



**CITY OF ST. LOUIS RECREATION DIVISION**

**REQUEST FOR PROPOSALS**

**FOR**

**Recreation Programming**

RFP OPENING DATE: May 9, 2022

RFP CLOSING DATE: June 3, 2022

City St. Louis Recreation Division  
5600 Clayton Ave, In Forest Park  
St. Louis, MO 63110  
(314) 289-5320

**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.**

# RECREATION PROGRAMMING

## REQUEST FOR PROPOSALS

### RESPONDENT'S PRE-APPLICATION MEETING (Optional)

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

*DATE OF RESPONDENT'S*

***PRE-APPLICATION  
MEETING:***

**Wednesday, May 25, 2022**

***TIME:***

2:00 PM – 3:00 PM

***LOCATION:***

City of St. Louis Recreation Center 12 & Park  
1410 S. Tucker

***CONTACT:***

Juakena Callion  
City of St. Louis Recreation Division  
5600 Clayton Ave, In Forest Park  
St. Louis, MO 63110  
[Callionj@st.louis-mo.gov](mailto:Callionj@st.louis-mo.gov)  
(314) 289-5352

### ESTIMATED SCHEDULE:

Date	Activity/Time
Friday, May 9, 2022	Request for Proposal Released
Friday, May 20, 2022	Deadline for Respondent's Questions due by 4:30 PM
Wednesday, May 25, 2022	Respondent's Question Session 2:00 pm at 12 & Park Rec. Center
Friday, June 3, 2022	Due Date of Application- NO EXCEPTIONS 4:30 PM

# **RECREATION PROGRAMMING**

## **Request for Proposal**

The City of St. Louis Recreation Division is soliciting proposals for Recreation Programming. This process will support broad, coordinated, multi-faceted programming for the youth in our community.

### **1.0. INFORMATION FOR RESPONDENTS.**

#### **Respondents must adhere to the following:**

- Request for Proposal Checklist (page 28)
- Request for Proposal Cover Sheet
- Must contain a Table of Contents
- Project Abstract: Maximum two (2) single- paced pages

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 organization including, type of organization, years in existence, brief organizational history, mission and objectives.
- b. A brief description of the organization's work history and experience relevant to provision of a particular type(s) of programming, educational or other related services.
- c. A summary of the proposed schedule of programming, educational and other related services, implementation timeline, and general barriers that might incur, and any plan to overcome those barriers.
- d. The overall budget for services listed in this RFP.

Please fully describe all responses so the committee can properly evaluate all contents of the organization's proposal. Issuing an RFP does not obligate the City of St. Louis Department of Parks, Recreation and Forestry to award a contract to any provider, nor is the City of St. Louis Department of Parks, Recreation and Forestry liable for any costs incurred by the organizations in the preparation of proposals.

The City of St. Louis Department of Parks, Recreation and Forestry retains the right to award parts of the contract to several respondents, not to select any respondents, and/or to re-solicit proposals.

### **1.1. Purpose and Intent.**

This Request for Proposal ("RFP") for Recreation Programming issued on behalf of The City of St. Louis, Missouri (the "City").

The purpose of this RFP is to solicit sealed proposals for the purpose of hiring a qualified organization or company that will providing various types of activities and programs across

seven (7) community centers for City of St. Louis youth of all ages. Examples of programs we would like offered include but are not limited to; **Tennis, Robotics, Track & Field, Fashion Design, Gaming, Tumbling, Golf, and Lacrosse**. We are seeking both educational and skills type programming that requires specialty instruction from qualified personnel. The term of the Contract will be for three (3) years with two consecutive one (1) year renewal options. The City will provide the Scope of Work that is listed in this RFP for the all Recreation Programming.

The intent of this RFP is to award a Contract to the respondent whose proposal, conforming to this RFP is the most advantageous to the City. The City reserves the right to award the Contract(s) resulting from this RFP to one or more respondents, as required and appropriate to meet the needs of the City.

