



City of St. Louis, Missouri

Date: April 17, 2013

**Request for Proposals for Lockbox Services for the
City of St. Louis Municipal Court**

The City of St. Louis Municipal Court is soliciting proposals for lockbox services that will accommodate all interfaces in the applications currently provided by the Regional Justice Information Systems (REJIS) and comply with the City of St. Louis Information Technology Services Agency (ITSA) infrastructure and system development environment.

Agency: Municipal Court

Posted Date: **Wednesday, April 17, 2013**

Submission Date: **Friday, May 17, 2013; 3:00 PM CDT**

Submission Requirement: One signed original, six (6) copies, and one electronic file in PDF format are requested. Signed original and paper copies shall be returned in a sealed envelope addressed to:

**Cathy Ruggeri-Rea
City of St. Louis Municipal Court
1520 Market Street, Suite 1120
Saint Louis, MO 63103-2636**

The proposal package must be clearly marked as follows: "**PROPOSAL FOR LOCKBOX SERVICES FOR CITY OF ST. LOUIS MUNICIPAL COURT.**"

The City of St. Louis reserves the rights to reject any and all proposals, to cancel this request for proposals and to advertise for new proposals.

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1. Office Overview

The City of St. Louis Municipal Court is the keeper of all legal records for City Ordinance violations. In 2011 there were 213,620 filings, in 2012 there were 208,089 filings and in the first quarter of 2013, there have been 45,024 filings. This case load is managed by four (4) full time judges, and a court administrator with a staff of 28.

Specialty Court such as Truancy, Housing, Mental Health, and Drug Court are presided over by four (4) provisional judges.

At this time the Court uses a custom developed application provided by the Regional Justice Information System (REJIS).

2. Overview of Services Required

The City is requesting proposals to periodically test the market to assure that the City is receiving the optimum level of service at a competitive price. While the Court is soliciting proposals from companies to provide its office with lockbox services that allows at least the same functionality of the existing lockbox services, the ability to perform ad hoc and established reporting.

Any new system purchased pursuant to the RFP must comply with the City of St. Louis Information Technology Services Agency (ITSA) infrastructure and systems development environment and accommodate all the interfaces in the application currently provided by the Regional Justice Information Systems (REJIS)

The City's expectation upon completion of the Request for Proposal (RFP) process is to enter into a 3-year contract with the option of extending the contract for another one-year period. The City expects to develop a collaborative relationship with the selected vendor for lockbox services.

Proposals should demonstrate the vendor's cost effective and innovative approach to today's banking needs as well as the rapidly changing demands of the future.

To be considered for selection, vendors must meet at least the following minimum qualifications:

- Authority to offer Banking Services - must hold a charter from the United States Government and the State of Missouri.

- Access to Federal Reserve System - must be a member of (or have access to) the Federal Reserve System and have access to all Federal Reserve System services.
- Legal Compliance - must be in compliance with all applicable laws, rules, regulations, and ordinances of the City of St. Louis, the State of Missouri, and the United States.
- Public Deposit Protection Act - must be a Missouri State qualified depository for public funds and must be in compliance with the Missouri Public Deposit Protection Sect.110.010 RsMO with a capital structure sufficient to accommodate the City Court’s cash/investment management daily needs of up to \$50 thousand.

The vendors should also meet the following requirements:

- Location of Banking Office - Should have established offices or local branches within the metropolitan St. Louis City area.
- Experienced Staffing - Agree to assign dedicated staff who are committed, capable and experienced with servicing municipal accounts.

The following is the approximate lockbox payments that the City of St. Louis Municipal Court currently produces:

Lockbox Payments					
Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11
\$328,000.00	\$348,000.00	\$428,000.00	\$438,000.00	\$388,000.00	\$340,000.00
Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
\$354,000.00	\$337,000.00	\$297,000.00	\$320,000.00	\$354,000.00	\$279,000.00

3. Project Overview

To the extent possible, the Municipal Court would like the Bidder to do the following:

- 1) The Bidder shall create a comprehensive statement of work as well as a System Requirements document that shall describe the specific hardware and software that will be required to customize and implement the system;
- 2) The Bidder shall analyze the Municipal Court’s current business process and map those processes to the statement of work and System Requirements referred to above;
- 3) The Bidder shall analyze each report and document currently in place and develop a comparable one within the proposed System as well as work with key staff to develop new ones to meet the needs of the office;

- 4) The Bidder shall develop a project implementation schedule;
- 5) The Bidder shall, in conjunction with the City of St. Louis Information Technology Department, specify all necessary third party hardware and software components. Procurement of third party components shall be made through methods most advantageous to the City.
- 6) The Bidder shall provide training in operation of the System for all personnel.
- 7) The Bidder shall supply consulting services to facilitate the successful accomplishment of the following items:
 - a) Assignment of a project leader for the duration of the project;
 - b) On-site technical support and assistance during all Testing and Go-live activities;
 - c) Coordination of all activities with designated Municipal Court staff members.
- 8) Once the System is implemented, the Bidder shall provide system maintenance on an ongoing basis. This will include ensuring that there is a person available 5 days a week between the hours of 7 AM and 7 PM (CST) to take calls and emails and resolve technical issues that may occur.

4. Proposal Organization Requirements

All submissions must include the following, required items:

- 1) Transmittal letter. The proposal shall consist of a letter of transmittal signed by an individual who is authorized to bind the Bidder contractually. The transmittal letter shall include the name, title, address, telephone and fax numbers of one or more individuals who can respond to requests for additional information.
- 2) Experience – Bidder must have a minimum of five (5) years' experience performing lock box services.
- 3) Bidder's Plan for Performing Services:
 - a) Executive Summary – Should begin with a disclosure of the system's features, including assumptions, methodologies, and conclusions. Recommendations, and costs for the project. This section should be no longer than two (2) pages.
 - b) Company Information – should include firm's name, business address, telephone and fax numbers, email address and /or web address.
 - c) Organizational Specifications
 - i) Contact Information – should include the name, title, address, telephone and fax numbers, and email address of the Vendor's authorized representative. This person shall be empowered to make binding decisions for the Vendor and its Subcontractors (if any).
 - ii) Key Personnel – should include subsections on project management, project teams, resource allocations and resumes of key personnel who will be assigned to this specific project. Respondent should address whether and how much of the service to be provided will be done by persons employed at offices located in the City of St.

Louis (if any). The City of St. Louis will run a background check on all individuals selected to work on this project.

