CITY OF ST. LOUIS DEPARTMENT OF HEALTH
CONTRACT YEAR 2022

Contract Period: December 1, 2021 through November 30, 2022

REQUEST FOR PROPOSALS

FOR

COVID-19 COMMUNITY ENGAGEMENT AND EDUCATION

RFP OPENING DATE: October 4, 2021
RFP CLOSING DATE: October 25, 2021

City St. Louis Department of Health
1520 Market Street, Room 4051
St. Louis, MO 63103
(314) 657-1534

Note: If this RFP was downloaded from the City of St. Louis RFP Website each applicant must provide contact information to the RFP contact person in order to be notified of any changes in this RFP document.
NOTICE

COVID-19 COMMUNITY ENGAGEMENT AND EDUCATION

REQUEST FOR PROPOSALS

BIDDER’S PRE-APPLICATION CONFERENCE (Optional)

An optional Bidder’s Pre-Application Conference is scheduled for the purpose of reviewing and responding to questions about the requirements set forth in this Request for Proposal(s). If bidders have questions or concerns about information contained in this Request for Proposals, this is the forum for obtaining answers to those questions.

DATE OF BIDDER’S PRE-APPLICATION CONFERENCE: Friday, October 15, 2021
TIME: 4:00 PM – 5:00 PM
LOCATION: City of St. Louis Department of Health
Virtual via Zoom
CONTACT: Craig Schmid
City of St. Louis Department of Health
1520 Market Street, Room 4051
St. Louis, MO 63103
schmids@stlouis-mo.gov
(314) 657-1534

ESTIMATED SCHEDULE:

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<th>Date</th>
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<tr>
<td>Monday, October 4, 2021</td>
<td>Request for Proposal Released</td>
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<tr>
<td>Thursday, October 14, 2021</td>
<td>Deadline for Bidder’s Pre-Application Conference Questions 4:30 PM (CDT)</td>
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<td>Monday, October 25, 2021</td>
<td>Due Date of Application- NO EXCEPTIONS 4:30 PM (CDT)</td>
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<td>Monday November 8, 2021</td>
<td>Selection by Professional Services Agreement Committee</td>
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<td>Wednesday, November 17, 2021</td>
<td>Approval by St. Louis Board of Estimate and Apportionment</td>
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<td>Friday, November 20, 2021</td>
<td>Notification of Award</td>
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<td>Contract Start Date</td>
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<td>Completion of Initial Year of Project</td>
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COVID-19 COMMUNITY ENGAGEMENT AND EDUCATION

REQUEST FOR PROPOSALS

APPLICATION FOR FUNDING

The City of St. Louis Department of Health (DOH) is soliciting proposals for COVID-19 Community Engagement and Education. Canvassing efforts will support a broader, coordinated, multi-faceted campaign to build vaccine trust, address vaccine misinformation, reduce vaccine hesitancy and increase vaccination among St. Louis City residents.

I. APPLICATION FORMATTING REQUIREMENTS

The Request for Proposals (RFPs) may be obtained beginning Monday, October 4, 2021 from Craig Schmid in the following ways:

1) at the City of St. Louis Department of Health, 1520 Market Street, Room 4051, St. Louis, MO 63103,
2) downloaded from the City of St. Louis website at https://www.stlouis-mo.gov/government/procurement.cfm, or
3) by contacting Craig Schmid at schmidc@stlouis-mo.gov or (314) 657-1534.

All questions must be submitted in writing via email no later than 4:30 pm (CDT) Thursday, October 14, 2021 to Craig Schmid at schmidc@stlouis-mo.gov. All questions submitted by the deadline will be addressed at the Bidder’s Pre-Application Conference on Friday, October 15, 2021 and provided in writing. No contact may be made with any committee member other than Craig Schmid. The Department of Health shall maintain a list of all entities requesting copies of the RFP and shall ensure that copies of all questions and responses thereto are made available to each entity on such list.

Please submit your proposal via email to schmidc@stlouis-mo.gov electronically timestamped no later than 4:30 pm (CDT) on Friday, October 25, 2021 and only in standard (8 x11 inch letter sized) PDF format. Late or incomplete proposals will not be accepted.

• Applications must be in English
• Must contain a Table of Contents
• Use 12-point font
• Text may be either 1.5- or 2.0-spaced, unless otherwise stated in this RFP

Do not assume that the reader knows your organization or program. Issuing an RFP does not obligate the City of St. Louis Department of Health to award a contract to any provider, nor is the City of St. Louis Department of Health liable for any costs incurred by the organizations in the preparation of proposals.

The City of St. Louis Department of Health retains the right to award parts of the contract to several bidders, not to select any bidders, and/or to re-solicit proposals.
II. AWARD CEILING

The award ceiling is up to $500,000 for project year to the extent funding is appropriated from the American Rescue Plan Act (ARPA) Funds for Community Engagement for COVID-19 and with a maximum of 10% of the contract amount being related to indirect costs. The actual service category award amount will be based on the actual amount available in ARPA Funds, appropriated for the Community Engagement for COVID-19 purpose.

