the right to request additional information from some or all applicants.



## **8.0 Equal Business Opportunity**

SLDC has adopted the policy of the City of St. Louis to ensure maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services while at the same time maintaining the quality of goods and services provided to the SLDC through the competitive bidding process. The provision of this Policy shall be liberally construed for the accomplishments of its policies and purposes.

1. **Definitions:** As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise" or "WBE" are defined as follows:
  - a. "Minority Business Enterprise" or "MBE" means a small business concern as defined in Small Business Act, 15 U.S.C., as amended, that is 51 percent owned by a minority or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more individuals who are minorities; and whose management and daily business operation are conducted by one or more individuals who are Asian American, African American, Hispanic American or Native American and located in the St. Louis Metropolitan Area.
  - b. "Women Business Enterprise" or "WBE" means a small business concern as defined in the Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a minority or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more individuals that are women.
2. **Goal:** Per Ordinance 70767 and associated rules and interpretations, it is the policy of the City of St. Louis to ensure maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services to the City, its Departments, agencies and authorized representative and to all entities receiving City funds or city-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub-recipients through the competitive bidding process. MBEs/WBEs should have a maximum opportunity to participate in contracts and subcontracts financed by or through the City provided under this Agreement. Respondents must agree to not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by or through the City.
3. **Obligation:** The Respondent agrees to take all reasonable steps necessary to ensure that MBEs/WBEs have a maximum opportunity to participate in contracts and subcontracts financed by or through the City provided under this Agreement. The Respondent shall not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts.
4. **Eligibility:** The Respondent should contact the City of St. Louis DBE Program Office to obtain a list of eligible MBEs/WBEs and to determine the eligibility of the MBE/WBE firms it intends to utilize in this contract.
5. **Counting MBE/WBE Participation Toward Goals:** MBE/WBE participation toward the attainment of the goal will be credited on the basis of the total subcontract prices agreed to between the contractors and subcontractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan.

6. Post Award Compliance: If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Respondent of the responsibility to continue good faith efforts to maximize participation of MBEs/WBEs during the term of the contract.
7. Substitution of MBE/WBE Firms After Award: The Respondent shall conform to the scheduled amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the contractor shall immediately notify the City of St. Louis DBE office prior to replacement of the firm.
8. Good Faith Efforts: When the MBE/WBE goal cannot be met, the Respondent shall document and submit justification utilizing the form titled “Contractor’s Good Faith Efforts Report” and provide a statement as to why the goal could not be met.
9. Award Procedure and Documentation: The Respondent is required to submit with its bid the following information to demonstrate the Respondent’s intended participation by MBEs/WBEs or to demonstrate that good faith efforts have been made to attain the MBE/WBE goal. The information to be furnished shall consist of:
  - a. The names and addresses of the MBE/WBE firms to be used on the contract.
  - b. A list of bid items of work to be performed or goods and services provided by the MBE/WBE or “The Contractor’s Good Faith Efforts” Report and a statement as to why the goal could not be met.
10. Recordkeeping Requirements: The Respondent shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City to determine compliance with the MBE/WBE contract obligations. SLDC reserves the right to investigate, monitor and/or review actions, statements and documents submitted by any contractor, subcontractor, or MBE/WBE.
11. Reporting Requirements: The contractor shall submit quarterly reports on MBE/WBE involvement to SLDC. Actual payments to MBEs/WBEs will be verified. These reports will be required until all DBE subcontracting activity is complete or the MBE/WBE goal has been achieved.
12. Applicability of Provisions to MBE/WBE Contractors: These provisions are applicable to all contractors including MBE/WBE contractors. A bid submitted by an MBE/WBE contractor shall be presumed to have met the prescribed goal. If the MBE/WBE contractor intends to sublet any portion of the contract, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

## **9.0 Terms and Conditions**

All proposals and supporting materials as well as correspondence relating to this RFP become property of SLDC when received. Any proprietary information contained in the Response should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.

1. All applicable State of Missouri and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Respondent and are incorporated herein. If the Respondent is located within the City of St. Louis, the Respondent must have a current City of St. Louis business license. The contract with the successful Respondent (“Contractor”), and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the contract, shall be interpreted in all respects in accordance with the laws of the State of Missouri.
2. Professionals requiring special licenses must be licensed in the State of Missouri and shall be responsible for those portions of the work as may be required by law.
3. Sub-Contractors as part of the Project team must be clearly identified in the Response, including roles, resumes of key personnel and project references.
4. No Response shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that: (i) is in arrears to SLDC or the City with respect to any debt; (ii) is in default with respect to any obligation to SLDC or the City; or (iii) is deemed irresponsible or unreliable by SLDC. If requested, the Respondent shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.
5. From the date SLDC receives a Respondent’s proposal through the date a contract is awarded to a Respondent, no Respondent may make substitutions, deletions, additions, or other changes in the configuration of Respondent’s proposal or members of Respondent’s team.

