

**ST. LOUIS DEVELOPMENT CORPORATION  
& CITY OF ST. LOUIS PORT AUTHORITY**

**REQUEST FOR QUALIFICATIONS  
FOR  
VIDEO SURVEILLANCE CONSULTING SERVICES**

**PROJECT**

**2013 PORT SECURITY GRANT PROGRAM**

**ISSUED: October 24, 2014  
RESPONSES DUE: November 14, 2014**

## INDEX

Section	Page
Purpose .....	2
Background .....	2
Scope of Services .....	2
Exclusion from Participating as a Contractor, Subcontractor, or Supplier .....	4
Living Wage .....	4
Minority & Women-Owned Business Enterprise (M/WBE) Participation .....	5
Equal Employment Opportunity .....	5
Employment of Unauthorized Aliens Prohibited .....	6
Insurance .....	6
Reporting .....	7
Selection Process .....	7
Team Composition .....	7
Submittal of Statement of Qualifications .....	8
Administration Information .....	9
Schedule .....	10
Admonition .....	10
Reservation of Rights .....	10
Appendix	
A. Notice of St. Louis Living Wage Rates Effective April 1, 2014 .....	11
B. Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq. for all Agreements and Awards in Excess of \$5,000.00 - Effective 1/1/2009 .....	12
C. City of St. Louis M/WBE Participation Policy .....	13

Go to <https://www.stlouis-mo.gov/government/departments/sldc/procurement.cfm> and download the below listed documents. Refer to instructions contained in this Request for Qualifications (“RFQ”).

Available documents:

- Request for Qualifications
- Statement of Qualifications Response Form

## **PURPOSE**

The St. Louis Development Corporation (SLDC) and its constituent agency, the City of St. Louis Port Authority (collectively hereinafter referred to as the “Authority”), are seeking Statements of Qualifications (SOQ) from firms interested in providing consulting services for the purpose of enhancing its video surveillance system within the City of St. Louis Port District. This project is funded by a Department of Homeland Security grant through its 2013 Port Security Grant Program (2013 PSPG).

## **BACKGROUND**

The Authority received a 2007 Homeland Security grant for the purposes of increasing the Marine Security Level for the Port of St. Louis. In the implementation of this project, an IP-based video surveillance system was designed and installed within the Port District. Surveillance cameras were installed on the riverfront between the Eads Bridge and MacArthur Bridge and in various locations in Laclede’s Landing. A wireless mesh network transmits the signal to a fiber optic junction. The signal is transmitted to the system command center that is currently located in the City Emergency Management Agency’s office at Soldier’s Memorial. The surveillance program was expanded by a second grant, 2009 American Recovery and Reinvestment Act Port Security Grant Program (2009 ARRA PSGP). Implementation of this project will further expand the video surveillance system with a primary focus on areas along the Mississippi riverfront.

The Authority is coordinating this project in cooperation with several agencies including:

- St. Louis Metropolitan Police Department (SLMPD)
- City Emergency Management Agency (CEMA)
- City of St. Louis Streets Department
- Downtown STL
- United States Coast Guard (USCG)
- National Park Service (Jefferson National Expansion Memorial & Gateway Arch)
- City of St. Louis, Board of Public Service (BPS)

## **SCOPE OF SERVICES**

The Authority will negotiate a contract with the selected Consulting firm (hereinafter referred to as the “Consultant”) to perform services required to implement the 2013 PSGP. The Consultant may engage one or more firms to be a part of its Project Team in order to complete the services required. (These firms will hereinafter be referred to as “Subconsultants.”)

The Project Team is expected to be proficient in the following areas: IP-based CCTV surveillance technology, large-scale Firetide wireless mesh networks, fiber-optic technology, security system command center design including computer hardware specifications, Genetec

video management software, internet connectivity solutions, electrical power transmission and supply, computer-aided design and drafting, and MicroSoft Excel.