During the course of the contract, monthly payments will be made to Contractor upon receipt and approval of proper documentation and reporting.

III. CONTRACTOR QUALIFICATIONS

Contractor Applicant must demonstrate:

- It is an organization with members assigned to this project who have at least three (3) years of experience in delivering community based public services, using evidence-informed approaches to deliver public health information to community members, and implementation of culturally and linguistically appropriate approaches.
- It is an organization with members assigned to this project who have at least three (3) years of experience conducting and reporting in writing and in visual graphic formats (charts, graphs, infographics, etc.) and experience conducting:
  - community engagement and education activities using traditional and non-traditional platforms;
  - process measures focused on issues such as site selection, staff training, services received by participants, and quality contracted host organizations in governance and compliance with contract deliverables;
  - outcome measures designed to measure changes in knowledge, skills, attitudes and behaviors related to COVID-19 mitigation and vaccine confidence; and
  - impact measures designed to assess neighborhood-level change in COVID-19 mitigation and vaccine confidence.
- Knowledge of City of St. Louis communities/areas disproportionately affected by SARS CoV-2 and those with the lowest COVID-19 vaccination rates, including any emerging trends and population demographics.
- Capacity to ensure collected personally identifiable health information is secured in accordance with the protections of the Privacy Rule and Security Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and that it has a data security/IT Security Plan.
- Experience applying the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (National CLAS Standards) to support quality improvement and ensure the evaluation is implemented in a culturally appropriate manner. ([https://thinkculturalhealth.hhs.gov/clas/standards](https://thinkculturalhealth.hhs.gov/clas/standards))
- Possession of all insurance coverages, permits, licenses and professional credentials necessary to perform the services specified in this RFP.
IV. REQUIRED ACTIVITIES AND DELIVERABLES

A. The Contractor(s) shall design a one-year community engagement and education strategy to address and correct COVID-19 misinformation.

B. The Contractor shall engage in the following Evaluation Activities:
   - Conducting surveys at the individual level to assess shifts in knowledge, skills, attitudes and behaviors towards SARS CoV-2, COVID-19 and COVID-19 vaccines.

C. The Contractor(s) shall analyze qualitative and quantitative data collected during the course of the community engagement and education project, which shall evaluate the extent to which the following impacts have been achieved:
   - Changes in knowledge, skills, attitudes about SARS CoV-2, COVID-19 and FDA authorized COVID-19 vaccines.
   - Changes in community norms toward SARS CoV-2 mitigation and COVID-19 vaccines.

D. Daily engage community in person and virtually, particularly in the 12 City of St. Louis zip codes identified by the DOH as having the greatest need, based on number and rates of identified positive SARS-CoV2 tests and COVID-19 cases, number and rates of vaccination for SARS-CoV-2, COVID-19 positivity rate. This includes canvassing efforts that support a broader, coordinated, multi-faceted campaign to build vaccine trust, address vaccine misinformation, reduce vaccine hesitancy and increase vaccination among St. Louis City residents

E. The Contractor shall further provide the following deliverables:
   - Design and translate at least into Spanish, Bosnian and Vietnamese (other languages will be decided on by need) educational material and engagement tools using new and existing data and information on homelessness, healthcare, medical mistrust, misinformation and mistrust of government regarding medical care and COVID-19 vaccines to help dispel myths and misunderstandings of COVID-19 vaccination. Talking points must be science-based and sources should primarily be government sources such as CDC and FDA. Contractor must first secure approval for the educational materials from DOH prior to distribution.
   - Weekly and monthly reports of the numbers of educational sessions; total number of of persons engaged and provided COVID-19 mitigation and vaccine motivational education, and including demographics of race, age, sex, and address; events held; marketing and promotions accomplished; educational and marketing/promotional materials used; frequently asked questions; difficulties, challenges or obstacles encountered; and vaccine refusal reasons.
   - Preparation of a six-month report and annual final summary report, summarizing the overall impact and reach of their community engagement and education efforts, including a summary compendium of weekly and monthly reports.
   - Disseminate results.
   - Contractor staff shall meet with the Health Commissioner or their designee(s), monthly to discuss the project’s progress, participate in educational and training sessions with DOH and other external stakeholders to work on refinements to processes and challenges, as well as a review of frequently asked questions. All contractors must participate in mandatory educational sessions provided by DOH or obtained by DOH.
   - Work alongside representatives of the Department of Health to present findings at national and international conferences and produce scholarly publications and reports for more general audiences.

V. SELECTION PROCESS AND EVALUATION CRITERIA (SCORING)

A. Evaluation Criteria (Scoring):
Proposals will be evaluated, scored, and selected based on the responses received to the Project Abstract and Program Narrative sections set forth in Section VI. CONTENTS OF PROPOSAL of this RFP. The top numerical score available for each section of the Program Narrative is listed and underlined in the Program Narrative section of this RFP and summarized below. Only proposals found to be responsive (that is, complying with all instructions and requirements described in this RFP) will be reviewed, evaluated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Even if additional financial documents, business document and other required responses are not scored, they are still required to be included in the Proposal in order to be considered.

