

Request for Proposals

Information and Emergency Kiosks

St. Louis Development Corporation

RFP Issued: August 28th, 2018

RFP Due: September 28th, 2018

Description

The City of St. Louis is looking for a long-term (10 years preferred) partnership with an information and emergency kiosk provider in association with the City's "smart city" initiative. The purpose of these kiosks is to provide interactive information to citizens and visitors as well as enhance public safety via emergency capabilities. These kiosks will support smart city initiatives including improving the lives of the citizens of St. Louis via:

- Economic development by providing information on local businesses and attractions
- Smart Transportation by providing information and access to transportation options
- Enhancing tourism and visitor experiences
- Public Wi-Fi
- Enhancing public safety by providing public safety alerts, panic functions, and public safety surveillance
- Environmental sustainability by including air quality and micro climate sensors

A successful applicant(s) will be information and emergency kiosk providers who have successfully deployed, operated, and maintained kiosks in at least 3 other markets that are similar in size or larger than St. Louis.

Contract Term

The expected contract start date November of 2018. The term of the contract shall be negotiated based on the deployment, operations, and maintenance of kiosks to be deployed throughout the City in three waves.

SLDC Overview

The St. Louis Development Corporation ("SLDC") is an umbrella, not-for-profit corporation organized under Chapter 355 of the Missouri state statutes with the mission of fostering economic development and growth in the City of St. Louis. The mission of SLDC is to stimulate the market for private investment in City real estate and business development and improve the quality of life for everyone who lives in, works in, and visits the City of St. Louis.

Contract Rates

This will be a zero-dollar contract and the objective of SLDC is for the provider to deploy, operate, and maintain kiosks at no cost to the City.

Scope of Services

The selected provider will coordinate with SLDC and the Board of Public Service via the Chief Technology Officer to:

- Develop a City-wide kiosk deployment strategy
- Develop a kiosk integration plan
- Develop uniform design specifications for the user interface and kiosk design
- Deploy kiosks as per the deployment strategy
- Operate all kiosks
- Maintain kiosks as per maintenance requirements

Kiosks will be deployed in four phases:

- Pilot: deployment and testing in 3 locations
- Phase 1: Deployment of first 20 kiosks
- Phase 2: Deployment of additional 30 kiosks
- Phase 3: Ongoing deployments based on requests from the community development organizations

A detailed outline of the kiosk requirements, operating requirements, and maintenance requirements associated with this RFP includes, but is not limited to, the following:

Required Kiosk Features

Kiosks must provide the following capabilities:

- Up to date information on businesses
- Up to date information on attractions
- Up to date information on events
- Up to date information on points of interest
- Up to date information on public and private transportation options
- Directions
- Panic functions integrated with current 911 system and E-911 once available
- Emergency alert notifications
- Video Surveillance
 - @ 1080p with 24 hours onboard video storage per camera
 - Upgradable to 4k with 24 hours onboard video storage per camera
 - All kiosks must be compatible with the Genetec VMS
 - Compatible with any VMS and other systems via web service and/or application programming interface (API)
- Air quality monitoring
- Pedestrian counting
- Micro-climate monitoring

Kiosk Physical Characteristics / Requirements

- Kiosks shall have the same or better physical characteristics as the following:
 - ADA Compliance
 - Minimum touchscreen height (ADA enabled) = 15 inches

- Maximum touchscreen height (ADA enabled) = 48 inches
 - Side reach maximum (i.e. footing-to-screen distance) = 10 inches
 - Leading edge of protrusion must be less than 27 inches
 - Electrical Requirements
 - Designed, Inspected and labeled to UL standards Footing/Structural
 - To be designed by regionally licensed structural engineers to meet exact location requirements. These requirements take into consideration wind loads, soil types, regional codes and other site conditions.
 - Environmental Operating Conditions
 - Operating temperature: $\geq -30^{\circ}\text{F}$ to 130°F
 - Operating humidity: $\geq 5\%$ to 95%
 - Protective door glass is tempered and laminated with optical clear resin
 - Dust and water resistance
 - Designed for 20" flood water line
 - Display
 - Screen size: < 65 inches
 - Brightness: > 4000 nits
 - Minimum resolution: $> 1920 \times 1080$
 - Viewing angle: $> (\text{H} \times \text{V}) 178^{\circ} \times 178^{\circ}$
 - Dimmable based on ambient light sensor
 - Monitor brightness level around .24FC over ambient at 32ft.
 - Connectivity
 - Mobile Modem, LTE Advanced with SIM-based auto-carrier – upgradable to 5G when available
 - Single Mode Fiber Optic network connection
 - RJ-45 ethernet network connection
- Kiosks shall not exceed the following physical dimensions:
 - Height: 100"
 - Width: 40"
 - Depth: 20"

