

EXHIBIT A



LEGAL NOTICE

REQUEST FOR PROPOSAL SEALED PROPOSAL PA23-001

For

**CONSULTING SERVICES RELATED TO (1) ASSESSING THE DEMAND TO ESTABLISH
A FOREIGN TRADE ZONE (FTZ) IN THE COUNTY AND, (2) AS APPLICABLE,
DEVELOPING THE APPLICATION AND PROVIDING RELATED SUPPORT TO GAIN A
FTZ DESIGNATION**

For

**ST. CHARLES COUNTY PORT AUTHORITY
ST. CHARLES, MISSOURI**

The St. Charles County Port Authority is seeking proposals from qualified and able companies to provide consulting and technical assistance services to: (1) perform an assessment and make a determination of the interest, demand, and feasibility to establish a Foreign Trade Zone and provide the documentation of the same along with a recommendation to the Port Authority, and (2) if such zone is warranted, determine and recommend the most beneficial zone boundaries, prepare and submit the relevant application, provide services related to gaining a successful designation of the zone, and create the framework for on-going administration of the zone.

The Port Authority reserves the right to terminate the contract for any violation, by the successful Respondent, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

INTRODUCTION AND PROPOSAL SUBMITTAL TERMS

The St. Charles County Port Authority, St. Charles County Missouri, is hereby issuing this **Request For Proposals (RFP)** seeking and inviting proposals from individuals and companies (Respondents) that are qualified, able and willing to provide the services described herein to the St. Charles County Port Authority ("**Port Authority**").

Proposal Instructions

The electronic version of this RFP is available upon request.

One [1] signed original and three [3] signed copies of the proposal must be received in a sealed envelope plainly marked "**RFP PA23-001– FOREIGN TRADE ZONE**" with the due date and time of the proposal in the lower left corner of the envelope. Additionally, the proposer shall include with their submittal an electronic version of the proposal on a USB thumb drive.

An authorized representative of the company/person submitting the proposal must sign the proposal, in blue ink. All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the proposals.

Proposals must be submitted to the 201 North Second Street Rm 541, St. Charles, MO 63301 c/o Kurt Mandernach, prior to February 28, 2023 - 2:00 P.M. CST. Faxed or emailed proposals will not be accepted.

Time is of the essence for responding to the RFP within the submission deadlines. All proposals will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of proposal opening.

Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "Void" and will not be opened.

The Port Authority reserves the right, in its sole discretion, to reject any and all proposals, or parts of any proposal, for any reason whatsoever and waive technicalities.

The Port Authority will only accept proposals that are responsive to the RFP and are prepared and submitted in compliance with the requirements set forth in this RFP.

The Port Authority will not award any proposal to an individual or business having any outstanding amounts due from a prior contract or business relationship with the Port Authority or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.

The successful Respondent is specifically denied the right of using in any form or medium the names of St. Charles County Port Authority or St. Charles County Government for public advertising unless express written permission is granted.

Award will be made to the low responsive, responsible Respondent, or to the Respondent whose proposal is most advantageous to the Port Authority, price and other factors considered including geographic location, hereinafter referred to as "Successful Respondent".

Proposal Inquiries

All questions or clarifications concerning this RFP must be submitted in writing via E-mail:

Kurt Mandernach
201 North Second Street
St. Charles, Missouri 63301
kmandernach@sccmo.org

The RFP title shall be referenced on all correspondence.

All questions must be received no later than **2:00 P.M. CST 2/14/23**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the Port Authority's website. <https://www.sccmo.org/2152/St-Charles-County-Port-Authority> Check this website frequently for updates and any addendum that may be issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled "Proposal Inquiries", concerning this request is prohibited PRIOR TO PROPOSAL OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County Port Authority and their Agents within St. Charles County.

Any Respondent engaging in such prohibited communications prior to Proposal Opening may be disqualified at the sole discretion of the St. Charles County Port Authority Board.

CERTIFICATIONS BY RESPONDENT

The undersigned signatory certifies that he/she has read and understands all of the terms and conditions of this RFP and of doing business with the Port Authority in response to this RFP, that in doing so he is acting on behalf of the Respondent, and that his/her signature placed hereon is binding on the Respondent to the full extent allowed by law.

The Respondent shall provide a Proposal to the Port Authority, in response to, and in accordance with, the terms of this RFP.

The Respondent agrees to provide the services under the terms of this RFP and the Proposal as accepted by the Port Authority.

By submitting the Proposal in response to this RFP, the Respondent, and each person signing on behalf of the Respondent, under penalty of perjury, certifies to the best of its knowledge and belief:

The Respondent has established the price terms in this Proposal independently without collusion, consultation, communication, or agreement with any other Respondent as to any matter relating to such price terms; and

The Respondent has made no attempt, and will not in the future make any attempt, to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

The Respondent certifies that this proposal is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part by the County is directly or indirectly interested therein, or in any portion of the profits thereof.

Company Name: _____

Authorized Signature of Respondent: _____

Printed or Typed Name: _____

Date of Proposal: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

BACKGROUND AND RFP/PROPOSAL TIMELINE

RFP Purpose: This document constitutes an RFP from qualified Respondents to provide consulting and technical assistance services to:

(1) perform an assessment and decide of the interest, demand, and feasibility to establish a Foreign Trade Zone and provide the documentation of the same along with a recommendation to the Port Authority Board, and

(2) if such zone is warranted, determine, and recommend the most beneficial zone boundaries, prepare, and submit the relevant application, provide services related to gaining a successful designation of the zone, and create the framework for on-going administration of the zone.

