

**ST. LOUIS COUNTY REQUEST FOR PROPOSALS FOR
GOVERNMENT AFFAIRS SERVICES
RFP 2022-05-TP**

PROJECT DESCRIPTION

The County is seeking proposals to retain the services of a lobbyist to work with the County to address matters in which the County needs professional assistance before the Missouri state legislature, individual state legislators, the Governor, and other state agencies throughout the legislative session.

ANTICIPATED SCHEDULE	
Expected number of contracts to be awarded	1
Deadline for Questions & Comments	4/13/2022
Proposal Due Date and Time	Thursday, April 21 st , 2022, 5:00PM CST
Award of Contract (Tentative)	Friday, July 1 st , 2022
CONTRACT	
Estimated Budget or Range	\$12,000 monthly
Expected Duration of Agreement	12 months
Options to Extend	4 times for 12 months each
Payment method	monthly invoices based upon fixed sum for deliverables or work completed
DESIGNATED POINT OF CONTACT	
Therese Parker	mparker@stlouiscountymo.gov

While this solicitation is ongoing, communication with County Staff regarding it is prohibited other than through the Designated point of Contact, and the specific types of communication defined in Section 107.401 SLCRO.

Submit questions and comments to the designated Point of Contact above. Responses will be given through the St. Louis County Vendor Self-Service (“VSS”) portal at <https://stlouisco.munisselfservice.com/Vendors/default.aspx>.

The VSS Bid Number for this solicitation is: 1490. Use this number to search for this RFP in VSS.

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I. INSTRUCTIONS FOR PROPOSERS

A. Pre-Submittal Activities

1. Registration

Organizations or individuals interested in responding to this RFP must register online in the County's Vendor Self-Service (VSS) portal at: <https://stlouisco.munisselfservice.com/Vendors/default.aspx>. There is no fee to use the portal. For system-related issues notify the Designated Point of Contact.

2. Questions, Comments, and Exceptions to the Solicitation

- a) Submit all questions, comments, exceptions, and suggestions, including notifications of apparent errors, to the Designated Point of Contact. Questions and comments received after the deadline for Questions and Comments may not be acknowledged.
- b) If taking exceptions to any portion of this solicitation, identify each specific section and paragraph number to which exception is taken. If requesting changes or additional language, identify specific words or phrases to be changed and provide new requested language. If the County agrees to the changes, the solicitation will be revised and an addendum will be posted.
- c) Failure to take exceptions prior to the deadline stated or as otherwise directed will be deemed a waiver of any objection. Proposals that are conditional or that include material exceptions to the specifications or to any terms may be considered non-responsive and will be rejected.
- d) Requests for complete replacement of the County's Standard Agreements will not be granted.

3. Revisions to the Solicitation

- a) The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be posted as addenda on the Vendor Self Service site. No other revision of this solicitation will be valid. Proposers are responsible for ensuring that they have received all addenda prior to submitting proposals.
- b) The County may request additional or clarifying information and may discuss and negotiate any component of a proposal from any proposer, at the discretion of the Director of Procurement and in accordance with any applicable ordinances. Negotiations or requests by the County are not counteroffers or rejections of any original proposals.

B. Communication

1. County solicitations, once published, are under a "Cone of Silence. Other than the Designated Point of Contact, no proposer or person acting on behalf of a prospective proposer may discuss matters relating to evaluations or proposals with any officer, agent, or employee of the County except the specific types of communication defined in the solicitation or the County Purchasing Code, unless the information relates only to administrative requirements, such as due dates, access to the Vendor Portal, or similar subjects.
2. Outside of evaluation committee meetings, members of an evaluation committee and associated subject matter experts may not communicate about matters involving an ongoing solicitation with co-workers, supervisors, directors, individuals in other departments, or other County staff that is not directly involved in evaluating proposals, other than as described in the County Purchasing Code.
3. Violations of the prohibition on communication by a proposer or proposer's representative will result in rejection of the proposal by the Director of Procurement and may result in a proposer being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.

C. Pre-proposal conference and site visits

1. If ADA accommodations are required to attend a pre-proposal conference or site visit, submit a request for accommodations to the Designated Point of Contact.
2. Answers to questions raised prior to and at the pre-proposal conference will be posted as addenda on the Vendor Self Service site.
3. If the pre-proposal meeting is mandatory, proposers who do not attend will be disqualified.