- iii) Support – in addition to the initial installations, implementation, and training the Municipal Court will require telephone support from (at least) 7 AM to 7 PM (CST) on business days. Please fully describe the Bidder’s support services.
- d) Technical Specifications:
 - i) Description of Proposed System and its functions – provide a brief description of the proposed system, its functions, how it meets the City’s requirements, and how it goes beyond those expectations.
 - ii) Tasks – provide a brief outline of key tasks proposed to complete this project. Begin with the Contract effective date and continue through to the final acceptance of the system. Bidder should also note any procedures that are included or excluded which are distinctive to either the Bidder’s business or proposal. The Bidder may emphasize any additional features that its System has which may be of benefit.
 - iii) Equipment – describe the equipment proposed for utilization in this project. All hardware and peripheral devices should be listed with manufacturer name and model number. List the minimum and the maximum desktop specifications as well as any other hardware requirements necessary to optimally run the software being proposed. The Bidder is to include and price any other hardware component (i.e. servers, scanners, hand-helds, etc) needed for this system. All software products should be identified, including the software version and the operating platform on which such software is designed to be used. Relate each piece of equipment and software to the particular tasks the Bidder has identified above.
 - iv) Software Licensing – describe the proposed method of software licensing arrangement.
 - v) Software Source Code – The Municipal Court would prefer ownership and full documentation of the software source code for the software that is customized to its business practices. Discuss the proposed ownership of the software source code. Enumerate any costs associated with the ownership of the source code.
 - vi) Schedule – prepare a detailed schedule that outlines the tasks the Bidder has identified above. Also include reporting points, incremental delivery dates, and other milestones.
- 4) Support Needs – discuss what type of support the bidder anticipates needing from the Municipal Court and when such needs will arise, including Municipal Court staffing for this project.
- 5) Training Specifications – provide detailed syllabi for all training courses, either standardized or customized, offered for the proposed system. Syllabi, at a minimum, must include a summary of skills covered by the class, a topical outline, and the proposed length of each class. Syllabi must be revised to include any updates to system during contractual period.
- 6) Cost Proposal – Bidders should submit their cost proposal in two separate sections:
 - a) Initial Implementation (including separate costs for hardware, software, implementation, and training).
 - b) Ongoing Annual Maintenance and what it includes.

- 7) Lockbox:
- a) Utilizing the Form attached as Appendix A, please indicate the vendor's costs with respect to base unit price, monthly price and extension.
 - i. If a service requirement or section of the proposal cannot be met by a proposer, then "No Proposal" should be indicated on the form. An alternative equivalent service may be offered.
 - b) Cash Receipts: The City requires an ASCII text file with the ability to interface with Regional Justice Information Systems (REJIS). Payment information is to be remitted to REJIS on a daily basis by 7 p.m. CST.
 - c) The City desires the technical specifications document for the system's Optical Character Recognition (OCR) including coupon design requirements, OCR scan line printing, Mark Detection, envelope specifications and construction, and any other requirements.
 - d) The City requires the use of a web based system to access lockbox deposits, check/stub(s) remittance advice and correspondence images which can be viewed on line and printed via the browser. The City requires the ability to review exception items and make same day decisions through this system.
 - e) Provide a description of the following key items:
 - i. Time and frequency of pickups
 - ii. Turn-around processing time
 - iii. Deposit deadlines
 - iv. Ability to provide images of remittance documents and checks via web and/or CD ROM
 - v. Acceptance criteria for payments
 - vi. Rejection criteria for payments
 - vii. Method and time of data transmissions
 - viii. Location of post office box
 - ix. Location of lockbox office
 - x. Ability for the City to determine appropriate batch size and batch numbering system
 - xi. Treatment of exceptions (non-standard) items
 - xii. Ability to handle payments containing multiple remittance advices
 - xiii. Technical specifications for data transmission, including backup plans
 - xiv. Error tolerance of lockbox personnel and subcontractors
 - xv. Bonding requirements of lockbox personnel and subcontractors
 - xvi. Foreign checks. Foreign checks with U.S. Dollar totals will be replaced with a substitute document, and the customer account will be credited for the amount with their daily processing. Foreign checks NOT in U.S. Dollars are processed through the International Department. Customer accounts are credited on a delayed basis.
 - xvii. Payments containing correspondence written on the coupon or separate media will be processed but will not be batched separately.
 - xviii. Envelopes: Envelope Processing at Extraction
 - f) Describe how inquiries requiring research and adjustments are handled by the institution. Are there established turn-around times for research and adjustment items? If yes, specify.
 - g) Security/Protection Measures: What security features are in place to minimize the risk of unauthorized transactions?
 - h) Service Enhancements: Describe any enhancements, technological or otherwise, that we should consider to improve operational or cash management efficiencies.
 - i) Discuss your use of the internet in providing services to your municipal/business customers.

- j) Provide information on how your institution plans to keep your product line competitive. Describe what approach you are taking in the development of new services.
 - k) Disaster recovery:
 - i. Describe your institution's formal disaster recovery plan.
 - ii. How quickly will back-up facilities be activated?
 - iii. Describe your institution's operating capabilities to assist the City in the event of a disaster or declared emergency.
 - l) Implementation Plan: Describe the implementation plan you would coordinate with the City, including timetable for a July 1, 2013 implementation. Include training provided to our staff for the operation and use of systems associated with your payment processing.
 - m) List the address and hours of operation at your lock box office.
 - n) Discuss any special conditions, other fees, other services, or deviations from the requested scope.
 - o) Discuss any creative pricing or payment options the vendor can provide. The City welcomes and desires description of any alternate approaches to the requested services where feasible or additional services offered or recommended (not marketing information), which may not be specifically requested but of benefit to the City.
- 8) Credit/Debit Card Processing: Describe your ability to provide an electronic system to accommodate credit/debit card authorizations and processing. Credit Card machine needs to be closed daily, with the ability to generate reports for daily transactions and monthly reconciliations.
 - 9) Reporting and Money Transfer: Describe the system(s) available to access account transactions and balances, perform electronic money transfer (ACH and Wire), perform operations such as stop payments on checks. Include specifications for automated service hardware and software capability proposed as well as data download/file transfer formats for internet services proposed. Also specify the costs related to such internet services.
 - 10) Statement of Financial Conditions – the Municipal Court will select a Bidder that can demonstrate a history of financial stability. Because of the project's critical nature, the Municipal Court is particularly sensitive to the Bidder's ability to meet the financial terms and conditions of the RFP. As such, the Bidder and any subcontractors must submit complete audited financial statements for the last three fiscal years prepared in accordance with generally accepted accounting principles. If the Bidder is required to file annual reports on form 10K with the Securities and Exchange Commission, those reports (including any referenced exhibits) should be submitted for the same time period.
 - 11) Vendor References – At least three (3) local government references must be provided, which must include the contact name, address and telephone number. The references must be similar in size/nature/functions to the St. Louis Municipal Court, must indicate how long the reference has been using the vendor's products, and must list the number of users.
 - 12) State of Missouri Certificate of Good Standing - Bidder and all proposed subcontractors must be qualified to do business in the State of Missouri at the time of execution of the Agreement and shall submit a current Certificate of Good Standing with the Missouri Secretary of State, if applicable. The Bidder and all proposed subcontractors must also submit proof of registration with the Missouri Secretary of State.
 - 13) Signed Original Appendix C titled "Bids for Lockbox Services".
 - 14) Completed M/WBE Contractor's Good Faith Efforts form (Appendix D).
 - 15) Completed M/WBE Utilizations forms (Appendix D).

- 16) Living Wage Acknowledgement & Acceptance Declaration form (Appendix D).
- 17) Missouri Unauthorized Aliens Law Acknowledgement & Acceptance Declaration form and Affidavit (Appendix D).
- 18) Signed Authorized Submission form (Appendix D).
- 19) Completed City of St. Louis Civil Rights Enforcement Agency (“CREA”) forms (Appendix D).
- 20) Proposal to Bond form (Appendix D).

5. Timetable for Submission and Selection

SUBMISSION DEADLINE AND LOCATION:

Proposals must arrive by mail **no later than 3:00 PM CDT on May 17, 2013**. No proposal will be accepted after this time, unless such submission deadline is formally extended, and any packages arriving after that time will be returned unopened to the sender.