## **1.2. Background.**

The City of St. Louis Department of Parks, Recreation & Forestry is interested contracting with organizations who provide Recreational Programming in a collective effort to provide a positive outlet for individuals to participate in an organized activity. Subject to the City's discretion, goals of the program include providing youth with sports, enrichment-based and educational skills as well as learning social aptitudes such as teamwork, leadership and sportsmanship, etc.

## **1.3. RFP Timeline.**

The Request for Proposals (RFPs) may be obtained beginning Monday, May 9, 2022 from Mrs. Juakena Callion in the following ways:

- 1) at the City of St. Louis Department of Parks, Recreation and Forestry, 5600 Clayton Ave, In Forest Park, St. Louis, MO 63110,
- 2) downloaded from the City of St. Louis website at <https://www.stlouis-mo.gov/government/procurement.cfm>

### **1.3.1. Question and Answer Period.**

It is the policy of the City to accept questions and inquiries regarding this RFP only via USPS (United States Postal Service) mail. Written questions shall be mailed to the attention of the following individual:

Ms. Juakena Callion  
Program Manager II  
Director of Parks, Recreation & Forestry  
5600 Clayton in Forest Park  
St. Louis, Missouri 63110

Tel: 314-289-5352

All questions must be submitted in writing via USPS or email no later than 4:30 pm (CDT) **Friday, May 20, 2022** to Juakena Callion at [Callionj@st.louis-mo.gov](mailto:Callionj@st.louis-mo.gov). All questions submitted

by the deadline will be addressed by email on Thursday, May 26, 2022. The City will maintain a list of any organization requesting copies of the RFP and shall ensure that copies of all questions and responses hereto shall be made available to each respondent on such a list. **Contact with any committee members other than Mrs. Juakena Callion is strictly prohibited.**

Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates. The City will respond in writing to each contact and/or question. Short *procedural* inquiries may be accepted by telephone by the City; however, oral explanations or instructions given over the telephone shall not be binding upon the City. Other than short procedural inquiries made by telephone, respondents shall **not** contact the City directly, in person, by telephone, facsimile, or by e-mail, concerning this RFP.

After the submission of proposals, unless requested by the City, contact with the City is limited to status inquiries only and such inquiries are only to be directed to Ms. Juakena Callion. Any further contact or information about the proposal to the City or any other City official connected with this RFP will be considered an impermissible supplementation of the respondent's proposal and is strictly prohibited.

### **1.3.2. Submission of Proposal.**

In order to be considered by the Selection Committee, a respondent's proposal must be received by the City at the appropriate location by the required time. Proposals received after this deadline will not be accepted. **THE DATE, TIME AND LOCATION ARE:**

<b><u>Date:</u></b>	<b>JUNE 3, 2022</b>
<b><u>Time:</u></b>	<b>4:30 P.M., CENTRAL STANDARD TIME</b>
<b><u>Location:</u></b>	<b>DEPARTMENT OF PARKS, RECREATION &amp; FORESTRY 5600 CLAYTON IN FOREST PARK ST LOUIS, MO 63110</b>

Proposals must be labeled on the outside of the package to clearly indicate that they are in response to the **PROPOSAL FOR RECREATION PROGRAMMING**. Proposals submitted via e-mail or facsimile will not be accepted. **Late or incomplete proposals will NOT be accepted.**

Each respondent must submit **one (1) sealed, complete, ORIGINAL proposal and seven (7) sealed, full, complete and exact copies** of the original. It is suggested that the respondent make and retain a copy of its proposal.

**Proposals provided in any other manner will not be considered as valid and will be rejected. Proposals may be mailed or delivered personally but must be received by the**

**point of contact listed in this Section of this RFP by the deadline listed in this Section. Proposals received late will be returned unopened to the sender. Respondents must assume full responsibility for timely delivery of proposals at the designated location.**

#### **1.4 Representations of Respondents**

In submitting a proposal, each respondent represents that:

- 1) he or she has read and understands the RFP and that the proposal is submitted in accordance therewith;
- 2) the proposal has been prepared independently without collusion with any other person, organization or company for the purpose of restricting competition;
- 3) he or she has not employed or retained, paid or agreed to pay any fee, commission or percentage to any person, organization or company (other than a full-time employee working solely for the respondent) to solicit or secure this contract.