D. Modification or Withdrawal of Proposal

1. Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After the Due Date and Time, proposals may not be modified unless requested by the County. The County requests that proposals remain open for at least 120 calendar days after opening.

E. Joint Proposals

Unless otherwise specified, a proposal may be submitted by several entities or individual as a joint proposal, but the County will only sign a single contract with one party that will be responsible for performance under the contract. All included entities however, will be required to undergo the same background checks before execution of a contract.

F. Organizational Conflict of Interest

1. No person or entity that has assisted the County directly or indirectly in preparing specifications, requirements, or any cost estimate associated with the procurement, or who, through access and exposure to information not available to other proposers would receive an unfair competitive advantage, may submit a proposal in response to this RFP. Proposers that received assistance from any such person or entity or who will use the person or entity in performing the services will be disqualified. This prohibition does not apply to general and non-specific advice or information offered to the County prior to publication of the solicitation, or to comments made at a pre-proposal conference or subsequent to publication of the solicitation.
2. Proposers and subcontractors or subconsultants are eligible for contracts with the County only if they are not currently, and will not, during the performance of the required services, participate in any other similar work involving a third-party with interests currently in conflict or likely to be in conflict with the County's interests.

G. Proposal Submission

1. All documents must be completed electronically. Other than signatures, handwritten responses, whether or not submitted electronically, will be rejected.
2. If directed to submit information as one or more PDF, Excel, or other electronic files, include the solicitation number in all filenames.
3. No proposals or modifications submitted by email or fax will be considered. All proposals must be submitted by the Due Date and Time via the County's Vendor Self Service portal.

H. No Commitment

This RFP does not commit the County to make an award, nor will the County pay any costs incurred by proposers in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

I. Non-Compliance

Failure to comply with the requirements of this RFP or evidence of unfair proposal practices may cause rejection of the proposal.

J. Ownership of Proposals and Materials

All opened proposals, including documents and materials submitted with proposals, become the property of the County.

K. Disclosure of Proposals

1. The County is subject to Chapter 610 of the Revised Statutes of Missouri. With selected exceptions, the contents of any submissions during the RFP process will be treated as open records and will be open to inspection after a contract is executed or the County rejects all proposals.
2. Documents protected by law from public disclosure will not be disclosed if clearly marked with the word "Confidential" on each applicable page, with each confidential provision clearly identified. A mere list of confidential pages will not suffice to meet this requirement. Requests to treat the entire proposal as confidential will be rejected and will result in no part of the proposal being treated as confidential.
3. Trade secrets may be marked as confidential only to the extent they meet the requirements of the Missouri Uniform Trade Secrets Act. Only information claimed to be a trade secret at the time of submittal to the County and marked as confidential will be treated as a trade secret.
4. Submission of any materials in response to this RFP constitutes:
 - a) Consent to the County's release of such materials without notice to the person or entity submitting the materials; and
 - b) Complete waiver of all claims against the County and its officers, agents, and employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused damage by allowing the proposal or materials to be inspected; and
 - c) Agreement to hold the County harmless for release of such information; and
 - d) Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

L. Emergency Extension of Submittal Deadline

If an emergency or unanticipated event interrupts normal County business or processes so that proposals cannot be received by the exact time specified in the solicitation, and urgent County requirements preclude amendment of the RFP, the time specified for receipt of proposals will be deemed extended to the same time of day specified in the RFP on the first work day on which normal County business resumes.

M. Estimated Quantities

If the solicitation results in an indefinite quantity or requirements contract, the actual amount of goods and services requested by the County may be less than the maximum

value of the contract and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the contract.

II. PROPOSAL EVALUATION AND CONTRACT AWARD

A. Determination of Responsiveness

1. Each proposal will be reviewed to determine whether it conforms to the instructions set forth in this solicitation. The County, in its sole discretion, may waive minor irregularities in proposals and submissions if it determines that there will be no advantage provided to the proposer and no other proposer would suffer a disadvantage.
2. Failure to conform to any revisions in instructions or specifications may render a proposal non-responsive.
3. If a proposal is found nonresponsive, the County will notify the proposer and the proposer will no longer be included in any activities or correspondence regarding the solicitation.

B. Evaluations

1. The County will establish a committee to evaluate responsive proposals. Evaluations will be based on the criteria specified in the RFP as well as information gathered from background checks and oral presentations. Proposals will not be evaluated solely on price. Inaccuracy or errors within a proposal may result in rejection of the proposal. After reviewing all responsive proposals, the evaluation committee may recommend one or more top-ranked proposers for final negotiation of contract terms.
2. Alternatively, the committee may establish a list of proposers to be invited for oral presentations and demonstrations, after which proposers may be allowed to amend their proposals and submit best and final offers. After final evaluations of proposals and presentations, the evaluation committee may recommend one or more top-ranked proposers for final negotiation of contract terms.