One signed original, six (6) copies, and one electronic file in PDF format are required. Email a single electronic file to ruggeri-reac@stlouis-mo.gov and paper original and copies shall be addressed and returned in sealed envelope to:

Cathy Ruggeri-Rea
City of St. Louis Municipal Court
1520 Market Street, Suite 1120
Saint Louis, MO 63103-2636

The proposal package must be clearly marked as follows: **PROPOSAL FOR LOCKBOX SERVICES FOR CITY OF ST. LOUIS MUNICIPAL COURT.**

PRE-SELECTION QUESTIONS AND ANSWERS

Potential respondents can ask questions relevant to this RFP via email only.

Direct any questions to Catherine Ruggeri-Rea at the following email address: ruggeri-reac@stlouiscity.com. All questions received shall be answered, summarized and forwarded to the designated email address of each vendor provided with copies of this RFP. The City of St. Louis Municipal Court will maintain a list of all entities requesting copies of the RFP and shall ensure that copies of all questions and responses thereto shall be made available to each entity on such list. **Questions must be submitted no later than April 30, 2013 by 3:00 p.m.** Contact with selection committee members, other than the aforementioned designated contact person, is strictly prohibited.

REVIEW AND SELECTION SCHEDULE:

Following the submission due date, a selection committee will review the proposals. The evaluation Selection Committee will be composed of representatives of the City of St. Louis Municipal Court, the Mayor’s Office, the Comptroller’s Office, and the Aldermanic President’s Office. The guidelines for the selection process are in accordance with Ordinance No. 64102 and the Rules and Procedures established by the Board of Public Service. A tentative award will

be made to the highest ranked respondent, subject to successful negotiation of a contract for the product and services. The City reserves the right to negotiate any aspect of any proposal whatsoever.

The schedule for this RFP, including submission dates, is below:

- RFP posted to stlouis.missouri.org 04/17/2013
- Latest date to submit questions 04/30/2013
- Responses to questions 05/08/2013
- Submissions due 05/17/2013 3 PM CDT

6. Evaluation

The following factors will be used to evaluate submitted information packages:

Factor (The numbers in parenthesis below correlate to the required items above)	Weight
Mandatory system requirements and compatibility of lockbox services with the St. Louis Municipal City Court technical environment	15%
Ability and capacity of lockbox provider to perform the services required in the public sector	12.5%
Installation, implementation, and training plan and ability to meet implementation timeline of 7/1/2013	12.5%
Quality of References	10%
Overall cost of lockbox services and optional products	15%
Specialized experience, qualification and technical competence of the company, its principals, project manager and key staff	10%
Ability of the firm to provide innovative solutions	3%
M/WBE participation	10%
Ability of the firm to meet statutory or ordinance requirements	10%
Other relevant criteria as may be developed by the Selection Committee	2%

The Selection Committee reserves the right to alter the weight of any criterion, to add additional criteria, and to eliminate criteria from the evaluation process in the Selection Committee’s sole discretion. Further, the City reserves the right to waive irregularities in the submission process.

7. General City of St. Louis Requirements

Taxes and Business License

All respondents must either (a) possess a current City of St. Louis business license and include a copy of such license in the response; or (b) state such respondent's willingness to obtain such license and register for and pay all applicable City and Missouri taxes. No contract will be awarded and no payments under this contract will be made unless the vendor is in possession of a City business license and is current and not delinquent with the taxes due the Collector of Revenue and License Collector.

You are hereby notified that should your firm become the successful bidder, payment will be withheld pending tax clearance from the License Collector and the Collector of Revenue. Your company must maintain compliance with both agencies throughout the term of the contract.

To be placed on the current tax rolls or for an application for a business license, contact the following City of St. Louis offices:

License Collector's Office (314) 622-4528 for business license applications

Collector of Revenue's Office (314) 622-4029 to be placed on the tax rolls

8. Reservations / Stipulations

Respondent acknowledges and accepts the following as conditions of proposal submission:

1. The City reserves the right to cancel this RFP at any time and/or reject any or all proposals for any reason, in its sole and unfettered discretion; to void this RFP and the review process and/or terminate negotiations at any time; to revise any conditions and stipulations contained herein, as convenient or necessary; to further negotiate financial and other arrangements; to establish further criteria for selection; to ask respondent to submit additional information with respect to any aspect of respondent's submission whatsoever; to waive any informalities and/or irregularities in the submission of proposal and in the proposal process; and to negotiate with respondent as to any aspect of respondent's proposal whatsoever.
2. By accepting this RFP and/or submitting a proposal in response thereto, respondent agrees for itself, its successors and assigns, to release, indemnify, and hold the City of St. Louis and all of their various agents, commissioners, directors, consultants, attorneys, officers and employees harmless from and against any and all claims and demands of whatever nature or type, which any such respondent, its representatives, agents, contractors, successors or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final

recommendation, selecting a contractor and/or negotiating or executing an agreement incorporating the commitments of the selected contractor.

3. Respondent shall carefully examine this RFP and shall make all necessary investigations to fully inform themselves as to the local conditions and requirements under which work is to be performed. Respondent shall familiarize themselves with all applicable federal, state, and local statutes, regulations, ordinances relating to the conduct of work pursuant to this RFP, and shall comply with all applicable federal, state, and local laws, ordinances, and rules and regulations. No pleas of ignorance of conditions, statutes or ordinances will be accepted as an excuse for any failure or omission on the part of the respondent to fulfill every requirement of the RFP and to perform as described in such respondent's proposal.
4. No proposal received after the specified date and time will be considered, unless the specified date and time included in this document is extended or all proposals are rejected and a subsequent RFP is issued.
5. All permits or licenses required by all applicable federal, state, local governments for conduct of work and provision of products pursuant to this RFP shall be obtained and paid for by the respondent.
6. By submitting a response to this RFP, respondent acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.
7. By submitting a response to this RFP, respondent acknowledges and agrees that the City has the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's proposal, and authorizes the release to the City and/or City personnel and/or consultants of any and all information sought in such inquiry or investigation.
9. Any misrepresentations or false statements contained in a response to this RFP, whether intentional or unintentional, shall be sufficient grounds for the City to remove respondents from competition for selection at any time.
10. By submitting a response to this RFP, respondent commits that, if selected, respondent is willing and able to carry out the work proposed in accordance with the schedule proposed and as described in respondent's proposal.
11. By submitting a response to this RFP, respondent acknowledges that:
 - a. This RFP is not a contract or a commitment of any kind by the City of St. Louis and does not oblige the City of St. Louis to award a contract or to pay any cost incurred in the submission of a response. The City of St. Louis reserves the right to accept or reject in whole or in part, submittals received in response to this request, to negotiate with any

qualified source, to request and receive additional information with respect to the respondent and/or respondent's proposal, or to cancel in whole or in part this RFP. Failure to provide any of the requested data within the specified submission period may cause the City of St. Louis to reject the submittal or require the data to be submitted forthwith.

- b. All submitted materials will become the property of the City of St. Louis, may become public documents at any time during the selection process, and will become public documents at the conclusion of the selection process. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law.
 - c. The qualifications of each corporate and individual member of the respondent team are important criteria in the selection process. The selected respondent will not be allowed to substitute any member of the respondent team without prior approval by the City of St. Louis. The City of St. Louis, in its sole discretion, reserves the right to accept or reject proposed changes to the respondent team and/or to negotiate the composition of respondent teams. The City of St. Louis is not requiring respondent team members to form exclusive relationships with any one respondent for purposes of responding to this RFP. Team members may participate in multiple team submittals.
 - d. By submitting a response to the RFP, respondent expressly waives any and all rights that it may have to object to, protest or judicially challenge the following:
 - i. Any part of this solicitation and RFP process, including but not limited to the selection procedure sections of the RFP; and
 - ii. The invitation, evaluation and award process, including but not limited to the review and analysis of qualifications of the respondents, evaluation of proposals, tentative or final selection of successful respondents, evaluation of proposals, or other aspects of the respondent selection and award.
12. A respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City will not merge, collate or assemble proposal materials.
13. Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The respondent must submit a written withdrawal request signed by the respondent's duly authorized representative(s) addressed to the City.
14. In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. There are no designated dates for release of addenda.