It is expected that the following tasks may be necessary in order to complete this project; although, the Authority may request tasks are not included on this list:

1. Meet with Authority staff to verify objectives for the project.
2. Evaluate and make recommendations to expand the video surveillance system to surveil additional critical infrastructure assets and areas of importance to the Authority. Compile a list of security enhancement options including estimates of cost that will be presented to the Authority for its consideration. The Authority will determine which options to pursue.
3. Evaluate and make recommendations for providing ongoing maintenance and repairs of the video surveillance system equipment and peripherals in the future.
4. Assist in establishing Policies & Procedures for operation, control, maintenance, and access to the video surveillance system with the intention of creating a Memorandum of Agreement that will define the rights and responsibilities for participating stakeholders.
5. Assist the Authority with grant compliance requirements.
6. The Authority will issue a Request for Proposals (RFP) in order to select a Contractor to design, build, procure, and install enhancements to the video surveillance system. The Consultant will advise the Authority on all matters related to work to be completed by the Contractor including review and oversight of work completed by the Contractor and any Subcontractors.
7. The Consultant, in conjunction with the Contractor, may be requested to develop all plans, specifications, drawings, descriptions, and details needed to acquire and install all necessary equipment and components that are required to implement the project and systems. Plans, drawings and specifications shall include all information needed (material lists, wiring diagrams, software licensing, backhaul, testing plan, commissioning documents, etc.) for a complete and functional system.
8. The Consultant will ensure that any licensing issues with the Federal Communications Commission (FCC), due to employment of wireless communication technology, are addressed.
9. The Consultant will prepare and submit in writing and/or online, as required, all documents and information requested by FEMA to complete the Environmental Planning and Historic Review process (EHP). Refer to and review the following FEMA documents available online: <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>.

- a. Information Bulletin # 329 - September 2, 2009  
[Environmental Planning and Historic Preservation Requirements for Grants](#)
  - b. [Environmental and historic preservation screening memo \(EHPSM\)](#)
  - c. [Grantee Environmental and Historical Preservation Picture Documentation Instructions](#)
  - d. [Information Bulletin # 329 Clarification](#)
10. The Consultant will assist the Authority in the evaluation of proposals submitted by the design/build Contractor to acquire and install components related to the expansion of the video surveillance system.
  11. The Consultant will assist in the Authority with any negotiations required to implement this project in such matters as technical terminology, standard industry practices, and relevant matters in which the Consultant possesses knowledge.
  12. The Consultant will supervise, inspect, and approve all work completed by the chosen Contractor.
  13. The consultant may provide other design, planning, and/or advisory services as requested by the Authority in the implementation of this project.

#### **EXCLUSION FROM PARTICIPATING AS A CONTRACTOR OR SUPPLIER**

The successful Consultant is expressly prohibited from submitting a proposal in response to the RFP. Furthermore, the Consultant is prohibited from serving as a Contractor, Subcontractor, or Supplier on this project. The Consultant is permitted only to provide the services described in this RFQ and other services that are specifically requested by the Authority.

#### **LIVING WAGE**

The chosen Consultant shall agree to comply with Living Wage Compliance Provisions and with the regulations for the entire term of any contract or agreement with SLDC or any of its constituent agencies or authorities and shall submit the reports required by the regulations for each calendar year or portion thereof during which such contract or agreement is in effect.

Wage rates specified in the "Notice of St. Louis Living Wage Rates Effective April 1, 2014" apply to this contract and will be paid by the Prime Consultant and any Subconsultants. (See Appendix A.) More information about the St. Louis Living Wage Ordinance and regulations is available at <http://www.mwdbe.org/living-wage>.

## **MINORITY AND WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION**

It is the policy of the City of St. Louis, SLDC and its constituent agencies to ensure the maximum utilization of certified minority and women business enterprises in contracting and in provision of goods and services to the City, its departments, agencies and authorized representatives and to all entities receiving City funds or City-administered government funds. It is the policy to pursue the goal of having twenty-five percent (25%) minority-owned business enterprise (MBE) participation and five percent (5%) women-owned business enterprise (WBE) participation (except where laws, regulations and/or policies establish different percentage goals and/or goals for disadvantaged business enterprises (DBE) as opposed to MBE/WBE goals).