Proposals must incorporate how the organization will comply with the requirements set forth in all sections of this RFP.

| Organization Description/Capability Statement | 10 Points |
| Organizationnal Experience and Qualifications | 15 Points |
| Project Team | 30 Points |
| Approach to Project Design and Implementation | 15 Points |
| Knowledge of SARS CoV-2 & COVID-19 Vaccination Rates | 10 Points |
| Project Work Plan | 10 Points |
| Budget & Financial Capacity | 10 Points |
| Total | 100 Points |

B. Selection Process:
All proposals will undergo the following evaluation process. An assessment by an independent review panel will evaluate the proposal using the above point scores to provide recommendations to the DOH Professional Service Agreement Selection Committee (PSA), established under City of St. Louis Ordinance 64102. The total points possible are 100. Interviews of proposed finalists may occur at the discretion of DOH. DOH reserves the right to interview one or more organizations submitting proposals, request additional information as DOH may deem necessary, and/or reject any or all proposals with or without cause. The PSA Committee will evaluate and make selection(s) based on the responses received. Award selection notification is anticipated on or about November 20, 2021.

DOH reserves the right to reject any and all proposals submitted; to select one or more respondents; to void this RFP and the review process and/or terminate negotiations at any time; to select separate respondents for various components of the scope of services; to select final team members from among the proposals received in response to this RFP.

Additionally, any and all RFP project elements, requirements and schedules are subject to change and modification. DOH also reserves the unqualified right to modify, suspend, or terminate at its sole discretionary and all aspects of their RFP process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the RFP or any responses by any organization/business. Proponents may be asked to make one or more presentations and participate in interviews.

C. Proposals Are Public and Become City Property:
All materials submitted in response to this RFP will become and remain the property of the City of St. Louis and will not be returned. Any Contractor awarded this contract acknowledges that the City is a “public governmental body” under and subject to the State of Missouri’s Sunshine Law (the “Act”), Revised Statutes 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. Neither RFP Nor Proposal Is a Contract:
This RFP does not commit the DOH or City of St. Louis to award a contract or to pay for costs incurred in the preparation of a proposal, or to procure or contract for service in connection therewith. The DOH reserves the right to accept or reject any or all proposals received as a result of this RFP, or cancel in part or in its entirety this Request for Proposals. The City reserves the right to waive any and/or all non-material irregularities pertaining to the submission of the proposal.

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 a selection of a Successful Applicant be construed as an offer of engagement unless and until a contract is fully negotiated and fully executed by all parties.

DOH is seeking to enter into a one-year contract, with the DOH reserving the right to terminate upon thirty (30) days’ notice, with or without cause, by submitting written notice (See Section X TERMINATION). DOH reserves the right to modify specific terms and conditions in this RFP prior to execution of any contract. Successful Applicant(s) shall pay all applicable taxes to the City of St. Louis, and shall, by the date of execution of any contract and for its duration, procure and carry in full force and effect at all times, during the entire term of any contract, at its own expense, insurance coverage as set forth in this RFP at Section VII. Insurance Coverage.

E. Contract Subject to Appropriation of Funds:
The award and performance of any contract or agreement that results from this RFP are subject to appropriation of funds for such purposes by the City, including re-appropriations for each fiscal period. The City reserves the right not to appropriate funds in any fiscal period to make the payments required under any agreement or contract. In the event funds are not appropriated in any fiscal period for the purposes of making payments as required, any agreement or contract for which the payments are not appropriated shall terminate without penalty or expense to the City whatsoever.

VI. CONTENTS OF PROPOSAL

A. Application Checklist
Complete and attach the Application Checklist, page 19 of this RFP.

B. Application Cover Sheet
Complete and attach the Application Cover Sheet, page 18 of this RFP.

The proposal must include a project abstract. The abstract shall be a maximum of two (2) single-spaced pages and should be an overview of the proposal. The abstract must include:
   a. Name and brief description of the applicant organization including primary location, type of organization, years in existence, brief organization history, organizational mission and...
objectives; location where City data will be used and 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; and any other relevant information that helps to provide an overview of the organization.

b. A brief description of applicant organization’s work history and experience relevant to provision of community engagement and education services for communities such as those identified in this RFP.

c. A summary of the proposed COVID-19 community engagement and education services, implementation timeline, and general barriers the applicant might incur, and what is the plan to overcome those barriers.

d. The overall budget for services listed in this RFP.

D. Program Narrative & Budget: (Maximum of fifteen (15) pages, 1.5-2.0 spaced)
The Program Narrative & Budget shall be a maximum of fifteen (15), 1.5-2.0 spaced typewritten pages. All pages must be numbered consecutively. Applicants must respond to each of the required narrative proposal components. The order of the responses must follow exactly the order provided below. The applicant’s primary response should be included in the body or text of the submitted proposal. The responses to Program Narrative & Budget sections may not consist solely of references to attached materials or to linked materials. This is not to say that applicants may not provide links or attach documentation or materials to demonstrate capacity or prior projects, but the response must not consist exclusively of attached material. Reviewers are not required to go beyond the maximum 15 pages of text response in the Program Narrative & Budget to review, evaluate, and score a proposal.