Integration and Data Requirements

- Kiosks must support (at a minimum) integration the following via web service and/or API:
 - Genetec VMS
 - Publicly available data sources
 - City data sources and systems that support web services and/or APIs
 - City's ESRI geospatial platform
- Providers must share all data collected with the City upon request at no cost and with no restrictions
 - The City will negotiate with the provider regarding shared data as well as the frequency and format for data sharing
 - At the sole discretion of the City, the City reserves the right to share information collected from the provider with other entities

Operations, Performance and Maintenance Requirements

- All kiosks must meet the following minimum performance requirements
 - Minimum kiosk up-time of 95% wherein the kiosks are fully functional not including scheduled maintenance and upgrades
 - Minimum application up-time of 95% not including application upgrades
 - 99% uptime for panic capabilities not including scheduled maintenance and upgrades
- During scheduled remote maintenance and upgrade periods during which time capabilities are not available the kiosks must display that maintenance or upgrades are underway and that the kiosk is currently down
- The provider must at the provider's expense meet the following operations requirements:
 - Kiosks must be cleaned daily including the removal of any graffiti
 - Broken or damaged kiosks must be replaced within 48 hours unless (due to the circumstances) the City grants additional time to repair or replace the kiosk
 - Kiosks including the user interface may not include flashing lights or text
 - Kiosks must be clearly identifiable as emergency kiosks via text on all visible sides of the kiosk as well as a pulsing blue light that is clearly visible from all angles at a distance of 200 ft

Individual Privacy and Security Requirements

- Prior to the deployment of any kiosks the City will work with the provider to develop a privacy and security policy regarding the operation of the kiosks. The policy will be tailored to the specific capabilities of the kiosks and will include at a minimum:
 - Intended use
 - Permissible nondiscriminatory implementation
 - Equitable implementation and technology access requirements
 - Permissible collection of personally identifiable information based in the intended use
 - Permissible use of personally identifiable information based on intended use
 - Permissible sharing of personally identifiable information with organizations
 - Requirements for safeguarding personally identifiable information
 - Requirements for the release of non-personally identifiable information in accordance with law enforcement, sunshine laws, and specific protections from sunshine requests
 - Personally, identifiable information is defined as any information that does or reasonably could be expected to identify a specific individual or a specific mobile device
- The provider will be required to certify all privacy and security requirements are met prior to deployment and shall assume all liability associated with and/or rising from the failure to adhere to the privacy and security policy.
- Under no circumstances will the kiosks collect, store, process, or transmit information deemed to be personally identifiable including information that could identify their mobile devices unless the information is provided by the user voluntarily
- If a user voluntarily provides personally identifiable information in order to take advantage of capabilities provided by the kiosks:
 - The information collected can only be used for the purpose for which it was provided
 - Information collected may not be stored once the purpose for which it was provided has been fulfilled

- Regardless of the intended purpose personally or device identifiable information may not be sold or provided to a third party

Other Requirements

- **Due to the primary purpose of the kiosks, all kiosks shall be considered City assets and donated to the City, as such, kiosks shall not be considered a commercial venture or a type of electronic billboard**
- The provider cannot charge users for access to any of the features, functions, or capabilities provided by the kiosks
- **The kiosks must support accessibility to ensure all users have full access to the capabilities provided by the kiosks**
- Any provider that intends to use advertising to offset their costs and/or generate revenue the following conditions will apply:
 - The provider shall not display any of the following types of advertisements on the kiosks:
 - political advertisements or displays designed to promote views of particular political groups or influence opinions of others on public policy issues;
 - advertisements or displays which involve nudity, partial nudity or pornographic, lewd or sexually explicit images or services that would be offensive to generally prevailing community standards;
 - tobacco;
 - content that could be deemed offensive by reasonable local community standards; or
 - advertisements or displays which condone any form of discrimination
 - Advertisements may not be animated and may only use swipe or fade transitions between advertisements
 - At their sole discretion, the Board of Public Service reserves the right to limit the type of advertising by geographical area or on a specific kiosk
 - When advertisements are displayed kiosks must remain clearly identifiable as information and emergency kiosks
- The City via the Board of Public Service reserves the right to demand the immediate (within 48 hours) removal (via written request) of kiosks that fail to perform as per performance requirements or if the provider fails to operate and maintain kiosk as agreed
- Providers will be responsible for permitting and all installation and or removal costs including restoration of the construction /installation area at the providers expense
 - The City will work with the provider to facilitate permitting and installation
- Provider must adhere to all applicable federal and state laws/regulations as well as City ordinances
- The provider shall assume all liability associated or arising from the operations and maintenance of the kiosks
- The City shall not be liable for any accidental or deliberate damage to kiosks
 - In the event of accidental or deliberate damage providers are free to pursue any legal remedies deemed appropriate by the provider and the City will support these remedies to the largest extent allowed by law.