#### **2.0 SCOPE OF WORK**

##### **2.1 Background / Scope of Services**

The City is interested in receiving sealed proposals for the purpose of awarding a Contract to an organization that will support and manage various recreation programming activities for City of St. Louis youth. Goals of the program include providing youth with sports, enrichment-based and educational skills, fostering learning, and teamwork, leadership and sportsmanship, etc.

Programming will be held on mutually agreed upon dates and times. Organizations will be selected based on experience, knowledge of activity, and program curriculum. All programs will be coordinated by the Department with the organization to ensure the best dates, times and locations for programs. The Department reserves the right to determine the session schedules and locations for the program.

##### **2.2 Signage**

The organization is responsible for any applicable signage associated with the programs but any proposed signage requires prior written approval from the Director of PRF before placement of the same.

##### **2.3 Permits**

The organizer will be required to obtain and all associated permits of the City of St. Louis for any special events contemplated with the programs during the term of the Contract.

##### **3.0 Site visit**

Respondents may request a site visit to any of the 7 recreation centers. The recreation centers must be accepted in an **AS IS** Condition. The submission of a proposal will be construed by the City to mean that the interested organization has made such examination and investigation and agrees to fulfill the requirements of the contract in full accordance with the contract and that the organization is entirely familiar with and thoroughly understands all such requirements.

The City makes no warranties or guarantees about the condition of the facilities.

#### **4.0. QUALIFICATIONS AND PROPOSAL**

The successful organization must be qualified to provide professional, recreation programming management services including related operating and marketing services, if applicable; have the financial capacity/resources, related program management experience, and the ability to perform said services.

All proposals will be individually evaluated on a case by case basis. The Department of Parks, Recreation and Forestry (“Department”) reserves the right to amend the proposed schedule to fit the overall goals of the programming and re-schedule any missed dates on mutually agreed upon dates/times between the providing organization and the Department. Cost breakdowns must be based on operating programs with the maximum number of youths that can be accommodated. Organizations shall not submit costs to be paid on a per child basis. The Department will not pay costs associated with the organization’s day-to-day administrative operations (rent, insurance, admin costs, etc.) Organizations will be required to submit monthly invoices with monthly progress reports and monthly attendance sheets. The Department will also conduct site visits to monitor programming service delivery and progress of the services set forth in the contract.

#### **The proposal should contain the following:**

- A. Detailed information regarding any prior management experience of the respondent with youth recreation programming operations. A minimum of three (3) to five (5) years of experience is desirable.
- B. Detailed information regarding any prior experience in the operation of a youth recreation programming including description of proposed activity program including:
  - \* Proposed schedule including preferred months/weeks/days/hours of operation
  - \* Detailed curriculum and description of specific, activities, program, service.
  - \* Maximum number of attendees to ensure proper instructor to participant ratios
  - \* Equipment that the provider will supply
  - \* List of potential life skills providers or curriculum where applicable
  - \* Program budget and proposal (bid) amount. Detailed budget outlining all costs associated with production (fixed and variable costs).
- C. Detailed information on any prior experience, including an organized list of professional references, and state any other names for the organization or major stockholder or owner that may have conducted business that relates to the requested qualifications in the past year (1) to three (3) years. If incorporated, please identify the states(s) you are incorporated in at present. State if you have filed bankruptcy or have any pending litigation against you or have

had any litigation filed against you within the past three (3) to five (5) years. Respondent may include any other recreational-related management experience for the committee's review.

In addition to addressing items A through C above, the Selection Committee requires that the following be included as part of the respondent's submitted proposal:

1. Completed Minority and Women's Business Enterprise form (Appendix 1).
2. Completion of Unauthorized Alien Employees Affidavit (Appendix 2).
3. Statement of the organization's ability to meet all requirements of the Americans with Disability Act (ADA).
4. Statement of the organization's ability to meet all Living Wage Ordinance (Ordinance 65597) requirements.
5. Statement of the organization's ability to meet all audit requirements.
6. Statement of the organization's ability to meet all non-discrimination requirements.