Therefore, interested respondents should check the City website on a daily basis from time of RFP issuance through RFP deadline date. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this RFP.

15. Any cost incurred by the respondent in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP, including oral presentation and demonstration if required, shall be borne solely by the respondent.
16. The City of St. Louis and the City's auditors and accountants shall be afforded access during the term of any contract adopted pursuant to this RFP, and for five (5) years following termination, to all of the company's books and records without limitation whatsoever for the purpose of conducting audits. All books and records shall be open to inspection and/or reproduction to the extent necessary to adequately permit evaluation and verification of the company's full compliance with contract documents. In those situations where the company'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.
17. This RFP in no manner obligates the City to the eventual purchase of services offered until confirmed by an executed written Contract approved by the City. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of the Contract.
18. This RFP, and any contract or agreement with respondents that may result, shall be governed by the laws of the State of Missouri.
19. In connection with the contract resulting from this RFP, the firm agrees that in performing any services resulting from this RFP, neither he/she nor anyone under his/her control will permit discrimination against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry or origin.
20. Respondents will be expected to comply with the City's Living Wage Ordinance No. 65597, and are encouraged to review this ordinance prior to making their submissions. The Contractor shall make a good faith effort to maximize utilization of women and minority-owned businesses (W/MBE) in all of its activities under this Contract and shall comply with the Mayor's Executive Order No. 28, as amended, or any subsequent order, ordinances, or any City Rules and/or Regulations with respect to W/MBE participation. Contractor shall complete the attached W/MBE Utilization Plan forms (Appendix D) and Good Faith Efforts form (Appendix D).

21. In connection with the furnishing of goods and services under any contract resulting from this RFP, the firm shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
22. As a condition for the award of this contract, Contractor, shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2000, as amended, via the attached Acknowledgement and Acceptance Declaration (Appendix D), affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Contractor shall also sign the attached affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement (Appendix D).
23. Any contract or agreement that results from this RFP is subject to annual appropriation by the City. Any contract or agreement that results from this RFP is voidable at any time by the City if appropriation by the City for the services under the contract or agreement is not made.
24. The Selection Committee reserves the right to interview, or call for a presentation from, any respondent submitting a proposal, as well as form additional evaluation criteria for the presentations. The Selection Committee also reserves the right to discuss the proposals with any or all respondents. Nothing in this RFP is intended to be, nor should anything herein be construed as, an offer of engagement. A selection or designation of a successful respondent shall not be construed as an offer of engagement until and unless a contract is fully negotiated. For the contract to take effect, all applicable parties with the authority to bind the respective entity must sign the agreement.

9. Performance & Payment Bond

1. At the time of executing of the Agreement, the Contractor shall immediately execute a Performance Bond and a Payment Bond each in the amount of five percent (5%) of the proposal with surety satisfactory to the City conditioned on the full and faithful performance of all terms, covenants, and conditions of the Agreement to be executed. Affirmation by the Surety Company to execute the Performance Bond and the Payment Bond must be executed by Attorney-In-Fact for the surety company before a Notary Public licensed by the State of Missouri. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.
2. A copy of the Performance Bond and the Payment Bond, in a form acceptable to

the City, shall be given to the Municipal Court Representative for approval before the work of the Agreement begins.

3. Bidder shall submit along with the Bidder's Bid, a completed "Proposal To Bond Form" executed by the Bidder's Surety Company or a Proposal To Bond on the Surety Company's stationary. (See Bidder's Checklist Item 2 and the attached "Proposal to Bond Form".)

10. Term

The term of the Agreement shall be for three (3) years beginning on the Commencement Date specified below and ending thirty-six (36) months thereafter unless terminated or cancelled. The Agreement is expressly subject to, and shall not become effective or binding on the City until, fully executed by all signatories of the City. The commencement and expiration dates shall be as follows:

"Commencement Date": July 1, 2013 "Expiration Date": June 30, 2016

11. Payments

1. Nothing in the Agreement shall be construed or interpreted to create a debt, liability, or obligation of any kind whatsoever on the City to order or request any particular amount of work or services.
2. The Contractor represents, covenants, warrants and agrees to submit monthly itemized invoices for the services and work performed pursuant to the Agreement in a timely manner and as provided for in the Agreement. The Contractor hereby acknowledges and agrees that the City shall not be required or obligated to pay any invoice submitted to the City by the Contractor more than six (6) months after the expiration or earlier termination of the Agreement and/or be responsible for any costs or expenses incurred by the Contractor for services or work performed pursuant to the Agreement for which invoices have not been submitted to the City for payment within six (6) months of the expiration or earlier termination of the Agreement.
3. The total Contract Not-To Exceed Amount of the Agreement is \$_____.

12. Claims

1. The Contractor shall indemnify and save harmless the City, its officers, employees, and agents from all suits or actions brought against the City, its officers, employees or agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the Contractor, his employees, representative, or agents, in the performance of the work herein specified, or in consequence of any negligence in guarding the same, or any defective materials or equipment used, or by or on account of any act or omission of the said Contractor.
2. The Contractor shall save harmless the City, its officers, employees, representatives, and agents from the payment of any and all claims or demands arising out of any infringement, alleged infringement, or use of any patent or patented device, article, system, arrangement, material or process used by the Contractor or its officers, employees, representative, or agent in the execution of the Agreement.

**CITY OF ST. LOUIS
MUNICIPAL COURT**

APPENDIX A

Item	Unit Price	Estimated Monthly Volume	Monthly Cost	Explanation
Processing				
Monthly Account Maintenance				
Processed Item				
Multiple Payment Surcharge				
Check Only Account Number Key Surcharge				
Deposit Processing				
Cash Payment Received				
Returned Item Maintenance				
Additional Processing				
Manual/Express Mail				
Sort				
Coupon Only Item				
Photocopy				
Online Exception Review				
Online Exception Monthly				
Online Exception Item				
Online Exception User				
Image Delivery Services				
Image Monthly Maintenance				
Image Web Item				
Image Full-Page Item				
Image CD-ROM				
Image CD-ROM Item				
Reporting				
Transmissions				
Custom Report Monthly				
Other				
Lockbox Changes				
Package Preparation				
US Mail per item				
Research Request				
Annual P.O. Box Rental				
Training For City Staff				
Initial Fees				
Lockbox Setup Fee				
Image Setup Fee				
Courier Fees				
Daily Courier Service				
Third Party Courier Service				
Photocopy				
Per Item Photocopy Charge				

**CITY OF ST. LOUIS
MUNICIPAL COURT**

APPENDIX B

1. AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION

- A. Contractor agrees during performance under the Agreement, that discrimination will not be permitted against any employee, worker, or applicant for employment because of race, creed, color, religion, national ancestry or origin.
- B. Contractor agrees during performance under the Agreement, that all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, national origin or ancestry.
- C. Contractor agrees during performance under the Agreement, that should it be determined by the Contractor or City that Contractor will be unable to conform to the approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, will notify the Fair Employment Division of the St., Louis Council on Human Relations within ten days as to the steps to be taken by the Contractor to achieve the provisions of this program.
- D. Contractor will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- E. In the event of the Contractor's non-compliance with the nondiscrimination clauses of the Agreement, or to furnish information or permit records and accounts to be inspected, within twenty days from the date requested, the Agreement may be canceled, terminated, or suspended in whole or part and Contractor may be declared ineligible for further City contracts for a period of one year, by the option of the City; provided further in the event the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Contractor shall have no claim for any damages against the City.
- F. Contractor further agrees that these clauses (A through E) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Contractor in all contracts or agreements entered into with suppliers of materials or services, contractors and

subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with the Agreement.