Information about the M/WBE program including a list of certified firms is included in Appendix C and online at <http://www.mwdbe.org>.

For more information, contact:

Ms. Francoise Lyles-Wiggins, Contract Compliance Officer  
DBE Program Management Office  
1520 Market Street Suite 2000  
St. Louis, Missouri 63103  
flwiggins@flystl.com

## **EQUAL EMPLOYMENT OPPORTUNITY**

- A. Consultant agrees that in performing under this Contract neither the Consultant nor anyone under Consultant's control will permit discrimination against any employee, worker, or applicant for employment because of race, sex, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry. Such action shall include but not be limited to any action or to bar, employ, upgrade, or recruit; expel, discharge, demote, or transfer; layoff, terminate, or create intolerable conditions; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. Consultant, during its performance under this Contract, will in all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive meaningful consideration for employment without regard to race, sex, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry. The Consultant will not make any inquiry in connection with prospective employment which expresses directly or indirectly any limitation specification or discrimination because of race, sex, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry.

- C. Consultant will permit reasonable access by the Authority to such persons, reports, and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- D. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Contract, or to furnish information or permit his books, records, and accounts to be inspected, within twenty-one (21) calendar days from date requested, this Contract may be cancelled, terminated, or suspended in whole or part and Consultant may be declared ineligible for further Authority Contracts for a period of one year, by the option of the Authority. In the event this Contract is cancelled, terminated, or suspended for failure to comply with fair employment practices, the Consultant shall have no claims against the Authority for damages as a result of such cancellation, termination or suspension.
- E. Consultant further agrees that these clauses "A-D" on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Consultant in all Contracts or agreements entered into with suppliers of materials or services, Consultants, 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 this Contract.
- F. Whenever the Consultant is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with the clauses, "A" through "E", of these provisions relating to fair employment practices, such Consultant shall notify the General Counsel of Authority in writing of such suit or threatened suit within fourteen (14) calendar days.

#### **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

Prior to contract execution and as a condition of final award, the selected Consultant shall by sworn Affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this project. The Consultant shall sign an Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this project pursuant to the provisions of Sections 285.525 through 285.555 of the revised Statutes of Missouri, 2000, as amended. The Affidavit of Compliance that must be submitted by the chosen Consultant prior to contract execution is included in Appendix B.

#### **INSURANCE**

If selected, the Consultant must submit to the Authority for review and approval, evidence of its Workers Compensation, Commercial General Liability, Auto Liability, and Builder's Risk (if applicable) policies and shall similarly submit evidence of its Subconsultant's policies before

each commences work. The policies shall be scheduled on an approved form and shall be kept in force until the Consultant's work is accepted and taken over by the Authority.

## **REPORTING**

The Consultant and Subconsultants must comply with all reporting requirements as specified in the 2013 PSGP and the City of St. Louis.

## **SELECTION PROCESS**

A selection Committee will be established to review the statement of qualification(s) and submittals from each firm. The criteria for evaluating responses to this request will include but not be limited to the following:

- Specialized experience, qualifications and technical competence of the firm, its principals, project manager, key staff and Subconsultants
- Capacity and capability of the firm to perform the work within specified time periods
- Past performance record of the firm as to quality, timeliness, professionalism, and cost control
- Availability of operating and financial resources
- M/WBE participation and compliance
- Ability to meet legal requirements
- Insurance
- Other issues which may arise during the review of SOQs or interview process

The Authority reserves the right to modify or eliminate certain criteria or establish further criteria for evaluation of proposals, to require additional submissions, to waive any informalities in submissions, to modify its selection process, to reject any or all proposals and to negotiate with successful respondents. The selection committee may, at its sole discretion, interview one or more firms to gain additional insight as to the firm's qualifications.

Upon completion of its review process, the selection committee shall select the firm it deems best qualified according to the criteria described herein. The selected firm will be expected to execute a professional services contract with the Authority containing the Authority's standard language and requirements.

## **TEAM COMPOSITION**

If the prime Consultant intends to employ any outside firms or individuals, the team composition shall remain the same unless the change is submitted to and approved by the Authority.