## **5.0 SELECTION CRITERIA**

### **5.1. Proposal Selection Committee.**

The evaluation of proposals will be performed by a Selection Committee composed of representatives of the Mayor's Office, Comptroller's Office, the Aldermanic President's Office, and the Department of Parks, Recreation and Forestry. The guidelines for the selection process are in accordance with Ordinance No. 64102 and the Regulations established by the Board of Public Service.

### **5.2. Selection Criteria.**

The following statements should be addressed in full in preparing any response to the RFP. Each statement should be restated in bold with a detailed response immediately following, unless inclusion in an appendix is more practical.

The Selection Committee will review proposals using the following criteria as a general guide to determine which, if any, proposals are the most advantageous to the City's needs and which organization is most qualified to provide the requested services:

- A. **The qualifications and experience of the organization and its staff to perform the requested services, as requested in this RFP.**



- B. Specialized experience in sports, enrichment-based and educational skills as well as learning social aptitudes such as teamwork, leadership and sportsmanship, etc.
- C. Quality of Business Plan.
- D. Quality of Marketing Plan.
- E. Professional reference information.
- F. Proximity of organization to the City of St. Louis.
- G. The organization's level of Minority and Women's Business Enterprise (M/WBE) participation. The City of St. Louis is fully committed to involving M/WBE firms in meaningful roles on all consultant contracts. To that end, the City, acting through its Disadvantaged Business Enterprise (DBE) Program Office, has established a goal of 25% MBE and 5% WBE participation in connection with the contract resulting from this RFP. A copy of the City's Directory of Certified M/WBE's is available on the DBE Office website: [www.mwdbe.org](http://www.mwdbe.org) or by contacting the DBE Office at 314-551-5000. A M/WBE Utilization Plan form is attached to this RFP (Appendix 1).
- H. The ability of the organization to meet statutory or ordinance requirements.

In addition to addressing items A through H above, the Selection Committee requires that the following be included as part of the respondent's submitted proposal:

- J. Completed Minority and Women's Business Enterprise form (Appendix 1).
- K. Completed Unauthorized Alien Employees Affidavit (Appendix 2).
- L. Completed Anti-Discrimination Against Israel Act (Appendix 3).
- M. Statement of the organization's ability to meet all requirements of the Americans with Disability Act (ADA).
- N. Statement of the organization's ability to meet all Living Wage Ordinance (Ordinance 65597) requirements.
- O. Statement of the organization's ability to meet all audit requirements.
- P. Statement of the organization's ability to meet all non-discrimination requirements.

### **5.3 Rights**

The Selection Committee reserves the right to interview or call for a presentation from any respondent submitting a response, 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 responding organizations 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 Contract.

The Selection Committee reserves the right to: 1) reject any and/or all proposals with or without cause, 2) request additional information from responding organizations as the City may deem necessary, 3) waive any and/or all non-material irregularities pertaining to this selection and/or the submission of responses, 4) disqualify any and/or all responding organizations and reject any and/or all proposals for failure to comply with this RFP or to promptly provide additional requested materials or information, and 5) cancel this RFP.

After the selection of a respondent to provide operation of Recreation Programming the City and such respondent will endeavor to finalize a Contract. If a mutually satisfactory Contract is not arrived at within a reasonable period as determined by the City, in its sole discretion, the City reserves the right to terminate the selection process with that organization and proceed to contract discussions with another organization or terminate the process altogether. This list of the City's rights is not all-inclusive.

The Recreation Division will also appoint a staff member to monitor the Contract on a regular basis.

## **6.0 ADDITIONAL INFORMATION.**

### **6.1. Amended Proposals.**

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.

### **6.2. Right to Withdraw Proposal.**

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.

### **6.3. Revisions to Proposal**

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.

#### **6.4 Respondent Responsibility.**

The respondent assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a respondent's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the respondent represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

#### **6.5 Cost Liability.**

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.

#### **6.6 Audits**

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 organization or 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 firm's full compliance with contract documents. In those situations where the organization or company's records have been generated from computerized data or records, in addition to hard copy (reports), the organizer shall provide such information on disk or in a suitable alternative electronic format.