C. Determination of Responsibility

Prior to awarding a contract, the County will make a determination of a proposer's responsibility based on initial information submitted in the proposal, information submitted upon request by the County, information resulting from the County's inquiry of proposer's references and investigations into the proposer's background, and the County's own knowledge of the proposer. The County will take into consideration matters such as the proposer's integrity, compliance with public policy, record of past performance, and financial and technical resources. Proposers determined to be non-responsible and who cannot be made to be responsible within timelines set by the County will not be considered further.

D. Contract Award

1. Award, if made, will be to the responsive, responsible proposer or proposers offering the best value to the County for the services and goods described in this solicitation, or if applicable, for a specific portion of the services and goods described. Failure to award a contract to lowest cost proposer will not constitute a valid cause of action against the County.
2. Contract award will be made by action of the County Council or as otherwise may be allowed by County ordinance.
3. Debriefings, if requested, will only be provided after contract award.

III. PROPOSAL CONTENTS AND FORMAT

Proposals must demonstrate that the proposer has the experience, capacity, training, knowledge, and skills necessary to successfully perform the required work. Include all information that would enable the County to make a fair assessment.

Include a detailed pricing proposal with the total price for all services to be performed, inclusive of time in hours for the completion of each task and items which are normally referred to as reimbursable expenses, i.e., travel, meals, and lodging. This total will be the price used in determining point scores for evaluation purposes. No reimbursement will be made for out of pocket or reimbursable expenses, which must be included in the total price.

If including any optional services or products, price and label such services or products as optional, and include those in an addendum. These optional services or products will not be used to evaluate the proposal or price.

A. Proposal Format

Submit proposals in the following order. Number all pages of the proposal.

B. Experience and Capability

1. Experience
Provide a summary of experience providing similar services, demonstrating the experience and capacity necessary to successfully perform the services required by this RFP. Include examples, descriptions of work completed, and outcomes, if known.
2. Organizational Capacity
Provide evidence of adequate human, organizational, technical, and professional resources and abilities to meet the needs of this solicitation. Include an organizational chart for organization responding to this solicitation and describe the organization's expertise and capability to complete the proposed work.

3. Key Personnel

If certain individuals are essential to completion of the proposed work, they will be considered Key Personnel. Include their resumes, a description of their past work related to proposed services, and proposed role on the project team for the duration of the engagement. If the County accepts the proposal, Key Personnel may not be replaced without the County's approval and no substitutes may be made unless the County accepts the substitute as substantially equivalent.

C. Proposed Services

1. Describe the services to be provided and a work plan for delivering them. As applicable, include a detailed breakdown and description of the specific steps that will be followed to perform the services required by this RFP. Include a proposed schedule for the completion of the services and the deliverables, including the start and end dates and intermediate delivery dates.
2. List the types of documents and materials that must be provided by the County for completion of the services described in the RFP

D. References

If references are required, each reference must include the organization's name, contact telephone, email information, and a description of the specific services provided. It is the responsibility of proposers to ensure that this information is current and accurate. If the proposer is contractually prohibited from disclosing a client in a manner which would be public, the work provided for the client must include sufficient detail to provide a demonstrated record of success in similar engagements.

E. Supplemental Services (optional)

List any other related and recommended products or services not specified in this RFP which may be considered when deemed in the best interest of the County for the services sought. This section may include suggestions for innovative methods or concepts that might be beneficial to the County if the requirements established in this RFP are met.

F. Supplementary Documents

If additional documents and materials are appropriate, or have been requested, provide them in the following order as applicable:

1. Minimum Qualifications, using County forms if such are provided
2. Financial Documents if requested.
3. Samples, drawings, illustrations and related items.