- G. Whenever the Contractor is sued or threatened with litigation by a subcontractor vendor, individual, group or association, as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, such contractor shall notify the City Counselor in writing of such suit or threatened suit within ten days.
- H. The Contractor must submit evidence from the City's Civil Rights Enforcement Agency (**CREA**) stating that Contractor has complied with the City's requirements for an affirmative action program as required by the Mayor's Executive Order on Equal Opportunity in Employment. Both CREA Forms attached hereto and incorporated herein must be completed and included with the Bid.

2. **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE MBE/WBE PARTICIPATION**

A. Definitions:

As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise" or "WBE" are defined as follows:

1. **"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 or which is owned by one or more individuals who are minorities; and whose management and daily business operations are controlled by one or more individuals who are Asian American, Black American, Hispanic American or Native American; and located in the Metropolitan St. Louis Area.
2. **"Women Business Enterprise" or "WBE"** means a small business concern as defined in the Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a woman or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more individuals who are women; and located in the Metropolitan St. Louis Area.

B. Policy:

It is the policy of the City of St. Louis Airport Authority to ensure the 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 subrecipients through the competitive bidding process. The provisions 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.

C. Goal:

A goal of 25 % MBE and 5 % WBE utilization has been established in connection with the Agreement. This goal is based on the original Agreement amount and remains in effect throughout the term of the Agreement. If an award of the Agreement is made and the MBE/WBE participation is less than the Agreement goal, the Contractor shall continue good faith efforts throughout the term of the Agreement to increase MBE/WBE participation and to meet the Agreement goal. **Please note: Contractors which have been certified as either an MBE or WBE are still required to fill both goals. In addition, Contractors which have been certified as an MBE and a WBE can only be used to fulfill either the MBE goal or the WBE goal, not both goals.**

D. Obligation:

1. The Contractor agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis Airport Authority provided under the 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 the City of St. Louis Municipal Court.
2. A current Directory of M/W/DBE certified firms is available online at <http://www.mwdbe.org> under the Business Profile Directory link. A paper copy of the Directory may be requested at the Airport DBE Programs Office, Lambert – St. Louis International Airport®, P.O. Box 10212, St. Louis, Missouri 63145 or by calling (314) 426-8111.

E. 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 the Agreement.

F. Counting MBE/WBE Participation Toward Goals:

MBE/WBE participation towards the attainment of the goal will be credited on the basis of the total subcontract prices agreed to between the Contractor and subcontractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan. ***Firms must be certified prior to the bid opening in order to be used to fulfill the participation goals.***

G. 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 MBEs/WBEs during the term of the Agreement.

H. Substitution of MBE/WBE Firms After Award:

1. 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.
2. Substitutions of MBE/WBE must be approved in writing by the Director. (See Appendix B, Section 3.B.) Substitutions of MBE/WBE will be allowed only when the MBE/WBE has failed to perform due to a default (material breach) of its subcontract or agreement. Contractor understands, warrants, and agrees that it shall not cancel or terminate its agreement with the MBE/WBE without cause and shall timely forward supporting documentation substantiating the cause of the default or termination to the Director for review.

I. Good Faith Efforts:

When the M/WBE goals cannot be met, the bidder shall document and submit justification utilizing the Contractor's Good Faith Efforts Report form and provide a statement as to why the goals could not be met. The quality and intensity of the contractor's good faith efforts will be evaluated by the City. The contractor must demonstrate the good faith efforts taken to meet the M/WBE goals, including but not limited to the following:

1. Efforts made to select portions of the work proposed to be performed by M/WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE participation. Selection of portions of work are required to at least equal the goal for M/WBE utilization specified in the contract.
2. Written notification at least (14) calendar days prior to the opening of bids, soliciting individual M/WBEs interested in participation in the contract as a subcontractor, regular dealer, manufacturer, consultant, or service agency and for what specific items or type of work.
3. Written notification to disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of M/WBEs, of the type of work, supplies, or services being considered for M/WBEs on this contract.
4. Efforts made to negotiate with M/WBEs for specific items of work including evidence on:
 - a. The names, addresses, telephone numbers of M/WBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the M/WBEs to determine with certainty whether the M/WBE is interested. Personal or phone contacts are expected.
 - b. A description of the information provided the M/WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
 - c. A statement of why additional agreements with M/WBEs were not reached, and
 - d. Documentation of each M/WBE contacted but rejected and the reasons for the rejection.

5. Absence of any agreements between the contractor and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other bidders.
6. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
7. Documentation that qualified M/WBEs are not available, or not interested.
8. Attendance at any meeting scheduled by the user department, or the SLDC to encourage better contractor-subcontractor relationships, forthcoming M/WBE utilization opportunities (i.e. pre-bid, workshops, seminars), etc.
9. Advertisement, in general circulation media, trade association publications, disadvantaged-focused media, of interest in utilizing M/WBEs and area of interest.
9. Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of M/WBEs.
11. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.
 - a. M/WBE unable to provide performance and/or payment bonds.
 - b. Rejection of reasonable bid based on price.
 - c. M/WBE would not agree to perform items of work at the unit bid price.
 - d. Union versus nonunion status.
 - e. Contractor normally would perform all or most of the work of the contract.
 - f. Solicitation by mail only.

g. Restricting to only those general group of items which may be listed in proposal under such headings "Items Sub contractible to M/WBE firms".

12. The demonstration of good faith efforts by the contractor must, in the end, prove the contractor had actively and aggressively sought out M/WBEs to participate in the project.

13. The information provided will be evaluated to determine if the low bidder is responsive. All the information provided must be accurate and complete in every detail. The apparent low bidder's attainment of the M/WBE goal or demonstration of good faith effort will assist in determining the award of the contract.

J. 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 or to demonstrate that good faith efforts have been made to attain the MBE/WBE goal. The information to be furnished shall consist of:

1. The names and addresses of the MBE/WBE firms to be used on contract.
2. A list of bid items of work to be performed by the MBE/WBE.
3. The dollar value of the 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.

K. Record Keeping Requirements:

The Contractor shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City of St. Louis Airport Authority to determine compliance with the MBE/WBE contract obligations. The City of St. Louis Airport Authority reserves the right to investigate, monitor and/or review actions, statements, and documents submitted by any contractor, subcontractor, or MBE/WBE.

L. Reporting Requirement:

The Contractor shall submit quarterly reports on MBE/WBE involvement to the City of St. Louis Airport Authority DBE Office. Actual payments to MBEs/WBEs

will be verified. These reports will be required until all MBE/WBE subcontracting activity is complete or the MBE/WBE goal has been achieved.