1. Organization Description/Capability Statement
   Provide an overview of applicant’s organization. Describe the organization’s strengths, capabilities and experience in public engagement and education. Identify the applicant’s proximity to the City of St. Louis. PI and all staff involved in this project certifications and/or real-world experience in communication, education, psychology and/or motivational engagement; experience leveraging the intellect, resilience and lived experiences of community residents and work empowering resident leaders to make lasting changes in their own communities; and other information describing the organization’s ability to successfully achieve all project objectives. Describe how the organization’s experience makes the applicant uniquely qualified to contribute to the implementation of the project goals.

2. Organizational Experience and Qualifications
   Provide evidence of the organization’s ability to successfully perform the COVID-19 community engagement and education services described in this RFP, including descriptions of past projects completed with similar activities and deliverables (see Section IV. REQUIRED ACTIVITIES AND DELIVERABLES (above). Include work your organization has accomplished to engage communities and provide motivational education about SARS-CoV-2 vaccine, vaccines, and other public health education. Discuss how your organization will achieve accurate and compelling translation of education materials in other languages or hire a vendor to do so. Discuss your organization’s experience tailoring messaging and producing communications materials to reach specific communities such as African Americans, persons under 39 years old, LGBTQ+, immigrants/refugees, justice involved (or formerly justice involved), unhoused, persons with disabilities, persons with mental health/behavioral health challenges, persons with
cognitive challenges, and persons with less than a high school equivalency or high school graduation.
Attach as part of Attachment A two (2) examples of past community engagement and education products (not subject to page limitation) or other activities and deliverables similar to those described in this RFP.

3. Project Team

How well is the external evaluation project team equipped to provide and complete the requested services of this RFP, or how will the project team be fully staffed within 3 months of receipt of award in order to be equipped to provide and complete the requested services of this RFP? Provide the names and job titles, and describe the experience of existing/proposed PI and staff members, including time dedicated to this project and rate of pay, as well as any training necessary for accomplishing the requested services of this RFP. Provide job descriptions for each position (as part of Attachment B – not subject to page limitation), whether volunteer or paid. Provide information about the PI and individual staff members, who will be recruited to provide any activities and deliverables set forth in this RFP, including job titles and provide job descriptions for each position (as part of Attachment B – not subject to page limitation), whether volunteer or paid, time dedicated to this project and rate of pay.

How is there assurance that there are team members assigned to this project who have at least three (3) years of experience in providing motivational education about vaccines and other public health education; designing and distributing in traditional and non-traditional media in English and pictorially, as well as in compelling translations of education materials in other languages (or hiring a vendor to do so); tailoring messaging and producing communications materials to reach specific communities, such as African Americans, persons under 39 years old, LGBTQ+, immigrants/refugees, justice involved (or formerly justice involved), unhoused, persons with disabilities, persons with mental health/behavioral health challenges, persons with cognitive challenges, and persons with less than a high school equivalency or high school graduation; analyzing qualitative and quantitative data; reporting activities and results; providing data reports; and presenting at national and international conferences; disseminating reports; and providing culturally and linguistically appropriate services?

How is there assurance that there are team members assigned to this project who have at least three (3) years of experience conducting and reporting in writing and in visual graphic formats (charts, graphs, info graphics, etc.) and experience conducting:

- process measures focused on issues such as site selection, staff training, services received by participants, among other features of implementation?
- outcome measures designed to measure changes in knowledge, skills, attitudes and behaviors of community members related to COVID-19 mitigation?

Include in this section (included in page limitation) an organization chart with the names and titles of the PI and staff working on this project.

Attach (as part of Attachment B – not subject to page limitation) a copy of the individual resumes/biographical sketches/curriculum vitae of the PI and all staff, as well as the credentials needed in order to implement the services in this RFP.
4. **Approach to Project Design and Implementation**

Describe applicant’s evidence informed approaches to the community engagement and education for African Americans, persons under 39 years old, LGBTQ+, immigrants/refugees, justice involved (or formerly justice involved), unhoused, persons with disabilities, persons with mental health/behavioral health challenges, persons with cognitive challenges, and persons with less than a high school equivalency or high school graduation and related to successfully achieving the activities and deliverables for the community engagement and education services for COVID-19 mitigation and vaccine confidence described in this RFP. Describe any unusual problems anticipated and your organization’s ability to adapt and resolve such problems.

The contractor will need to be flexible, and able to redirect its street teams on short notice to priority areas identified by the City. In addition to distributing information door-to-door, canvassers also may be asked to engage with community members they encounter. This may include, listening to their questions, answering where possible, providing referrals to community resources, and demonstrating how to use QR codes and text response short codes to access information and services.

5. **Knowledge of SARS CoV-2 Mitigation and COVID-19 Vaccination Rates in City of St. Louis Neighborhoods**

Set forth applicant’s knowledge of the City of St. Louis communities/areas disproportionately impacted by SARS CoV-2 and with the lowest COVID-19 vaccination rates, including any emerging trends and population demographics.

Briefly explain the evidence informed mitigation measures known to slow the spread of SARS CoV-2 and activities proven to prevent severe complications and death related to SARS CoV-2 infection.