G. Required Forms

1. Work Authorization Affidavit for Business Enterprise Entities Pursuant to 285.530 R.S.Mo. (Attachment 1)
2. Authorized Signatures (Attachment 2)
3. Exceptions to Section 9 (Attachment 3)
4. Price Proposal Form (Attachment 4)
5. M/WBE Certification (if applicable, required at time of proposal submittal)
6. Affidavit of Compliance with SLCRO 12.020 (Attachment 5)
7. Affidavit of Compliance with MSRo 34.600
8. Copy of Missouri Secretary of State Registration showing current status
9. E-Verify Memorandum of Understanding found at <https://www.e-verify.gov/>

IV. POST AWARD

A. Disclosures

If applicable and requested by the County prior to commencing work, the selected proposer must:

1. Disclose all pending litigation and tax liens;
2. Disclose all criminal charges where the company and/or officers, and/or owners of over 10% of the company are defendants regarding the charges;
3. Provide audited financial statements for the past three fiscal years, if requested by the County.

B. Staff agreements

If the work requires access to County documents that include materials not available to the general public, the County may require execution of a non-disclosure or similar agreement prior to providing access to such materials. Regarding any agreements requested by the County, the selected proposer must agree to collect, store, and maintain signed agreements for all staff, which may cover such matters as confidentiality, conflict of interest, or other matters deemed important by the County.

V. PROTESTS

Protests that do not comply with the protest procedures outlined below will be rejected.

A. Protest Eligibility

1. Protests or objections may be filed regarding the procurement process, solicitation or addendum content, or contract award.
2. The County will review only protests submitted by actual or prospective proposers. Protests by actual or prospective subcontractors will be rejected.
3. Protests that simply disagree with the recommendation of the evaluation committee will be disregarded.

B. Protest Deadlines

File protests with any supplemental materials by 5 p.m. CST, as appropriate, on the deadlines set forth below. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental protest materials filed after the relevant deadline will not be considered unless the County determines that there are extenuating circumstances.

1. If relating to the content of the solicitation or any addendum, including protests related to M/WBE requirements, file within five business days after the date the County releases the solicitation or addendum with the revised content.
2. If relating to notice of non-responsiveness, file within five business days after the County issues such notice.
3. If relating to the intent to award, file within five business days following the County's notice of intent to award by placing the item on the calendar of the County Council.
4. The date of filing is the date the County receives the protest, unless received after 5 p.m. CST, on a non-Business Day, in which case the date of filing will be the next Business Day.

C. Protest Contents

Protests must be submitted in writing to the Director of Procurement. Protests that simply disagree with the decision of the evaluation committee will be rejected. Include all of the following in the letter of protest:

1. Detailed grounds for the protest, supported with technical data, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
2. The law, rule, regulation, or policy upon which the protest is based, alleging a clear violation of a specific law, rule, regulation, or policy; and

3. Identification of proprietary and confidential material, which must be indicated by:
 - a) Stating on the front page of the protest document that proprietary material is included; and
 - b) Identifying the alleged proprietary information wherever it appears within the protest documents.
4. Protest documents will not be withheld from any interested party outside of the County unless withholding the information is required by law or regulation. Identifying either the entire contents or the majority of contents of a protest as proprietary or confidential will result in no part of the protest being treated as proprietary or confidential by the County.

VI. PROPOSER CERTIFICATIONS

By submitting a proposal, each proposer certifies that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- It is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- All required licenses, certificates and permits are or will be valid at the time of contract award and will be kept valid for the duration of the contract; and
- Neither proposer, its employees, nor any affiliated firm providing goods and services contemplated by this solicitation has prepared the plans, specifications, or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- It is unaware of any financial or economic interest of any public officer or employee of the County relating to this solicitation.

VII. CONTRACT REQUIREMENTS - STANDARD TERMS AND CONDITIONS

The following contract terms, in addition to requirements and services identified in this solicitation, will be included in the contract entered into by the County and the successful proposer. The County expressly reserves the right to include any additional or different terms in the contract.

A. Conflicts of Interest

1. Contractors and their agents currently doing business with or planning to seek contract awards from the County may not offer gifts to County officers, employees, or agents. County officers, employees, and agents may not solicit or accept gifts, gratuities, favors, or anything of monetary value from contractors,

potential contractors, or parties to sub-agreements. This includes all gifts, gratuities, favors, entertainment, loans, and such items as liquor, lodging, travel, food, and tickets to public functions such as sports events, theaters, etc. Any party offering gifts in contravention of these requirements may be found non-responsible and barred from entering new contracts with the County by the Director of Procurement, may have current contracts terminated, and may be subject to further legal action.

2. Contractors may not employ as a director, officer, employee, agent, or sub-contractor any elected or appointed official of the County or any member of his/her immediate family.
3. Throughout the duration of the contract, the Contractor agrees to disclose any pending or active investigations or litigation that may affect the ability of the Contractor to carry out the project.