#### **6.7 Contents of Proposals.**

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

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

Any respondent 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 Statute of Missouri § 610.010 et seq. The City will not give prior notice of receipt of a request under the

Act for any record that has been provided to it by respondent, 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.

#### **6.8. No Obligation.**

This RFP in no manner obligates the City to the eventual purchase of services offered until confirmed by a fully executed written Contract properly 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 obtaining a fully executed written contract.

#### **6.9. Termination.**

This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when the City determines it is in its best interest.

#### **6.10. Governing Law.**

This RFP and any contract with a respondent that may result, shall be governed by the laws of the State of Missouri. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the Circuit Court of the City St. Louis. All Parties expressly consent to personal jurisdiction and venue in such Court for limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

#### **6.11 Non-Discrimination**

In connection with the Contract resulting from this RFP, the organization agrees that in performing any services resulting from this RFP, neither the organization nor anyone under its 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.

#### **6.12 Living Wage & Minority Participation**

The selected organization will be expected to comply with the City's Living Wage Ordinance No. 65597, and all respondents are encouraged to review this ordinance prior to making their submissions. The City is actively seeking participation by MBE and WBE firms and encourages those firms to submit proposals. The selected organization shall make a good faith effort to maximize the utilization of women and minority-owned businesses (W/MBE) in all of its activities under the resulting contract and shall comply with the Mayor's Executive Order No. 28, as or any subsequent order, ordinances, or any City Rules and/or Regulations with respect to W/MBE participation.

#### **6.13 Termination**

Any Contract awarded under this RFP may be terminated by the City for convenience and without cause upon thirty (30) calendar days written notice delivered to the organization, in which event the organization 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 Contract'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.

#### **6.14 Americans with Disabilities Act (ADA).**

In connection with the furnishing of goods and services under any Contract resulting from this RFP, the organization shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

#### **6.15 Unauthorized Alien Employees.**

As a condition for the award of the resulting Contract, the selected organization or company shall, pursuant to the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by sworn affidavit (attached hereto as Appendix 2) and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the resulting Contract. The selected contractor shall also sign an affidavit (attached hereto as Appendix 2) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the resulting contract pursuant to the above-stated Statutes.

#### **6.16 Anti-Discrimination Against Israel Act**

As a condition of the Contract, respondent shall, pursuant to the provisions of 34.600 of the Revised Statutes of Missouri, by sworn affidavit (attached hereto as "Appendix 3") affirm that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; or persons or entities doing business in the State of Israel.

#### **6.17 Subject to Appropriation.**

Any Contract that results from this RFP is subject to annual appropriation by the City. Any Contract that results from this RFP is voidable at any time by the City if appropriation by the City for the services under the Contract is not made.

## **6.18 Indemnification.**

Each respondent, in seeking, receiving or possessing this RFP and/or in submitting a response, does release, indemnify, and hold the City and its various employees, representative and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the City as a result of issuing this RFP, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a Contract.

## **6.19 Insurance**

Any respondent awarded this Contract shall procure and maintain General Liability Coverage, Automobile/Motor Liability Coverage (including non-owned and hired vehicle coverage), and Worker's Compensation Insurance, which shall not be less than the following:

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

No coverage amounts listed shall be construed to limit the liability of the respondent.

The respondent awarded this Contract shall provide a Certificate of Insurance to the City of St. Louis prior to the execution of this Contract, with "The City of St. Louis" listed as an Additional Insured to the policy. Certificates attesting to the coverage and naming the City of St. Louis as additional insured shall be mailed to:

Office of the Commissioner of Recreation Evelyn Rice  
Department of Parks, Recreation & Forestry  
5600 Clayton Ave, In Forest Park  
St. Louis, MO 63110

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

Such liability insurance coverage must also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of respondent, its officers, agents, employees, consultants, subcontractors, licensees, invitees, representatives, and independent consultants and, contractual

liability insurance sufficient to cover respondent's indemnity obligations hereunder. The City will have no liability for any premiums charged for such coverage, and the inclusion of the City as an Additional Insured is not intended to, and does not make the City a partner or joint-venture with respondent in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and, in such circumstances, the City's policy will be excess over respondent's policy.