M. Applicability Of Provisions To MBE/WBE Contractors:

These provisions are applicable to all contractors including MBE/WBE contractors. If the MBE/WBE contractor intends to sublet any portion of the Agreement, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

3. RIGHT TO AUDIT CLAUSE

- A. The Contractor's "records" shall be open to inspection and subject to audit and/or reproduction during normal working hours and kept within the greater St. Louis metropolitan area. A City representative may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of the Agreement, and for a period of three years after the early termination or the expiration of the Agreement or longer if required by law.
- B. The Contractor's "**records**" as referred to in the Agreement shall include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, communities, arrangements, notes, daily diaries superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Agreement. Such records subject to audit shall also include, but not limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Agreement. Such records shall include (hard copy, as well as computer readable data if reasonably available), written policies and procedures; time sheets; payroll registers; cancelled checks; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the City in connection with the Contractor's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation of:

1. Contractor's compliance with the terms, covenants, and conditions of the Agreement or the performance of the services contemplated herein; or
2. Compliance with provisions for pricing, change orders, invoices or claims submitted by the Contractor or any of its payees or subcontractors, if any.

4. **LIVING WAGE**

- A. Living Wage Requirements: Bidders are hereby advised that the City's Living Wage Ordinance 65597 ("**Ordinance**") and associated "**Regulations**" apply to the service for which bids are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the successful Bidder and the City must be paid a minimum of the applicable Living Wage rates set forth in the attached Living Wage Bulletin (see **Exhibit A**) attached and incorporated herein), and, if the rates are adjusted during the term of the Agreement pursuant to the Ordinance, applicable rates after such adjustment is made. Each Bidder must submit the attached "Living Wage Acknowledgment and Acceptance Declaration" with its Bid. Failure to submit this declaration with the bid will result in rejection of the bid. A successful bidder'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.
- B. Living Wage Compliance Provisions: The Agreement to be awarded under the SFB is subject to the St. Louis Living Wage Ordinance Number 65597 ("**Ordinance**") and the "**Regulations**" associated therewith as may be amended from time to time, which are incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Contractor hereby warrants, represents, stipulates, and 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 the Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (See **Exhibit A**), attached and incorporated herein). 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 Living Wage Bulletin at the time the Living Wage 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 Agreement.
4. Subcontractors – 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 – Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to the Agreement 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 may result in penalties specified in the Ordinance and/or Regulations, which penalties may include, without limitation, suspension or termination of the Agreement, forfeiture and/or repayment of City funds, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.

**CITY OF ST. LOUIS
MUNICIPAL COURT**

APPENDIX "C"

**BIDS FOR
LOCKBOX SERVICES**

The Undersigned, _____, acting on behalf of _____, the Contractor, understands all the requirements of the work set out in APPENDIX "A," the requirements set out in APPENDIX "B" and agrees to perform the work contemplated herein for the following amounts subject to and in accordance with the terms, covenants, conditions, and provisions of the Agreement.

The amount to be paid to the Contractor shall be determined at the signing of the contract. The charges or rates shall include all labor, personnel, supervision, supplies, and materials required to properly install the Lockbox Services contemplated herein as ordered and directed by the City and in accordance with the provisions of the Agreement.

Signature

Address

Title

City, State, Zip

Contractor

Telephone Number

Federal I.D. #

BIDDER'S CHECKLIST
(Required Submittals)

1. _____ **Signed Original Bid Form**
2. _____ **Proposal To Bond Form**
3. _____ **Completed CREA Forms**
4. _____ **Completed M/WBE Utilization Forms**
5. _____ **Completed M/WBE Contractor's Good Faith Efforts Form**
6. _____ **List of References**
7. _____ **Financial Statements**
8. _____ **Synopsis of Bidder's experience on similar projects**
9. _____ **State of Missouri Certificate of Good Standing**
10. _____ **Signed Authorized Submission Form**
11. _____ **Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration**
12. _____ **Living Wage Acknowledgement & Acceptance**

****Please Note: Failure to provide any of the above items may result in non-acceptance of the Bidders bid package.**

APPENDIX D: BID FORMS

MBE/WBE UTILIZATION PLAN

**CITY OF ST. LOUIS
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE UTILIZATION PLAN**

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

The Contractor shall utilize and require all subcontractors to utilize the maximum number of **certified** minority and women owned business enterprises (MBE/WBEs) possible and will purchase materials and supplies from minority and women owned business enterprises to the maximum extent feasible, and to this end, the Contractor will inform each subcontractor of this requirement.

The Contractor shall utilize the services and/or supplies to be provided by the following **certified** minority and women owned business enterprises in the execution of this contract.

NOTE: Firms must be certified prior to bid opening, in order to count towards the City's MBE/WBE goals.

FIRM NAME	CERTIFYING	BID ITEM(S) OF WORK	BID
ADDRESS	AGENCY	TO BE PERFORMED/	AMOUNT
PHONE NUMBER	CERT. DATA	MATERIALS SUPPLIED	
CONTACT PERSON	CATEGORY		
FEDERAL ID NO.	CERTIFICATION NO.		
(a)	(b)	(c)	(d)

TOTAL DOLLAR AMOUNT OF CONTRACT: \$ _____
 TOTAL DOLLAR AMOUNT OF MBE SUBCONTRACTS: \$ _____ PERCENT MBE: _____
 TOTAL DOLLAR AMOUNT OF WBE SUBCONTRACTS: \$ _____ PERCENT WBE: _____

NOTE: The dollar amount of subcontracts for materials and supplies, under most circumstances, may only be counted at 20% of the total contract amount.

CONTRACTOR AUTHORIZED SIGNATURE

DATE

MBE/WBE CONTRACTOR'S GOOD FAITH EFFORTS FORMS

**CITY OF ST. LOUIS
 MBE/WBE ENTERPRISE UTILIZATION
 CONTRACTOR'S GOOD FAITH EFFORTS REPORT**

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

In addition to the minority and women owned business enterprises (MBE/WBEs) that are listed and proposed for utilization on this contract, the following MBE/WBEs were also contacted regarding this contract. However, the contractor is unable to utilize these firms for the reason indicated below:

FIRM NAME ADDRESS, PHONE # CONTACT PERSON	BID ITEM(S) SUPPLIES, SERVICES, OR MATERIALS FOR WHICH A BID WAS REQUESTED	BID AMOUNTS	DATE & METHOD OF SOLICITATION	COMMENTS REASON REJECTED

 CONTRACTOR AUTHORIZED SIGNATURE

 DATE

GOOD FAITH EFFORTS DOCUMENTATION

A. Pre-Award Good Faith Efforts

A determination of “good faith efforts” becomes necessary before the award of the contract if the low bidder cannot meet the project M/WBE goals. Good faith efforts should be aggressive and sincere for the specific project and go far beyond the pro forma or simple paperwork exercises. Efforts should include written communication, personal contact, follow-up and earnest negotiations with M/WBEs. Good faith efforts must occur prior to bid opening.

Documentation of a bidder’s good faith efforts should minimally consist of the following:

1. A reasonable number of relevant M/WBEs were contacted.

In order to satisfy the requirement for a “reasonable” number of firms to contact, it is required that the prime contractor contact M/WBE firms listed in the Directory as having an interest in performing the types of work for which bids are being sought. It is expected that all such firms be contacted. The necessity of contacting firms located considerable distances from the work site will depend on such factors as the size of the contract, number of work items, the nature of the work and whether results of previous contacts were satisfactory. Additionally, the contact should be made to allow sufficient time for the M/WBEs to respond in writing if they so desire.