B. Contingent Fee

Proposer warrants that no agreement has been made with any person or agency to solicit or secure this contract upon an understanding for a gratuity, percentage, brokerage or contingent fee in any form to any person excepting bona fide employees of proposer or bona fide established commercial or sales agencies. For breach of this warranty, County may terminate the right of the proposer to proceed under this contract and will be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of this contract. As a penalty in addition to any other damages to which it may be entitled to by law. County may recover exemplary damages in an amount to be determined by the County, which amount will not be less than three nor more than ten gratuity, commission, percentage, brokerage or contingent fee. The rights and remedies of County as provided in this Paragraph are not exclusive and are in addition to any other rights or remedies as provided by law.

C. Non-Discrimination of Employment

Contractor may not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Such action shall include, but not be limited to, the following employment upgrading, demotion or transfer, rates of pay or other forms of compensation, and selection for training including apprenticeship. In the event of Proposer's noncompliance with the provisions of this paragraph, the contract may be terminated or suspended in whole or in part and Proposer may be declared ineligible for further County contracts.

D. No Agency

Except as the County may specify in writing, the Contractor has no authority, express or implied, to act on behalf of the County in any capacity whatsoever, as an agent or otherwise, or to bind the County or its members, agents, or employees to any obligation whatsoever, unless expressly provided in this contract.

E. Independent Contractor

The relationship of the Contractor to the County will be that of independent contractor and no principal agent or employer-employee relationship will be created by the contract. Contractor will have and retain full control of all hiring, compensation, and discharge of its employees and will be fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax, and all other laws and regulations governing such matters.

F. No Assignment

Contractor may not assign, sublet, or otherwise transfer this contract, or any rights under or interest in this contract, without the written consent of the County, which may be withheld for any reason, provided however, that claims for money due to Contractor from the County under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to the County in writing.

G. Subcontracts

Subcontractors may not perform work under this contract without the prior written approval of the County. Regardless of any such approval, the Contractor is responsible for all services performed under the contract, whether self-performed or performed by a subcontractor, and will be fully responsible to the County for the acts, errors, or omissions of the subcontractor and persons employed by the subcontractor. Nothing contained in this contract or in any subcontract will create any contractual relationship between any subcontractor and the County.

H. Debarment and Suspension

Contractor certifies and represents that is not debarred, suspended, or otherwise excluded from, or ineligible for participation in, federal, state, or County programs or activities.

I. Compliance with False Claims Act

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

J. Termination

1. Termination for Cause. Should the Contractor fail to perform in accordance with the terms of this contract or otherwise materially breach the terms, the County will send a notice to cure. If Contractor fails to cure the problems to the County's satisfaction within ten days of receiving such written notice, the County may immediately terminate the contract and seek recovery.
2. Termination for Convenience. The County may terminate the contract or a task order, if applicable, in whole or in part, at any time by written notice to the Contractor. Contractor will be paid its costs, including contract closeout costs and profit on work performed up to the time of termination. After receipt of such notice, the contract will automatically terminate without further obligation of the parties. If Contractor has any property in its possession belonging to the County, Contractor will return it to the County or account for and dispose of it in the manner that the County directs, prior to the release of payment by the County.
3. Contractor's Deliverables under Early Termination. Before any settlement cost is paid, the County must have received and accepted all documents and correspondence required as part of the Scope of Work/Deliverables or included in Task Orders, including all documents that are in complete and final form and those in draft and/or incomplete form for deliverables that are in progress and have not been accepted as complete.
4. Invoice and Payment Under Early Termination. Separate final invoices for project-related costs and for termination settlement costs must be submitted no later than 30 calendar days after the notification of termination. Contractor's acceptance of final payment releases the County from all claims by Contractor for issues arising under the contract.

K. Funding Out

The contract shall terminate at such time, if any, that the County Council fails to appropriate sufficient sums in the budget year for which the contract applies to pay the amount due.

L. Indemnification

Contractor agrees to indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, agents, and volunteers from and against all claims, damages, losses, liabilities, and expense, to the fullest extent permitted by law, including attorneys' fees, for injuries to persons or damage to property occasioned by any acts or omissions of Contractor, its subcontractors, agents, independent contractors or employees, and for any breach of the covenants, representations, certifications, and warranties made by Contractor in connection with this contract. This section regarding indemnification applies to all liability, regardless of any applicable insurance policies. The

policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. This section of the contract will survive in perpetuity.