Application Process

Proposal Submission Requirements

Proposals in response to this RFP are to be submitted to:

**Austin Kornis
St. Louis Development Corporation
1520 Market Street, Suite 2000
Saint Louis, MO 63103**

Seven paper copies of the proposals, in 8.5"x11" letter-size format, and one electronic copy in a PDF format must be received by 3:00 PM on September 28th, 2018.

Please limit your responses to the outline provided below. Proposals that do not respond fully to each request may be deemed non-responsive by the SLDC at SLDC's discretion. Responses will be scored based on the stated weights of each section, as identified by the number percentage after the section headings below. SLDC will not enter into any non-disclosure agreements regarding any information provided in responses. *Respondents that cannot meet the requirements under the scope of services may still submit responses; however, responses must clearly identify the requirements that cannot be met and the reason the requirements cannot be met.* Please provide the following information in sequence:

1. Features and Capabilities (40%)

- a. Provide a narrative response including the following.
 - i. Section I – Information about the provider.
 - ii. Section II – A narrative of how your proposed kiosks will fulfill the requirements outlined in the scope of services. Response must address all requirements following the same outline as the scope of services.
 1. Discrete description of all capabilities and applications provided by the kiosks listed by capability or application
 - iii. Section III – Comprehensive list of out of the box configurable options by capability or application.
 - iv. Section IV – Detailed narrative of how the provider will operate and maintain the kiosks as per the requirements in the scope of services including a list of contractors and/or sub-contractors (if known) that will assist with the installation, operations, and maintenance of the kiosks. If the provider intends to use contractors and/or sub-contractors; however, they have not been identified, provide a list of services where contractor support will be sought.
 - v. Section V – Detailed description of how the provider will recover costs and fund the deployment, operations, and maintenance of the kiosks based on a zero-dollar contract with the City. This must include any sources of provider revenue generated from the kiosks. If the provider will generate revenue from the kiosks the proposal must include a proposed revenue sharing model between the provider and the City.
 - vi. Section VI – Detailed description of the accessibility features built into the kiosks and accessibility standards met

vii. Section V – Declarations – Must be signed by General Counsel

2. Other Market Deployments and Demonstrations (30%)

- a. Provide a list of all markets where kiosks have been deployed, number of kiosks deployed in each market, and a point of contact for the City in which kiosks have been deployed whom can provide a reference and verify any deployment, operations, and maintenance claims included in the proposal.
- b. Provide pictures of at least 3 locations where kiosks have been deployed within the identified market/s.
- c. Screen shots of kiosk user interface applications that demonstrate the capabilities of the kiosks.
- d. Providers will be required to provide demonstrations which must include:
 - i. Making a demonstration kiosk physically available on site to the evaluation team in St. Louis at a location to be identified by the City
 - ii. Demonstration kiosks must be fully functional, and proposals must include all requirements to support the demonstration (power, network connectivity, etc.)
 - iii. Demonstrations must highlight ease of use
 - iv. A portion of the demonstrations will be evaluator driven wherein evaluators will interact directly with the kiosks without direction or limitations from the provider
 - v. Demonstrations must include how the kiosks are configured

3. Minimum Specifications (30%)

- a. Narrative of how the kiosks meet the specifications set forth in the scope of services
- b. Detailed technical specifications of the kiosks including technical documentation
- c. Historical performance of kiosks in the identified market associated with the performance and maintenance requirements set forth in the scope of services. Failure to provide historical performance information will result in the assumption that the provider has not / cannot meet the performance and operations requirements. Historical performance shall include at a minimum:
 - i. Average up-time of deployed kiosks
 - ii. Average down time due to hardware upgrades
 - iii. Average down time due to software updates
 - iv. Average time to repair or replace due to hardware or software failures
- d. Narrative of how the provider intends to meet all operations and maintenance requirements per requirement

Questions and Answers

Any questions related to this RFP should be submitted by email to Austin Kornsa at kornsa@stlouis-mo.gov by 5:00 PM on September 7th, 2018. All questions and answers will be posted on the City of St. Louis RFP website <https://www.stlouis-mo.gov/government/departments/sldc/procurement/index.cfm> by end of the day on September 14th, 2018.