2. The work selected by the bidder for allocation to M/WBEs was chosen in order to increase the likelihood of achieving the City’s M/WBE goals.

Prime contractors must attempt to match the work to be subcontracted to the types of work M/WBE firms are capable of performing. Prime contractors must utilize the Directory for assistance in identifying categories of work for which M/WBE firms are readily available.

3. The bidder negotiated in good faith with the potential M/WBEs by not imposing any conditions which are not imposed on all other subcontractors or by denying benefits ordinarily conferred on subcontractors for the type of work in which bids are solicited.

A prime contractor must not require M/WBE subcontractors to submit bids in a more restricted time frame than is afforded non-M/WBE subcontractors. Additionally, there must be no other “special” requirements or demands placed on an M/WBE firm that are not required of non-M/WBE firms.

4. Services of the City and its supportive services contractors (MOKAN and CAP) were used by the bidders in the effort to reach the contract goal.

If a prime contractor is experiencing difficulty in attaining the contract goal, the SLAA and the City's supportive services contractor must be contacted. They are familiar with certified firms in their area and are aware of what types of work they usually perform. Prime contractors must provide documentation of the fact that the SLAA and the City's supportive services contractor were contacted. The documentation must include the name of the person(s) contacted, the date of contact and the response.

B. Reasons Often Cited For Failing To Meet The City's M/WBE Goals

1. Lack of response to solicitation—When M/WBE firms do not respond to solicitation, it is necessary to provide the City with appropriate documentation such as the names of firms contacted and whether or not follow-up contact was made.
2. Bid price too high—The City does not require a prime contractor to accept an unreasonable bid. A prime contractor may reject an M/WBE bid when it can be clearly demonstrated that no reasonable price can be obtained from an M/WBE firm. A determination of reasonable price is based on such factors as the City's estimate for the specific subcontract item(s), the prime contractor's bid and the bids received from potential subcontractors. An M/WBE bid for a subcontract will be considered reasonable if their bid does not exceed by more than 10%, the average of the City's estimate, the prime contractor's bid and other bids received. For the SLAA to be able to make this analysis, a tabulation or spread sheet of all bids received must be submitted. The SLAA may modify this process in certain situations.
3. The prime contractor is not satisfied with the quality of work or the competency of an M/WBE firm—If a prime contractor feels that a particular firm is unable to perform certain categories of work at an acceptable level, documentation must be supplied. Such documentation will be thoroughly reviewed before any consideration will be given to waive the goal.
4. The project contains too few items to subcontract—It is possible that a project has changed substantially since the time the goal was established by the City. If the prime contractor feels that the project contains too few items which can be subcontracted, the prime contractor must provide a rationale to support this position.

C. Evidence of M/WBEs contacted

The following information must be submitted in order to document initial and follow-up contact:

1. An Initial Bid Solicitation List indicating the names of the firms contacted, date of contact, type of work for which bids were solicited, method of contact, e. g. , letter (specify if regular, express or registered mail), telephone or face-to-face contact, whether or not a response was received and summary of the response. The solicitations shall contain at least the project identification, project location, types of work for which quotations are sought, the date, time and place for which quotations are due, location of plans and specifications, name and telephone number for a contact person with the bidder, etc.
2. Copies of all Contact Letters If the prime contractor contacts M/WBE firms by letter, the letter must clearly encourage participation and specifically define the types of work for which bids are being sought.
3. A Follow-Up Telephone Log Follow-up telephone contact must accompany all types of initial contact. A telephone log must be submitted indicating the individual contacted, date of contact and response.
4. In addition to the required elements which must be shown by the bidder to demonstrate good faith efforts, the bidder may submit any other relevant information which supports the waiver request, including but not limited to the following:
 - a. The bidder attended the City's Pre-Bid Conference scheduled to inform M/WBEs of contracting and subcontracting opportunities.
 1. If a prime contractor is experiencing difficulty in attaining the contract goal, the SLAA and the City's supportive services contractor must be contacted. They are familiar with certified firms in their area and are aware of what types of work they usually perform. Prime contractors must provide documentation of the fact that the SLAA and the City's supportive services contractor were contacted. The documentation must include the name of the person(s) contacted, the date of contact and the response.
 - b. Notice of pre-bid meetings are published in general circulation media. These meetings can be very beneficial to the prime contractor in meeting and finding firms to contact.

- c. That the historical track record of the bidder discloses a meaningful effort on the part of the bidder to achieve the goal of the program on City contracts.
 1. If a prime contractor has a history of consistently meeting the goals and seldom requesting waivers, this type of background may reflect favorably as to the prime contractor's level of efforts to secure participation. However, efforts on the current contract must meet good faith requirements.

D. Post Award Good Faith Efforts

1. Post award "Good Faith" efforts can be defined as efforts taken by the prime contractor to meet the M/WBE goal after the contract has been awarded. Once the Utilization Plan is approved by the SLAA, M/WBE firms cannot be changed or replaced by other M/WBE firms without:
 - a. Good cause (such as M/WBE firm being unable or unwilling to perform), and;
 - b. Prior approval by the SLAA and the Contracting Agency.
2. Even if quantities for pay items which are subcontracted to M/WBE firms are decreased or completely deleted by the City, it is still the prime contractor's responsibility to meet the M/WBE goal. The prime contractor should try to subcontract other work to M/WBE firms to meet the M/WBE goal. All efforts to secure additional M/WBE participation should be documented. On the date the contractor becomes aware that the M/WBE goal may not be met, the amount of contract work left at that point must be carefully reviewed to determine available work which may be subcontracted to M/WBE firms.
3. Efforts to secure additional M/WBE participation must include the following:
 - a. Contact the SLAA for assistance.
 - b. Contact the City's supportive services contractor for assistance.
 - c. Keep a list of firms contacted, date of contact, type of work for which bids were solicited, method of contact (letter, telephone, face-to-face) and responses. If M/WBE firms were not utilized, an explanation and suitable documentation must be provided.

- d. A follow-up telephone log which indicates the firms, date contacted and response received.
- e. Submit additional M/WBE participation and/or documented efforts to the Contracting Agency, Managing Department and the SLAA for approval to proceed.
- f. Please refer to the Pre-Award section on the good faith efforts for more details and explanation regarding good faith efforts.
- g. Since every situation is considered unique, depending on the pertinent facts, each request is evaluated on its own merits.
- h. Simply submitting the documentation in the format specified and following the necessary steps for demonstrating Good Faith Efforts does not guarantee that a waiver will be approved. The SLAA must be convinced that the contractor exercised diligence in seeking firms for subcontracting in order to meet the contract goal.
- i. No changes to a contractor's approved M/WBE Utilization Plan may be made without prior approval from the SLAA, the Managing Department and the Contracting Agency.