M. Contract Fees

The fees quoted by the Contractor will remain firm during the contract term unless otherwise agreed to by the County.

N. Books and Records

Contractor will generate and maintain, in accordance with appropriate accounting practices and procedures, book, records, ledgers, receipts, accounts, back-up documents, and all other information related to performance under the contract, which shall be made available for the County's inspection upon the County's request.

O. Data Privacy and Security Requirements.

1. The Contractor may have access to proprietary and confidential materials regulated by federal, state, or local laws and regulations, and will be required to safeguard any such materials from any disclosure by establishing and maintaining data privacy and security measures and requirements for all information, data, documents, and materials that Contractor receives, generates, collects, and maintains in performing the services required. The Contractor will be fully liable and agrees to indemnify and defend the County against any action resulting from any disclosure of any confidential or personally identifiable information related to any individual, or confidential information related to the County, if such disclosure is caused by employees, agents, or subcontractors of the consultant. The County reserves the right to examine all laptops, flash drives, and other media on persons entering or leaving Department property.
2. Depending on the work undertaken, the County may require certain consultant staff to be fingerprinted, pass security requirements, and undergo criminal background checks as specified by the County, and may, at its sole discretion, deny access to any individual.
3. Contractor may not use for financial gain, disclose, or make other improper use of confidential or otherwise privileged information that is acquired in connection with this contract. This includes personally identifiable information, knowledge of selections of contractors or subcontractors in advance of an official announcement by the County, and all other information that is not normally made publicly available or that has not yet been made publicly available by the County.

P. Invoices; Required Reporting and Documentation

Invoices must include a description of services or goods provided with subtotals for each, as applicable, dates provided, dates and hours worked by each individual and personnel performing services if applicable, the contract number, the amount due, and contractor name and contact information. If subcontractors are used, invoices must include a description of payment to subcontractors, and if requested by the County, acknowledgement by subcontractors that they have received payment or other documentation sufficient to convince the County that payment to subcontractors and suppliers has been made. Incomplete invoices may be rejected and returned without payment.

Q. Remedies for Breach

If Contractor materially breaches any term of the contract or any other applicable requirement, the County, in its sole discretion, may take such actions as appropriate and permitted by law, including wholly or partially suspending or terminating the contract; suspending payment for services under the contract; and seeking any and all damages and remedies available at law and in equity under this contract or otherwise.

R. Force Majeure

Either party is excused from performance if such non-performance results from acts of God, war, riots, acts of governmental authorities, widespread supply chain disruptions, changes requested by County, or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected. Should such an event occur that could not have been overcome by the exercise of due diligence or planning, the party unable to perform agrees to promptly notify the other party and pursue its best efforts to resume performance as quickly as possible, suspending performance only for such time as is necessary due to the force majeure event. In such cases, the County will not assess liquidated damages or avail itself of other remedies, but may, at its discretion, allow time to cure the non-performance or terminate the contract in whole or in part.

S. Ownership of Deliverables

Any work product prepared or developed pursuant to this solicitation will be the property of St Louis County, including all calculations, notes, photos, recordings of any kind, samples, estimates, and field notes. All property rights, including intellectual property rights such as copyrights or patents that arise from creation of deliverables or other work products required by this contract to be developed for the County shall be the property of the County and Contractor relinquishes all claims to such property.

T. Disentanglement

On termination of the contract, Contractor will provide all documents, data, drawings, plans, manuals, warranties, specifications, and other materials that will enable a complete transition of services to the County or any third party designated by the

County, and will perform such additional tasks as may be necessary to enable the County or its designated third party to assume provision of the services without any interruption or adverse impact on any party's provision of services or on County activities. All such disentanglement activities are considered part of base services and must be completed to the County's satisfaction before final payment is provided.

U. Order of governance:

In the event of conflicting provisions, the following order of precedence will apply:

- 1) Change Orders
- 2) Scope of Work / Technical Provisions in executed contract
- 3) County Standard Terms and Conditions
- 4) The RFP
- 5) Proposal

V. Governing Law

This Contract is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri will govern the construction of this contract and any action or causes of action arising out of this contract. All claims or causes of action arising out of this contract shall be litigated in the Twenty-First Judicial Circuit Court of the State of Missouri

W. County Insurance Requirements

The Contractor must maintain the following insurance coverage for the duration of any contract resulting from this RFP. No services may be commenced under this contract unless the Contractor has provided the County with Certificates of Insurance for all required coverage. Any notice of policy cancellation, termination or modification of any kind must be provided to the County within 30 calendar days of the change. Failure to maintain insurance will be considered a material breach.