## **SUBMITTAL OF STATEMENT OF QUALIFICATIONS**

**Form of Response:** Respondents must download the document “Statement of Qualifications Response Form” (hereafter referred to as the “Response Form”) from the following website in order to submit a response to this RFQ:

<https://www.stlouis-mo.gov/government/departments/sldc/procurement.cfm>

Provide **six (6) written, bound, or stapled copies** of your submittal.

**Response Form Instructions:** Every firm that wants to be considered for the Prime Consultant award must complete all five parts of the Response Form. Part III of the Response Form must be completed for every Subconsultant that is expected to be a part of the project team. Copy and paste Part III within the Response Form as often as necessary. Part III of the Response Form may be left blank if the responding firm does not intend to use any Subconsultants.

### **Assemble documents in the following order:**

Statement of Qualifications Response Forms (Download this form.)

Part I. Prime Consultant

Part II. Specialized Experience

Part III. Subconsultants (This form is needed for every prospective Subconsultant.)

Part IV. M/WBE Participation

Part V. Declarations

Conditional Attachments (As required by instructions in the Response Form.)

Part I. Prime Consultant

- Proof of DBE/MBE/WBE Certification
- Pending Lawsuits
- Disciplinary Actions related to Professional Registrations or Licenses
- Violations or Regulatory Agency Citations
- Tax Liens

Part II. Specialized Experience

- Resumes of Project Manager and Key Employees
- Sample of work related to CCTV Monitoring and Recording Policies

Part III. Subconsultants

- Proof of DBE/MBE/WBE Certification
- Pending Lawsuits
- Disciplinary Actions related to Professional Registrations or Licenses
- Violations or Regulatory Agency Citations
- Tax Liens

**Submittals:** Responses will be received until 3:00 P.M. (St. Louis, Missouri time) on Friday, November 14, 2014. Responses received after that time will not be reviewed.

Submit SOQs in an envelope clearly marked: "STATEMENT OF QUALIFICATIONS: 2013 PSGP"

**Submit to:** Rob Orr  
St. Louis Development Corporation  
1520 Market Street, Suite 2000  
St. Louis, MO 63103

### **ADMINISTRATIVE INFORMATION**

All questions shall be directed in writing to Rob Orr by e-mail (address below). Put "2013 PSGP" in the subject of any e-mails. The Authority will receive questions up until 5:00 pm Wednesday, November 5.

If the Authority chooses to respond to any inquiries or provide supplemental information, this information will be made available on the Authority's website no later than Friday, November 7. The Authority will not reply directly to any question. Responses to questions and/or supplemental information, if any, will be posted on the RFQ website.

Firms that are planning to submit a response should notify RobOrr by e-mail (address below) in order to receive notification of any announcements pertaining to this RFQ. It is up to the respondent to determine if any supplemental information regarding the RFQ has been provided on the website regardless of whether an e-mail notification is sent or received.

Rob Orr  
St. Louis Development Corporation  
1520 Market Street, Suite 2000  
St. Louis, MO 63103  
[OrrR@stlouis-mo.gov](mailto:OrrR@stlouis-mo.gov)

**SCHEDULE (subject to change)**

<u>KEY EVENTS</u>	<u>ON OR BEFORE</u>
RFQ issued	10/24/2014
Questions, if any, due re RFQ	11/5/2014
Responses to questions, if any, posted on Authority's website	11/7/2014
Statement of Qualifications due	11/14/2014
Select consultant firm	11/25/2014
Negotiate & execute consulting contract	12/15/2014
Issue Notice to Proceed	12/16/2014

**ADMONITION**

Any communications relating to this RFQ, written, oral, electronic or otherwise, between firms submitting statements of qualifications in response to this RFQ (including their agents and family members) and SLDC, its constituent agencies and/or their respective staff, employees, commissioners, agents, directors, officials or officers is strictly forbidden during the time that Selection Committee deliberations are taking place EXCEPT when responding to a direct inquiry from the Selection Committee or during an interview with the Selection Committee. Firms violating this admonition will be disqualified. Members of the selection committee will be expected to submit a personal statement of personal/private interest as required by applicable law.