CREA FORMS

CITY OF ST. LOUIS

**CIVIL RIGHTS ENFORCEMENT AGENCY
1114 Market, Suite 626 * ST. LOUIS, MISSOURI 63101 * (314) 622-3301**

CONTRACTOR'S COMPLIANCE REPORT

I. FIRM DESCRIPTION

Firm Name _____
 And _____
 Address _____
 Phone No. _____
 Chief Executive Officer _____
 Title _____
 Letting No. _____ FOR _____

Evaluation (Leave Blank)	
<input type="checkbox"/>	Compliance _____
<input type="checkbox"/>	Non-Compliance _____
<input type="checkbox"/>	Suggested Follow Up: _____
<input type="checkbox"/>	Referral: _____

II. POLICIES AND PRACTICES

- A. Is it this company's policy to recruit, hire, train, upgrade, promote, and discipline persons Without regards to race, sex, color, age, religion, or national origin?
- B. To whom has responsibility been assigned to develop procedures which will assure that this policy is understood and carried out by managerial, administrative, and supervisory personnel?
 Name _____ Position _____
- C. Has this company notified all recruitment sources that all qualified applicants will be considered for employment without regard to race, sex, color, age, religion, or national origin?
- D. When advertising is used does it specify that all qualified applicants will be considered for employment without regard to race, sex, color, age, religion, or national origin?
- E. Does this company have bargaining agreements with employee organizations?
- F. If yes, have such organizations been notified of the company's responsibility to comply with the non-discrimination clause as it applies to apprentices and all other employees?
- G. Has the company notified all of its subcontractors of their obligation to comply with the non-discrimination clauses?

YES	NO

H. Identity of Employee Organizations

International Union

Local Number

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, sex, color, age, religion, or national origin?

CIVIL RIGHTS ENFORCEMENT AGENCY
1114 Market, Suite 626* ST. LOUIS, MISSOURI 63101 * (314) 622-3301

COMPLIANCE EVALUATION FORM
FOR
GENERAL AND SUB-CONTRACTORS

Firm Name _____

Address _____ Zip Code _____ Phone _____

Name and Title of Person completing this form:

Contract No: _____ For: _____

1. Identify employee organizations which will be utilized in performance of captioned contract. If labor organization, give name of International Union and Local Number:

INTERNATIONAL UNION

LOCAL NUMBER

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Estimated number of persons to be used in performing this contract. Breakdown by labor of craft category (refer to Question #1 above) and minority group designation:

LABOR CATEGORY

TOTAL

MINORITY

(Black, Asian, Native, Hispanic)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Compliance Evaluation Form for General and Sub contractors

3. Indicate date work will commence on contract, anticipated duration of project, and estimated completion date.

4. Person a representative should contact when conducting a job site survey:

5. List total number of employees hired in the last six (6) months by job category and minority group status.

JOB CATEGORY	TOTAL	MINORITY	NUMBER OF THESE MINORITY
		(Black, Asian, Native, Hispanic)	HIRES RETAINED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Date: _____

Company Representative

OCCUPATIONS	MALE EMPLOYEES					FEMALE EMPLOYEES					TOTAL ALL EMPLOYEE S
	TOTAL MALES	MINORITY GROUPS				TOTAL FEMAL E	MINORITY GROUPS				
		BLACK	ASIAN AMERICAN	NATIVE AMERICA N	HISPANI C		BLAC K	ASIAN AMERICA N	NATIVE AMERICA N	HISPANI C	
Officials & Managers											
Professionals											
Technicians											
Sales Workers											
Office & Clerical											
Craftsmen (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service Workers											
TOTAL											
Total Employment From previous report (if any)											

Figures for the following classification shall be included in appropriate category above: shall also be included in appropriate category above:

APPRENTICES											
Registered											
Unregistered											
TRAINEES											
ON THE White Collar											
JOB Production											
TRAINEES											
White Collar											
Production											

2) Employment Figures were obtained from: _____ Available Records
 _____ Visual Check _____ Other (specify)

3) Name and title of person completing this form: _____

4) Date: _____

IMPORTANT NOTE

Please review the enclosed Bidder's Checklist VERY carefully. ALL bidders MUST SUBMIT EACH AND EVERY DOCUMENT LISTED ON THE CHECKLIST.

Note to certified DBEs, MBEs and WBEs: You MUST complete, sign and submit the Utilization Plan and Good Faith Effort Forms. Please include your company as one of the participants on the D/M/WBE Utilization Plan along with your chosen D/M/WBE subcontractors, if any.

A Good Faith Efforts report should be submitted by ALL bidders, regardless of the level of participation on the Utilization Plan.

ALL BIDDERS MUST SUBMIT ALL DOCUMENTS WITH THEIR BIDS!

AUTHORIZED SUBMISSION FORM

AUTHORIZED SUBMISSION

The undersigned, in submitting this Bid, represents that he/she is authorized to obligate his/her firm and that the firm is not currently in arrears or default to the City upon any debt or contract and is not a defaulter as surety or otherwise, upon any obligation to the City within the last three (3) years.

Submitted by:

(Firm Name)

By:

(Signature)

(Typed or Printed Name)

(Title) (Date)

Address: _____

Telephone Number: _____

Federal ID Number: _____

**MISSOURI UNAUTHORIZED ALIENS LAW
ACKNOWLEDGMENT & ACCEPTANCE DECLARATION**

**MISSOURI UNAUTHORIZED ALIENS LAW
ACKNOWLEDGMENT & ACCEPTANCE DECLARATION**

Contracting Agency: St. Louis City Municipal Court

Agency Contract No.: _____

Bidder's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Bidder, I hereby acknowledge that the Bidder understands that the contract or agreement that will be executed with a successful Bidder pursuant to this solicitation is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the "Missouri Unauthorized Aliens Law"). If awarded a contract pursuant to this solicitation, the Bidder hereby agrees to comply with all applicable sections of the Missouri Unauthorized Aliens Law including, without limitation, Section 285.530(2) & (5) of RSMo. 2000, as amended. I am authorized to make the above representations on behalf of the Bidder.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

AFFIDAVIT
(Missouri Unauthorized Aliens Law)

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

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

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

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

I have the legal authority to make the following assertions:

1. _____ (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with _____ (the "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 the 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:

Living Wage Acknowledgement & Acceptance Declaration

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

Contracting Agency: St. Louis City Municipal Court

Agency Contract No.: NA

Bidder's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

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 Ordinance 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 (Printed): _____

Title: _____

Date: _____

LIVING WAGE ADJUSTMENT BULLETIN

Exhibit A

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2013

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 **\$12.21** 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 **\$15.92** 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: **\$3.71** 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, 2013**. 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.mwdbe.org> or obtained from:

City Compliance Official
Lambert-St. Louis International Airport
Certification and Compliance Office
P.O. Box 10212
St. Louis, Mo 63145
(314) 426-8111

Dated: February 12, 2013

Proposal To Bond Form

PROPOSAL TO BOND

The authorized representative of [Surety Company Name & Address]:

licensed in Missouri, as Surety, does hereby state that he/she understands the obligation of the Bidder under the bid(s) presented above and further understands and agrees to perform as surety for the Bidder as required by APPENDIX "A" Technical Specifications, Section 24, PERFORMANCE AND PAYMENT BOND, in the event that the bid(s) of _____, the Bidder, is accepted by the City of St. Louis, Missouri.

Signature _____

Title _____

Date _____

PERFORMANCE AND PAYMENT BONDS

- A. At the time of executing of the Agreement, the Contractor shall immediately execute a Performance Bond and a Payment Bond each in the amount of five percent (5%) of the proposal with surety satisfactory to the City conditioned on the full and faithful performance of all terms, covenants, and conditions of the Agreement to be executed. Affirmation by the Surety Company to execute the Performance Bond and the Payment Bond must be executed by Attorney –In-Fact for the surety company before a Notary Public licensed by the State of Missouri. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.

- B. A copy of the Performance Bond and the Payment Bond, in a form acceptable to the City, shall be given to the Municipal Court Representative for approval before the work of the Agreement begins.

- C. Bidder shall submit along with the Bidder's Bid, a completed "Proposal To Bond Form" executed by the Bidder's Surety Company or a Proposal To Bond on the Surety Company's stationary.