6. **Project Work Plan**

Describe the applicant organization’s proposed program design in detail and how your organization will implement the services in this RFP. Set forth the key phases, activities and tasks to complete the activities and deliverable throughout the project period, highlighting milestones and timeline through November 30, 2022.

7. **Budget & Financial Capacity**

The costs associated with the proposed project should directly reflect the action steps necessary to implement the activities and deliverables. The costs should not reflect any intended activity not specifically indicated in the proposed work plan. Any In-Kind Services and their association with the proposed project should be listed and justified. Does the budget justification provide a basis for the level of service proposed? A budget proposed for the services in this RFP must include explanations for the following line items (if applicable)

a. All personnel whose salaries will be paid in whole or in part with this RFP funding opportunity, including fringe benefits (% and dollars)

b. Projected costs of events or activities that will support the services in this RFP

c. Costs for supplies, incentives
d. Marketing- if budget will be allocated for marketing purposes, provide Marketing plan and expenses

e. Purchases over $500.00 to support the project.

f. Travel and trainings cost directly associated with, and to benefit the work supported by, this RFP funding opportunity.

g. Indirect costs (limited to 10% of eligible direct costs)

E. Other Required Document Attachments

NOTE: successful bidders must obtain and maintain a current City of St. Louis business license and pay all applicable taxes to the City of St. Louis.

I. Business Documents (not counted for page limits):

a. Copy of current City of St. Louis business license (or waiver letter from License Collector)

b. Proof of non-delinquency on tax payments to City of St. Louis

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

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

c. M/W/DBE Participation: It is the policy of the City of St. Louis to address the effects of identified discrimination against minority business enterprises and women’s business enterprises within its jurisdiction. Contractual services shall be allocated according to the policy. The method that the city shall employ to implement that policy is the establishment of a goal of at least 25% minority business enterprise participation and at least 5% women’s business enterprises participation in contracts and purchases wherein City funds are collected or expended. Please provide information on minority and women enterprise participation in your company. (Appendix A)

d. Living Wage Requirements: Applicants are hereby advised that this RFP is subject to the St. Louis Living Wage Ordinance (Ordinance No. 65597, codified at Chapter 3.99 of the Revised City Code of St. Louis (2020)) and associated Regulations. Applicants hereby agree to comply with the following measures:

A. Minimum Compensation: Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to any contract awarded under this RFP in an amount no less than the amount stated on the Living Wage Bulletin attached hereto as Appendices B, C, and D. The initial rate shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued and posted at http://www.flystl.com/business/business-diversity-development-1/living-wage.

B. Notification: If awarded a contract under this RFP, Contractor shall provide the Living Wage Bulletin to all employees, together with a Notice of
Coverage, in English, Spanish, and other languages spoken by a significant number of the Contractor’s employees, and within thirty (30) days of contract execution for existing employees, and within thirty (30) days of employment for new employees.

C. Posting: If awarded a contract under this RFP, Contractor shall post the Living Wage Bulletin, together with a “Notice of Coverage” in English, Spanish, and other languages spoken by a significant number of the Contractor’s employees, in a prominent place in a communal area of each worksite covered by the contract awarded under this RFP.

D. Subcontractors-Service Contracts: If awarded a contract under this RFP, Contractor hereby agrees to require subcontractors to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such subcontractors.

E. Term of Compliance – Service Contracts: If awarded a contract under this RFP, Contractor hereby agrees to comply with these Living Wage Compliance Provisions for as long as work related to such contract is being performed by Contractor’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.

F. Reporting: Contractor shall provide the Annual Reports and attachments required by the Ordinance and the Regulations.

G. Penalties: Contractor 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 RFP, 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.

Each Applicant must submit the attached “Living Wage Acknowledgement and Acceptance Declaration” (Appendix E) with the proposal, and failure to do so will result in rejection of the proposal. A successful Applicant’s failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the contract and the imposition of additional penalties as set forth in the Ordinance and Regulations (Appendix B).

Applicants also are hereby advised that the City of St. Louis presently has in force a Service Contract Prevailing Wage Ordinance (Ord. 62124). Pursuant to Ordinance

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62124, for all positions listed on the Secretary of the Department of Labor’s wage and fringe benefits determination, https://sam.gov/wage-determination/2015-5075/18, Successful Contractor(s) will provide the minimum prevailing wage and the minimum prevailing fringe benefits 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), as applicable. If Successful Contractor(s) subcontract any services for which they are obligated under this RFP or a contract awarded under this RFP, they 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.

All applicants must demonstrate in their proposal or bid how they intend to comply with Ordinance 62124, to the extent it is applicable, including by providing the applicable minimum prevailing wage and the minimum prevailing fringe benefits rates to be paid to employees.

Copies of the Ordinance and Regulations are available upon request from DOH, or can be accessed through the City of St. Louis website. The current copy of the Living Wage Bulletin (Appendix D) is attached.

F. Living Wage Acknowledgement and Acceptance Declaration (Appendix E)
Complete and attach the Living Wage Acknowledgement and Acceptance Declaration (Appendix E of this RFP).