## **10.0 Living Wage**

The City of St. Louis presently has in force a Living Wage Ordinance (#65597) and associated regulations applicable to certain contracts with the City and related entities of a value of \$50,000 or more in any twelve-month period. Certain terms used in this section have the meanings set forth in that Ordinance. The City posts through the Airport Authority an Annual Living Wage Adjustment Bulletin specifying the current Living Wage. Information can be obtained by contacting the City Compliance Official at 314-426-8111 or at the website below:

<https://www.flystl.com/business/business-diversity-development-1/living-wage>

Any proposal or bid must reference the current Living Wage and, if applicable, demonstrate how the Respondent shall comply with Ordinance 65597. Failure to comply with contract provisions related to Ordinance 65597 may result in termination of the contract and imposition of additional penalties as set forth in the Ordinance and Regulations.

## **11.0 Limitation on Liability**

SLDC will not accept any contract awarded following this RFP that includes a limitation of liability clause. Limitations of Liability clauses include, but shall not be limited to:

1. Monetary caps on the amount a vendor or contractor will pay to SLDC under any circumstances.
2. Limits on categories of risks or liabilities for which a vendor or contractor will compensate SLDC
3. Limits on disclaimers of certain damages.
4. Limits on when SLDC can bring a breach of contract or breach of warranty claim
5. Limits on when SLDC can bring a tort claim

## **12.0 Recordkeeping**

The Contractor shall provide regular updates in the manner prescribed by SLDC. The 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 SLDC 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 SLDC, Contractor shall allow SLDC and the City of St. Louis 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.

## **13.0 Open Records Law**

Any Contractor awarded this contract acknowledges that SLDC is a "quasi-public governmental body" under and subject to the State of Missouri's Sunshine Law (the "Act"), § 610.010 RSMo. et seq. SLDC will make best efforts to provide a receipt of a request under the Act for any record that has been provided to it by Contractor, or of any record disclosed pursuant to the Act. Nothing in any awarded contract shall supersede, modify, or diminish in any respect whatsoever any of SLDC's rights, obligations, and exceptions under the Act, nor will SLDC be held liable for any disclosure of records, including information that SLDC determines in its sole discretion is a public record subject to disclosure under the Act.

## **14.0 Independent Contractor**

The Contractor is, and at all times through the RFP and contract administration process shall be and remain an independent contractor.

## **15.0 Insurance**

Any Contractor awarded this contract shall procure and maintain General Liability Coverage, Automobile/Motor Liability Coverage (including non-owned and hired vehicle coverage), and Worker's Compensation Insurance, and no coverage amounts listed shall be construed to limit the liability of the Contractor. The Contractor awarded this contract shall provide a Certificate of Insurance to the City of St. Louis prior to the execution of this contract, with "St. Louis Development Corporation" listed as an Additional Insured to the policy.

The 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. 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 SLDC 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 contractors, and contractual liability insurance sufficient to cover Contractor's indemnity obligations hereunder. The SLDC 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 SLDC 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.

## **16.0 Reservation of Rights**

SLDC reserves the right to reject any or all proposals for any reason, in its sole discretion; to select one or more respondents; to void this RFP and the review process and/or terminate negotiations at any time; to revise any conditions and stipulations contained herein, as convenient or necessary; to further negotiate fees, rates and financial arrangements, etc.; to establish further criteria for selection; to ask respondents to submit additional information or evidence of their qualifications and experiences; to waive formalities or informalities in the proposals and in the proposal process; and to negotiate with respondents; to reject any and/or all proposals for any reason, in their sole discretion.

EXHIBIT A:

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

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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.

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1. 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.

2. **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.
3. **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.
4. **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.”
5. **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.
6. **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.

7. 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.
  
8. 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.
  
9. 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.



10. 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.
11. 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.
12. 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.

13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

18. **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.
19. **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.
20. **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.

21. 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.
22. 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.
23. 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
24. 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.

25. **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.
26. **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.
27. **CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT.** 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.).
28. **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.
29. **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.
30. **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.

31. 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)).
32. 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.
33. 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.
34. PRE-AWARD COSTS. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
35. 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.