Deviation from Scope of Services

If a respondent cannot, or is not willing to provide certain aspects of the above Scope of Services, please provide a detailed explanation for any deviation from the Scope of Services contained in this RFP. This includes proposing any *additional* services potentially beneficial to the project that may not be listed in the Scope of Services

Living Wage

If required by the provisions of the Living Wage Ordinance (Ordinance 65597), 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 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, 2018” or any successor rates may apply to this contract and will be paid by the Prime Consultant and any Sub-Consultants (See Attachment A).

Minority and Women-Owned (M/WBE) Business Enterprise 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 is included in Attachment B.

Equal Employment Opportunity

A. Consultant agrees that in performing under any Contract subject to this RFP, neither the Consultant nor anyone under Consultant’s control will permit discrimination against any employee, worker, or applicant for employment because of race, color, familial status, national origin or ancestry, sex, marital status, age, sexual orientation, gender identity or expression, religion or disability. 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, color, familial status, national origin or ancestry, sex, marital status, age, sexual orientation, gender identity or expression, religion or disability. 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, color, familial status, national origin or ancestry, sex, marital status, age, sexual orientation, gender identity or expression, religion or disability.

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 any Contract, or to furnish information or permit his books, records, and accounts to be inspected, within twenty-one (21) calendar days from date requested, the Contract may be cancelled, terminated, or suspended in whole or part and Consultant may be declared ineligible for further Contracts for a period of one year, by the option of the entity letting the contract. In the event the Contract is cancelled, terminated, or suspended for failure to comply with fair employment practices, the Consultant shall have no claims against the letting authority for damages as a result of such cancellation, termination or suspension.

E. Consultant shall further agree 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 the letting entity in writing of such suit or threatened suit within fourteen (14) calendar days.

Disclosure of Potential Conflict of Interest

Provide a statement regarding any potential conflict of interest issues the firm assigned to this project might have or encounter. This project may involve development in association with a number of public and private concerns, including, but not limited to, the City of St. Louis, St. Louis Development Corporation, or the Land Clearance for Redevelopment Authority of the City of St. Louis.

Please indicate whether relationships exist with these entities.

Selection Process

A selection committee will convene to review and score all responses based upon the stated weights of each section. SLDC, or its designated selection committee, reserves the right to require an interview of respondents at a place and time to be determined by SLDC or its designated selection committee. Once the successful respondent is selected, SLDC will notify that respondent, and contract negotiations will begin.

SLDC reserves the right to modify or eliminate certain criteria or establish further criteria for evaluation of proposals, to require additional submissions, to waive any informality in submissions, to modify its selection process, to reject any or all proposals, and to negotiate with successful respondent.

Employment of Unauthorized Aliens Prohibited

Prior to contract execution and as a condition of final award, the selected Consultant shall by 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, as amended. The Affidavit of Compliance that must be submitted by the chosen Consultant prior to contract execution is included in Attachment C.

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 sub-consultant'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.

Admonition

Any communications relating to this RFP, written, oral, electronic or otherwise, between firms submitting proposals in response to this RFP (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

SLDC reserves the right to reject any or all submissions for any reason, in its sole discretion; to recommend one or more respondents to a contracting entity; to void this RFP and the review process and/or terminate negotiations at any time; to revise any conditions and stipulations contained herein, as convenient or necessary; to further negotiate fees, rates and financial arrangements, etc. on behalf of a contracting entity as authorized; to establish further criteria for selection; to ask respondents to submit additional information or evidence of their qualifications and experiences; to waive formalities and informalities in the submissions and in the submission process; and to negotiate with respondents; to reject any and/or all submissions for any reason, in its sole discretion. Respondents may be asked to make one or more presentations and participate in interviews.

SLDC Responsibility

SLDC is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the SLDC's sole judgment and their judgment shall be final.

RFP Timetable: The timetable for this RFP is as follows:

Event	Date
Release of RFP:	August 28 th , 2018
Questions Due by 5:00 PM (Central Time):	September 7 th , 2018
Questions and Answers posted online at: https://www.stlouis-mo.gov/government/departments/sldc/procurement/index.cfm	September 14 th , 2018
Proposals Due by 3:00 PM (Central Time):	September 28 th , 2018
Selection date (anticipated):	Week of October 8 th , 2018
Contract negotiation (anticipated):	Week of October 15 th , 2018

Contract Start Date (anticipated):

November of 2018

Substantial Completion of Initial Phase:

January of 2019

ATTACHMENT A

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2018

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 **\$12.99** 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 **\$17.40** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$4.41** 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, 2018**. 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 www.stlouis-mo.gov/government/city-laws/ordinances/ordinance.cfm?ord=65597 or obtained from:

City Compliance Official
c/o St. Louis Airport Authority
St. Louis, Missouri
(314) 426-8111

ATTACHMENT B

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 <https://flystl.diversitycompliance.com/?TN=flystl>.

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 to 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.