## **6.20 Limitations of Liability**

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

- 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 an organization 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.

## **6.21 Earnings Tax Withholding**

- A. 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.
- B. 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.

## **7.0 LICENSES AND PERMITS**

The successful respondent must obtain and maintain a valid business license with the City of St. Louis, which is valid at the time of contract execution.

## **8.0 PERFORMANCE BOND**

The successful respondent shall execute and file in the office of the City Register within thirty days after their bid is accepted a performance bond to the City in the sum of \$15,000 with good and sufficient sureties and qualifications to be approved by the Comptroller conditioned as set forth in the agreement that the facility must at all times be kept in a neat, clean, sanitary and orderly condition to the satisfaction of the City. Said bond must be renewed annually.

**9.0 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 4 as binding terms of the contract or agreement. The final wording of the Supplementary Conditions may be modified during contract negotiations.



**APPENDIX 1**

**CITY OF ST. LOUIS  
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE) UTILIZATION PLAN**

**CONTRACTING AGENCY:**

**PROJECT NAME:**

**NAME OF PRIME CONSULTANT:**

**PROJECT GOAL: \_\_\_\_\_ % MBE; \_\_\_\_\_ % WBE**

The prime consultant shall utilize and require all subconsultants to utilize the maximum number of certified minority and women-owned business enterprises possible and will purchase materials and supplies from minority and women-owned business enterprises to the maximum extent feasible, and to this end, the prime consultant will inform each subconsultant of this requirement, The prime consultant 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.

FIRM NAME ADDRESS PHONE NUMBER CONTACT PERSON	CERTIFYING AGENCY CERTIFICATION DATE CATEGORY CERTIFICATION NO.	WORK TO BE PERFORMED	M/WBE PERCENT

\_\_\_\_\_  
PRIME CONSULTANT AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

**APPENDIX 2**

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

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

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

I am the \_\_\_\_\_ (Position/Title) of \_\_\_\_\_. (Contractor)

I have the legal authority to make the following assertions:

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

\_\_\_\_\_  
Affiant

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

**APPENDIX 3**

STATE OF \_\_\_\_\_ )  
 ) SS/  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT**  
(Effective 8-28-2020) (Contracts in excess of \$100,000.00/Companies 10 employees or more)

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)

of St. Louis.

I have the legal authority to make the following assertion:

Pursuant to Section 34.600 of the Revised Statutes of Missouri,  
\_\_\_\_\_ (Company) of St. Louis 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 by official

seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**APPENDIX 5**

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**ST. LOUIS LIVING WAGE ORDINANCE**

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**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:** \_\_\_\_\_

# Recreation Programming Request for Proposal

## CHECK LIST

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.**

- I. *Application Cover Sheet* \_\_\_\_\_
  
- II. *Project Abstract* \_\_\_\_\_
  
- III. Program Narrative & Budget
  - A. Organization Description/Capability Statement \_\_\_\_\_
  - B. Organizational Experience and Qualifications \_\_\_\_\_
  - C. Scope of Work \_\_\_\_\_
  - D. Approach to Project Design and Implementation \_\_\_\_\_
  - E. Project Work Plan \_\_\_\_\_
  - F. Budget & Financial Capacity \_\_\_\_\_
  
- IV. Other Requirements
  - A. Business Documents
    - 1. Copy of City of St. Louis business license (or waiver letter) \_\_\_\_\_
    - 2. Proof of non-delinquency of tax payments \_\_\_\_\_
    - 3. Information on minority and women enterprise participation in Organization (see Appendix 1) \_\_\_\_\_
    - 4. Living Wage Acknowledgement and Acceptance Declaration (Appendix E) \_\_\_\_\_
    - 5. No Unauthorized Alien Employees Affidavit (Appendix 2) \_\_\_\_\_
    - 6. Compliance with Anti-Discrimination Against Israel Act Affidavit (Appendix 3) \_\_\_\_\_