G. No Unauthorized Alien Employees Affidavit (Appendix F)
Complete and attach the No Unauthorized Alien Employees Affidavit (Appendix F of this RFP)

H. Compliance with Anti-Discrimination Against Israel Act Affidavit (Appendix G)
Complete and attach the Compliance with Anti-Discrimination Against Israel Act (Appendix G of this RFP)

VII. INSURANCE REQUIREMENTS
Upon any award of a contract, the Successful Applicant(s) shall procure and maintain, at the Successful Applicant’s expense, the following insurance coverage for the entire period of the contract. Certificates of Insurance (ACORD Form) evidencing the policy dates and policy coverages of such insurance must be provided to the DOH prior to the execution of the contract. The costs of such insurance will be paid by Successful Applicant(s) or its sub recipient(s) (second-tier entity/entities). Successful Applicant(s) may furnish separate certificates of insurance and policy endorsements for each second-tier entity as evidence of compliance with these insurance requirements. Successful Applicant(s) is responsible for ensuring compliance with all the insurance requirements.

1. General Liability Coverage insuring property damage and injury to persons of at least $1,000,000 each occurrence/$3,000,000 general aggregate
2. Personal Injury Liability Insurance covering the risks of dog bites or assaults and acts of the Successful Applicant’s employees while acting within the scope of their duties in the stated amount of $1,000,000 per person and $1,000,000 per occurrence.

3. Automobile Public Liability and Property Damage Insurance for all owned, leased or non-owned automobiles provided the vehicle is being used in the business of the Agreement in the stated amount of $1,000,000 per person and $1,000,000 per accident and $1,000,000 aggregate for property damage.

4. Worker's Compensation and Employer's Liability as required by state law

Insurance policies provided shall name "The City of St. Louis, its officers, agents or employees" as additional insureds to the policies, and all policies coverage shall be primary and non-contributory. Said insurance must provide for the immediate notice in writing to the City of St. Louis Department of Health of any changes in coverage or named insured occurring during the term of the contract.

Failure by Successful Applicant(s), its agents, employees, officers, and/or sub recipient(s) (second-tier entity/entities) to comply with the insurance requirements will constitute a material breach of the Contract.

The Successful Applicant’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 better and a financial class size IV or greater as indicated in A.M. Best’s Key Rating Guide http://222.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 Consultant, its officers, agents, employees, Consultants, subcontractors, licensees, invitees, representatives, and independent Consultants and, contractual liability insurance sufficient to cover Consultant’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 Consultant 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 Consultant’s policy.

Insurance carried by the Successful Applicant does not limit Successful Applicant’s liability under the indemnification section of this Contract.

VIII. INDEMNIFICATION

In any contract awarded pursuant to this RFP, Successful Applicant(s) shall be required to agree to the following:
1. The Contractor is, and at all times hereunder, shall be and remain an independent contractor and nothing herein shall be interpreted to mean that the Contractor or any of its employees or agents is an employee or agent of the City of St. Louis.

2. The Contractor will protect, defend, and hold the City, and its Board of Alderman, 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 and to the extent such injury, death or damage is caused by the 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.

3. 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.

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

IX. PROHIBITION ON LIMITATIONS OF LIABILITY CLAUSES

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

A. Monetary caps on the amount a vendor or contractor will pay to the City under any circumstances.

B. Limits on categories of risks or liabilities for which a vendor or contractor will compensate the City.

C. Limits on or disclaimers of certain damages.

D. Limits on when the City can bring a breach of contract or breach of warranty claim.

E. Limits on when the City can bring a tort claim.

X. TERMINATION

Any contract awarded 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 work performed up until the date of termination.

Any contract awarded 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 abandons this contract, it shall indemnify the City against any loss caused by said abandonment.
XI. CITY OFFSHORE USE AND STORAGE
A. 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.
B. If during the term of the contract or RFP process, 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 Department of Health shall first have determined in writing that extraordinary circumstances require the shift of the City data’s use or storage or that a failure to shift the City data’s use or storage would result in economic hardship to the City.
C. If during the term of the contract or RFP process, 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.
D. 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:
   i. 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
   ii. A significant and substantial economic cost factor exists that outweighs the economic impact of ensuring use or storage of City data within the United States, such that a failure to use the vendor or subcontractor's services would result in economic hardship to the City; or
   iii. 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.

XII. PROHIBITION OF CLICKWRAPS AND END USER LICENSE AGREEMENTS
The City 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 RFP or any contract awarded following this RFP. Any such EULA accepted by any City employee that relates directly or indirectly to the work or transaction contemplated by this RFP shall be non-binding on the parties to any contract awarded following this RFP. Proposed contract provisions shall be negotiated between the City and the Contractor prior to their acceptance, and if accepted, included in a contract awarded following this RFP.

EULAs include, but shall not be limited to:

A. Software license agreements separate from this Agreement.
B. Terms of service separate from this Agreement.
C. Privacy policies separate from this Agreement.
D. Copyright policies separate from this Agreement.