**RESERVATION OF RIGHTS**

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

## APPENDIX A

# ST. LOUIS LIVING WAGE ORDINANCE

## LIVING WAGE ADJUSTMENT BULLETIN

### NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2014

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 **\$12.37** 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 **\$16.18** 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: **\$3.81** 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, 2014**. 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: March 11, 2014



## APPENDIX C

### CITY OF ST. LOUIS M/WBE PARTICIPATION

**1. Policy.** Under the Mayor's Executive Order #28 as amended, it is the policy of the City of St. Louis that the effects of identified discrimination against minority business enterprises and women business enterprises within its jurisdiction shall be eradicated as part of the overall City business and economic development strategy. The method that the City shall employ to implement that policy is the establishment of a goal of at least 25% minority business enterprise participation and 5% women business enterprise participation, as defined in the Mayor's Executive Order #28 as amended, in contracts and purchases wherein city funds are expended. Consequently, the requirements of the Mayor's Executive Order #28 and the directives developed by the City of St. Louis to ensure compliance with the Mayor's Executive Order #28 apply to Agreements issued by the City of St. Louis.

**2. M/WBE Obligation.** The Consultant agrees to take all reasonable steps necessary to ensure that Minority and Women Business enterprises (M/WBE), as defined in the Mayor's Executive Order #28, have a maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with city funds provided under this Agreement. The Consultant shall not discriminate on the basis of race, religion, color, national origin, or sex in the award and performance of contracts financed in whole or in part by the City of St. Louis. The Consultant shall utilize the services of banks in the community, which are owned and controlled by minorities and women when feasible and beneficial.

**3. Failure to Comply with M/WBE Requirements.** The Consultant is hereby advised that failure to carry out the requirements as set forth above may constitute a breach of contract and may result in rejection of the proposal, termination of the contract; a deduction from the contract fund due or may become due to the consultant; or other such remedy as the City of St. Louis deems appropriate.

**4. Eligibility of M/WBE's.** A current directory containing the names of firms that have been certified as eligible to participate as M/WBE's on City contracts can be obtained from the St. Louis Airport Authority DBE Office. Firms certified subsequent to the printing of this directory may be utilized on the project only if their certification is active at the time of the proposal submittal. Consultants should contact the DBE Program Office, (314)551-5000 to verify the current status of a firm's certification. The M/W/DBE Directory is accessible on the internet at [www.mwdbbe.org](http://www.mwdbbe.org).

**5. Counting M/WBE Utilization.** M/WBE utilization will be counted on the following basis:

a) The total value of sub-consulting arrangements for services awarded to the M/WBE provided the M/WBE performs a commercially useful function.

- b) That portion of the dollar value of a joint venture equal to the percentage of ownership and control of the M/WBE partner in the joint venture may be counted.
- c) Participation of MBE and WBE firms located outside the St. Louis Metropolitan Statistical Area (SMSA) shall not count towards the goals established by the Mayor's Executive Order #28.

**6. Contract Documentation.** The Consultant will submit the M/WBE Utilization Plan as part of and in the same format as the proposed agreement. The information will include, but not be limited to, a definitive statement of the services to be provided by the M/WBE sub-Consultants, products and schedules, M/WBE outreach goals and estimated man-months, labor budget and expense costs.