1. Commercial General Liability (CGL) and, if necessary, commercial general umbrella insurance with a limit of no less than \$1,000,000 per each occurrence. CGL insurance must be written on ISO occurrence form CG 00 01 04 13 or a substitute form providing equivalent coverage, and must cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury and advertising injury and liability assumed under an insured contract, including tort liability of another assumed in a business contract.
2. Business Automobile Liability - a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Limits of not less than \$1,000,000 per accident

for bodily injury and property damage claims that may arise as a result of operations under this contract.

3. Workers Compensation Insurance and Employer Liability with statutory limits and Employer Liability Insurance with limits no less than \$500,000, if required by law.
4. Professional Liability (Errors & Omissions) Insurance appropriate to the Contractor's profession. Coverage will apply to liability for a professional error, act, or omission arising out of the scope of the Contractor's services under this contract. Coverage must be written subject to limits of not less than \$1,000,000 per occurrence. If there is an annual aggregate limit, it must be in the amount of \$3,000,000. If the policy is written on a claims made form, the insurance coverage must be retroactive to the earlier of date of the contract or the commencement of the Contractor's work on the project, and must remain in effect until the expiration of the applicable statute of limitations for all possible claims.

VIII. SCOPE OF WORK

A. Project Summary

The County seeks to retain the services of a lobbyist to work with the County to address matters in which the County needs professional assistance before the Missouri state legislature, individual state legislators, the Governor, and other state agencies. State lobbying services will include, but are not limited to, the following:

1. **Assisting** the County in closely tracking and analyzing State legislation and responding to legislative items via appropriate methods such as the Missouri General Assembly's Legislative Oversight Office and Fiscal Note process.
2. Identifying, proposing, responding and submitting to the State Government and agencies critical items for securing funds for County government and community projects.
3. Working with the County Executive and his staff and the County Counselor in developing an agenda of priorities for state legislation and policies, with specific attention to items that affect the operations of County government, County budget, County residents, and possible earmarked funds which can be obtained through state appropriation and/or grant processes.
4. Holding regular briefing sessions with the County Executive and his staff regarding state issues facing local governments and other insights about the General Assembly landscape.
5. Assisting with identifying eligible state funding sources for approved County endorsed projects.

6. Advising of and, at times, attending relevant hearings and markups.
7. Advocating County issues with members of the General Assembly and key staff.
8. Developing strategies to affect state legislation.
9. Preparing position papers and presentations regarding current or potential state legislation or policy that will impact the County and the St. Louis region.
10. Providing staff support for the County Executive at specified meetings of member associations or organizations dealing with legislative or regulatory issues.
11. Providing timely narrative reports /communications regarding legislative priorities to the County Executive and his staff.
12. Assisting in the development of relationships with legislators, state agencies, local governments, and community organizations consistent with the strategic advocacy plans.

B. Documentation and Capacity to Provide Requested Services

- Submit descriptions of successes in developing similar recommendations and plans for government agencies or similar organizations.

C. Background

St. Louis County is the largest political subdivision in the State of Missouri, responsible for delivering services to around one million residents. Eighty-eight municipalities are located within the County's borders, and about one-third of the County's residents live in unincorporated areas, with the County providing all direct services to those residents. The County is also one the St. Louis region's largest employers, with over four thousand employees, including over 1,200 police department employees.

Other local governments, municipalities within St. Louis County, and regional quasi-government institutions are represented by legislative lobbyists in Jefferson City. For example, the City of St. Louis, the Mayor's Office of the City of St. Louis, the Office of the Treasurer of the City of St. Louis, the City of St. Louis Mental Health Board, the City of St. Louis Senior Fund, the City of St. Charles, St. Charles County, Boone County, Caldwell County, Clay County, Cole County, Greene County, Jefferson County, Jackson County, Arnold, Branson, Chesterfield, Clarksville, Clinton, Columbia, Dardenne Prairie, Eureka, Fayette, Florissant, Grain Valley, Hazelwood, Hollister, Independence, Jefferson City, Joplin, Kansas City, Lee's Summit, Liberty, Maryland Heights, Maryville, Mexico, Moberly, O'Fallon, Richmond Heights, Springfield, Wildwood.