XIII. RECORDKEEPING AND AUDIT REQUIREMENTS

Contractor shall provide City monthly written programmatic updates in the manner prescribed by the Director of the Department of Health, or his or her designee. Contractor shall maintain adequate records to establish that the funds provided herein are expended on eligible costs under all funding sources. 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.

City reserves the right to audit Contractor’s accounts relating to the contract 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:

A. Introduction of the appropriate documentation.

B. Resolution of the questioned cost by Contractor in a manner that is satisfactory to City.

C. Repayment of questioned costs to the City.

XIV. FEDERAL LEGAL REQUIREMENTS INCLUDING ARPA REPORTING

To comply with federal laws, including the American Rescue Plan Act, the City shall require that any contract or subrecipient agreement between the City and a respondent arising out of this RFP include Supplementary Conditions in substantially the form set forth on Appendix H as binding terms of the contract or agreement. The final wording of the Supplementary Conditions may be modified during contract negotiations.
# COVID-19 Community Engagement and Education

## Request for Proposals

### Application Cover Sheet

<table>
<thead>
<tr>
<th><strong>APPLICANT INFORMATION</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1) LEGAL NAME:</strong></td>
</tr>
</tbody>
</table>

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

| **3) PAYEE Mailing Address** (if different from above): | Check if address changed □ |

| **4) Federal Tax ID No.:** |

<table>
<thead>
<tr>
<th><strong>5) TYPE OF ENTITY</strong> (check all that apply):</th>
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<tbody>
<tr>
<td>☐ City</td>
</tr>
<tr>
<td>☐ County</td>
</tr>
<tr>
<td>☐ Other Political Subdivision</td>
</tr>
<tr>
<td>☐ State Agency</td>
</tr>
<tr>
<td>☐ Indian Tribe</td>
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<tr>
<td>☐ College or University</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th><strong>6) PROPOSED BUDGET PERIOD:</strong></th>
</tr>
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<tr>
<td><strong>Start Date:</strong></td>
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<tr>
<td><strong>End Date:</strong></td>
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</tbody>
</table>

| **7) COUNTIES SERVED BY PROJECT:** |

| **8) AMOUNT OF FUNDING REQUESTED:** |

<table>
<thead>
<tr>
<th><strong>9) PROJECTED EXPENDITURES</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Does applicant’s projected state or federal expenditures exceed $500,000 for applicant’s current fiscal year (excluding amount requested in line 8 above)? **</td>
</tr>
</tbody>
</table>

| Yes □ | No □ |

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

<table>
<thead>
<tr>
<th><strong>10) PROJECT CONTACT PERSON</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
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<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>E-mail:</td>
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</table>

<table>
<thead>
<tr>
<th><strong>11) FINANCIAL OFFICER</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Phone:</td>
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<tr>
<td>Fax:</td>
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<tr>
<td>E-mail:</td>
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</tbody>
</table>
The facts affirmed by me in this proposal are truthful and I understand that the truthfulness of the facts affirmed herein are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.

<table>
<thead>
<tr>
<th>12) AUTHORIZED REPRESENTATIVE</th>
<th>Check if change</th>
<th>13) SIGNATURE OF AUTHORIZED REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
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<tr>
<td>Title:</td>
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<td>Phone:</td>
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<td>E-mail:</td>
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</table>

14) DATE
Please review and enclose this checklist to ensure that your application is complete. Applications that **do not contain a copy of each of the items below will be considered incomplete and will not be reviewed.**

<table>
<thead>
<tr>
<th>I. Application Cover Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td>II. Project Abstract</td>
</tr>
<tr>
<td>III. Program Narrative &amp; Budget</td>
</tr>
<tr>
<td>A. Organization Description/Capability Statement</td>
</tr>
<tr>
<td>B. Organizational Experience and Qualifications</td>
</tr>
<tr>
<td>C. Project Team</td>
</tr>
<tr>
<td>D. Approach to Project Design and Implementation</td>
</tr>
<tr>
<td>E. Knowledge of SARS CoV-2 &amp; COVID-19 Vaccination Rates</td>
</tr>
<tr>
<td>F. Project Work Plan</td>
</tr>
<tr>
<td>G. Budget &amp; Financial Capacity</td>
</tr>
<tr>
<td>IV. Other Requirements</td>
</tr>
<tr>
<td>A. Business Documents</td>
</tr>
<tr>
<td>1. Copy of City of St. Louis business license (or waiver letter)</td>
</tr>
<tr>
<td>2. Proof of non-delinquency of tax payments</td>
</tr>
<tr>
<td>3. Information on minority and women enterprise participation in Organization (see Appendix A)</td>
</tr>
<tr>
<td>4. Living Wage Acknowledgement and Acceptance Declaration (Appendix E)</td>
</tr>
<tr>
<td>5. No Unauthorized Alien Employees Affidavit (Appendix F)</td>
</tr>
<tr>
<td>6. Compliance with Anti-Discrimination Against Israel Act Affidavit (Appendix G)</td>
</tr>
</tbody>
</table>
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. The provision of this Policy shall apply to all contracts awarded by the City, its Departments and agencies and to all recipients of City funds or City-administered government funds and 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 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:** A goal of 25% MBE and 5% WBE utilization has been established in connection with this contract. This goal is based on the original contract amount and remains in effect throughout the term of this Agreement. If an award of this contract is made and the MBE/WBE participation is less than the contract goal, the Contractor shall continue good faith efforts throughout the term of this contract to increase MBE/WBE participation and to meet the contract goals.