**7. Agreement Compliance.**

- a) If the Agreement is approved on less than 25% M/WBE utilization, such approval will not relieve the Consultant of the responsibility to continue good faith efforts to maximize participation of M/WBE's throughout the term of the Agreement. The Consultant shall submit a request to sublet prior to any subcontracting of additional work items. The Consultant will be required to document good faith efforts to utilize M/WBE Consultants prior to entering into an agreement with a non-M/WBE.
- b) When the Agreement is approved on M/WBE utilization is excess of the goal, the Consultant will be required to achieve the percentage stated in the M/WBE utilization plan included in the Agreement regardless of the stated 25% and 5% minimum overall goal in the Agreement.
- c) The Consultant shall enter into subcontracts or written agreements with the M/WBE identified in the Agreement Utilization Plan for the kind and amount of services specified. The Consultant shall submit copies of subcontracts or agreements with the M/WBE to SLAA DBE office upon request. The Consultant shall submit a Certification of Agreed M/WBE Utilization for each M/WBE sub-consultant identified in the Agreement with the City prior to the start of work.
- d) The Consultant shall keep each M/WBE sub-consultant informed of the project progress schedule and allow each M/WBE adequate time to schedule work and otherwise prepare for subcontract work.
- e) At any point during the project when it appears that the scheduled amount of M/WBE utilization may not be achieved, the Consultant shall provide evidence demonstrating how the goal will be met.
- f) If the Consultant fails to achieve the scheduled M/WBE utilization, the Consultant shall demonstrate to the City's satisfaction that said failure was due to reasons such as elimination of items contracted to the M/WBE and that good faith efforts were made to obtain the scheduled Agreement utilization.

## **8. Substitution of M/WBE Consultants After Award.**

- a) The Consultant shall conform to the agreed upon amounts of M/WBE utilization.
- b) Services designated as being performed by M/WBE sub-consultants in the Agreement shall be performed by the designated M/WBE or a City approved substitute. Approval must be in writing.
- c) A M/WBE may not assign portions of its service agreement without the written approval of the City.

**9. Good Faith Efforts.** If any agreement is submitted without the minimum goal utilization levels of M/WBE sub-consultants, the Consultant shall document and submit justification as to why the agreed level of utilization will not be met and demonstrate the good faith efforts taken to attain it, including but not limited to the following:

Efforts made to select portions of the work proposed to be performed by M/WBE's in order to increase the likelihood of achieving the stated goal, including where appropriate, but not limited to, breaking down projects into economically feasible units to facilitate M/WBE participation. Selections of portions of work are required to at least equal the goal for M/WBE utilization specified in the Agreement.

The demonstration of good faith efforts by the Consultant must in the end prove the Consultant has actively and aggressively sought to utilize M/WBE's.

The information provided will be evaluated to determine if the Consultant has been responsible. All the information provided must be accurate and complete in every detail. The Consultant's attainment of the M/WBE goals or demonstrations of good faith effort will determine the award of the agreement. Documentation of initial good faith efforts is to be submitted with the Agreement.

**10. Record Keeping Requirements.** The Consultant shall keep such records as are necessary for the City to determine compliance with the M/WBE contract obligations. These records shall include the names of sub-consultants, including M/WBE's, copies of sub-consulting agreements; the type of work being performed; documentation such as canceled checks and paid invoices verifying payment for work, services and procurement and documentation of correspondence, verbal contracts, telephone calls and other efforts to obtain services of M/WBE's. When requested, the Consultant shall submit all subcontracts and other financial transactions executed with the M/WBE in such form, manner and content as prescribed by the City. The City reserves the rights to audit, investigate, monitor and/or review actions, statements and documents submitted by any contractor, subcontractor or M/WBE.

**11. Reporting Requirements.** The Consultant shall submit monthly reports on M/WBE involvement. At the conclusion of each billing period, the Consultant shall submit the Consultant Monthly DBE Utilization Report to the City to verify actual payments to the M/WBE

for the previous month's reporting period. These reports are required regardless of whether or not M/WBE activity has occurred in the monthly reporting period.

Upon completion of all M/WBE participation and prior to final payment, the Consultant shall submit the M/WBE Utilization Final Report to the City detailing all M/WBE subcontract payments and a completed Certification of Actual M/WBE Utilization for each M/WBE sub-consultant utilized. When the actual amount paid to an M/WBE is less than the award amount, a complete explanation of the differences is required. If the agreement is not met, documentation supporting good faith efforts shall be submitted. Failure to submit the required reports will result in the withholding of partial payments to the Consultant until the reports are submitted. All payments due sub-consultants which affect Agreement goal attainment, including retainage, shall be paid by the Consultant before the City releases the contract/retainage bond. The City reserves the right to conduct an audit of M/WBE participation prior to processing the final estimate and at any time during the work.