St. Louis County has been represented by a lobbyist in the state capitol since the Spring of 2020, after previously not having a lobbyist. The County wishes to continue to develop constructive relationships with the leaders of state government. It is critical that St. Louis

County have stable, adequate representation which can be potentially relied upon for multiple years. This lobbyist will represent St. Louis County in front of our state elected officials and have the support of a dedicated professional to handle state government affairs and lobbying on behalf of the County. Accordingly, St. Louis County now seeks proposals from suitably qualified professionals and firms to represent it in the state capitol.

D. Payment

Monthly payments will be made to selected firm.

E. Deliverables

Firm will be expected to build, maintain, and improve relationships with legislators, state agencies, local governments, and community organizations consistent with the strategic advocacy plans.

F. Place of Performance

Firm will be expected to meet with members of the Missouri state legislature, the Governor, and other state officeholders and their staffs both in-person and virtually in Jefferson City, as well as in St. Louis County.

IX. MINIMUM QUALIFICATIONS

Proposals that do not demonstrate at least three out of the following requirements will be rejected and will not be considered further:

- Experience working in or with the State of Missouri's legislative and executive branches of government;
- Proposer certifies that personnel performing services for the County are registered with the Federal Government and the State of Missouri and will comply with all applicable Federal, State, County and Local laws which govern lobbying activities;
- Proposer will undertake and commence the services upon the execution of the Contract on the specified timeline

X. EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation Committee according to the following criteria:

- Qualifications including ability, capacity, and skill to perform the services (Weight or points=25)
- Record of performance and success in the past five years for projects or services of a similar nature (Weight or points = 15)

- Proposed approach to perform the Scope of Services for this RFP (Weight or points = 15)
- Related experience of firm and team members (Weight or points = 20)
- M/WBE certification of Proposer (Weight or points= 15)
- Cost (Weight or points=10)



**ATTACHMENT 1 -
WORK AUTHORIZATION AFFIDAVIT FOR CONTRACTS OVER \$5,000.00**

Missouri Revised Statutes Section 285.530(2) requires recipients of St. Louis County contracts in excess of \$5,000 to provide a sworn affidavit and documentation showing that the contracting party participates in a federal work authorization program with respect to employees working on the contracted services.

Forms and instructions may be found here:

<https://stlcsf.smapply.io/protected/resource/eyJ0ZnJlljogOTk2NDA3NzEsICJ2cSI6IDE0MDk1OX0/>

A completed form must be included with all proposals. No contract may be awarded to an entity that does not provide the required form.

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**ATTACHMENT 2 -
AUTHORIZED SIGNATURES**

Name of firm or organization		
List the name and title of those individuals in the organization who are authorized to execute proposals, contracts, and other documents and/or instruments on behalf of the organization. Specify if more than one signature is required.		
Name	Signature	Title
Name	Signature	Title
Name	Signature	Title
Name	Signature	Title
Name	Signature	Title
Name	Signature	Title

Organization's primary contact person regarding this RFP.

Name: _____

Title: _____

Phone number: _____

E-mail: _____

**ATTACHMENT 3 -
PRICE PROPOSAL**

Estimate the number of hours required for performance of each task and submit a proposed total cost for the services to be provided. The contract resulting from this RFP will be a fixed-price contract. However, in the event additional services may be requested, include hourly rates for staff that will be performing work on this project. Hourly rates must be inclusive of all administrative, travel, report production, general overhead, profit and related expenses.

**ATTACHMENT 4 -
E-VERIFY**

Information on the E-Verify program can be found at www.e-verify.gov. Acceptable documents to show enrollment and participation consist of the following two pages of the E-Verify Memorandum of Understanding:

1. Valid, completed copy of the first page identifying the employer
2. Valid, completed copy of the signature page signed by the employer and the Department of Homeland Security – Verification Division

Compliance with Section 285.530(2) R.S.Mo. is required for any contract with St. Louis County in excess of \$5,000. If a business entity that is awarded a contract does not complete and return the required documents and/or affidavits to St. Louis County as part of the contract, this failure will be deemed a breach of the terms of such contract. St. Louis County, Missouri has the right to refuse to honor any contracts or orders, both present and future, with any business entity that does not provide the affidavits and/or documents required by 285.530(2) R.S.Mo. to St. Louis County. Pursuant to Section 208.009 R.S.Mo., no contract for any amount shall be awarded to any individual by St. Louis County without documents showing proof of that person's citizenship or lawful presence, or by individual affidavit averring to the individual's citizenship or lawful presence in the United States.