3. **Obligation:** The Contractor 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 DOH provided under this Agreement. The Contractor shall 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 DOH.

4. **Eligibility:** Contractor 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 Contractor of the responsibility to continue good faith efforts to maximize participation of MBE’s/WBE’s during the term of the contract.

7. **Substitution of MBE/WBE Firms After Award:** The Contractor 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 Contractor 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 Contractor is required to submit with its bid the following information to demonstrate the Contractor’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. **Record Keeping Requirements:** The Contractor shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the DOH to determine compliance with the MBE/WBE contract obligations. The DOH 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 the DOH. 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 a 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.
APPENDIX B

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE COMPLIANCE PROVISIONS: This contract [agreement] is subject to the St. Louis Living Wage Ordinance 65597 and the Regulations associated therewith, copies of which are attached hereto and incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Contractor hereby agrees to comply with these measures:

1. **Minimum Compensation:** Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to this contract [agreement] in an amount no less than the amount stated on the attached Living Wage Bulletin. The initial rate shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued.

2. **Notification:** Contractor shall provide the Living Wage Bulletin to all employees, together with a “Notice of Coverage”, in English, Spanish, and other languages spoken by a significant number of the Contractor’s employees within thirty (30) days of contract execution for existing employees and within thirty (30) days of employment for new employees.

3. **Posting:** Contractor shall post the Living Wage Bulletin, together with a “Notice of Coverage”, in English, Spanish, and other languages spoken by a significant number of the Contractor’s employees, in a prominent place in a communal area of each worksite covered by the Contract.

4. **Subcontractors—Service Contracts:** Contractor hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.

5. **Term of Compliance—Service Contracts:** Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this contract is being performed by Contractor’s employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.

6. **Reporting:** Contractor shall provide the Annual Reports and attachments required by the Ordinance and Regulations.

7. **Penalties:** Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations and/or providing false information may result in the imposition of penalties specified in the Ordinance and/or Regulations, which penalties, as provided in the Ordinance and Regulations, may include, without limitation, per order of the City Compliance Official, the following:
   - Suspension and/or termination of the contract, subcontract, lease, concession agreement or financial assistance agreement by the City.
   - Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis.
   - Barring the Contractor or CFAR from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full.
   - 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.
APPENDIX C

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2021

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 $13.73 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 $18.27 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) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: $4.54 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, 2021. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

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

City Compliance Official

c/o St. Louis Airport Authority
St. Louis, Missouri
(314) 426-8111
CITY OF ST. LOUIS LIVING WAGE ORDINANCE

NOTICE TO EMPLOYEES

St. Louis Living Wage Rates
Effective April 1, 2021

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

THESE ARE YOUR RIGHTS...

Living Wage

If you are an employee performing services under a City contract, you must be paid not less than the living wage rate of $13.73 per hour plus at least $4.54 per hour in health benefits, or $18.27 per hour if health benefits are not offered.

Retaliation

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

You may Report Living Wage Violations to:

LIVING WAGE HOTLINE: (314) 890-1809

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

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

CONTRACTING AGENCY: ________________________________________________

AGENCY CONTRACT NUMBER: _________________________________________

DATE: __________ PREPARED BY: _________________________________________

PREPARER’S TELEPHONE NUMBER: _________________________________

PREPARER’S E-MAIL ADDRESS: _________________________________________

PREPARER’S CELL PHONE NUMBER: _________________________________

PREPARER’S ADDRESS AND ZIP CODE: _________________________________

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

AUTHORIZED REPRESENTATIVE CERTIFICATION:

_____________________________ (Signature)

NAME: ________________________________

TITLE: ________________________________

DATE: ________________________________
APPENDIX F

STATE OF __________________________ )
)SS.
COUNTY OF __________________________ )

AFFIDAVIT

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

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

I am the ________________ (Position/Title) of ____________________________ (Contractor)

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 is 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 G

STATE OF ________________

COUNTY OF ________________

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT

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 ____________________ (Company/Entity).

I have the legal authority to make the following assertion and certification and do hereby certify that:

Pursuant to RSMO. Section 34.600, ________________ (Company/Entity) 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:
The City of St. Louis, Missouri (the “City”) is the recipient of American Rescue Plan Act (“ARPA”) funds from the United States Department of the Treasury (the “U.S. Treasury”). In consideration for receiving ARPA funds as a Subrecipient or Contractor (hereinafter referred to as “Contractor”) for eligible expenses under ARPA, the Contractor shall comply with the following required supplementary terms and conditions to the Agreement (the “Supplementary Conditions”).

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

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

1. **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. 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 Principals, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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;


   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.

18. 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.

19. 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.

20. 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. 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.

23. 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.

24. 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.

25. 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.

26. 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.).

27. 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.

28. 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.

29. 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.