It is the intent of this RFP to have the Successful Respondent enter into a services agreement with the Port Authority (hereinafter "**Resulting Agreement**"), services as outlined herein.

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PLAN BACKGROUND INFORMATION

Section 170.020 (Ordinance Number 19-071 dated September 9, 2019), of the County Codes of St. Charles County establishes the purpose of the Port Authority as follows:

“It shall be the purpose of the Port Authority to promote the general welfare, to promote development within the Port District, to encourage private capital investment by fostering the creation of industrial facilities and industrial parks within the Port District, to endeavor to increase the volume of commerce, and to promote the establishment of a foreign trade zone within the Port District.”

Minimum Requirements:

The selected Respondent must perform all tasks and meet all requirements identified in this RFP. Proposal shall include a narrative description of the proposed offer and a list of services that will be rendered, the methodology used to accomplish the scope of work and define such.

- Respondent must show direct experience in the evaluation, assessment, outreach, surveying and determination of the feasibility, demand, relevance, and desire for the establishment of a Foreign Trade Zone.
- Respondent must show direct experience in identifying relevant, applicable private companies and providing technical assistance including describing the benefits of a Zone, communicating process and timeline, and responding to questions and inquiries.
- Respondent must show proof of their direct work on at least one successful Zone application.
- Respondent must have a minimum five (5) years' experience working with similar Foreign Trade Zone applicants, designations, and administrative oversight.
- Respondent must maintain and allocate staff and other resources as needed to provide a timely, accurate service.
- Respondent must guarantee their respective price quote for 90 days from submission.
- Respondent must meet the Insurance and Indemnification requirements of the Port Authority.

FEE PROPOSAL

St. Charles County Port Authority is seeking a two-part, rate per hour not to exceed, pricing structure. Respondents shall provide pricing for each part of the scope of work:

(1) the rate per hour not to exceed price to perform an assessment and decide of the interest, demand, and feasibility to establish a Foreign Trade Zone and provide the documentation of the same along with a recommendation to the Port Authority Board, and

(2) if such zone is warranted, and the Port Authority Board has provided a Notice to Proceed, the rate per hour not to exceed price to determine, and recommend the most beneficial zone boundaries, prepare, and submit the relevant application, provide services related to gaining a successful designation of the zone, and create the framework for on-going administration of the zone.

REFERENCES AND EXPERIENCE

Each proposer must submit a minimum of three (3) client references. References should be using services like those requested in this RFP.

CONTRACT PERIOD

The Contract Period for the performance of the services described in this RFP shall commence on the date of the fully executed Resulting Agreement and shall end at the point all services are complete. The estimated timeline for completion of services should not exceed 4 months.

SUBMISSION OF PROPOSAL AND MANDATORY ELEMENTS

A. Submission of Proposals: It is the Respondent’s responsibility to ensure the Proposal submitted is accurate, adequate, and clear with respect to the descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be considered and to the extent they are not considered “technicalities” by the Port Authority in its sole discretion, shall be grounds for rejection. Failure to submit all the required information shall be deemed sufficient cause for disqualification of a proposal from consideration.

B. Compensation / Pricing / Budget Information / Narrative: The Respondent is required to provide all compensation pricing for all the services it proposes as specified in this RFP. The Successful Respondent will be responsible for performing all services listed in this RFP and Resulting Agreement within the stated budget.

- 1. Each Respondent is responsible for its own expense in preparing, delivering, or presenting a proposal, and for subsequent interviews or negotiations with the Port Authority, if any, as provided for in this RFP.

C. Proposal Life: All proposals made in response to this RFP and quoted pricing must remain in effect for a period of not less than 90 days after the date for proposal submission. Any proposal accepted by Port Authority for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the Port Authority.

D. Proposals Subject to Open Records Law: The Port Authority hereby advises that all proposals and the information contained in or related thereto are subject to Missouri Open Records Act and after contract award and execution of the Resulting Agreement shall be open to public inspection and may be viewed and copied by any member of the public; therefore, the Port Authority does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.

1. Respondents claiming a statutory exception to the Missouri Open Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the proposal and on the outside of that envelope that confidential materials are included. The Respondent must also specify which statutory exception provision applies. The Port Authority reserves the right to make determinations of confidentiality. If the Port Authority does not agree that the information designated is confidential under one of the disclosure exceptions to the Missouri Open Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the Port Authority will remove the proposal from consideration for award and destroy it.

(a) The Port Authority does not consider prices to be confidential information.

(b) The Respondent must submit its proposal based on the conditions contained in this paragraph without reservations or exceptions.

E. Clarification of RFP Terms: It shall be the Respondent's responsibility to ask questions, request changes or clarification, or otherwise advise the Port Authority if any term of this RFP appears to be ambiguous, vague, overbroad, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the proposal sought by this RFP to a single source.

1. All communication from Respondent regarding clarification of RFP terms must be directed to Kurt Manderach listed herein. Such communication must be received prior to the date and time noted.

2. The Port Authority shall make all attempts to respond to all Respondent's inquiries adequately and promptly. However, to maintain a fair and equitable proposal process, all Respondents will be advised, via the issuance of amendments to the RFP posted on the Port Authority's website <https://www.sccmo.org/2152/St-Charles-County-Port-Authority> of any relevant or pertinent information related to the procurement. Therefore, Respondents are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.
- F. Interview Conference:** After an initial screening of the written proposals, any, or all the Respondents submitting a proposal in response to this RFP may be required to give an oral presentation or demonstration of their proposal. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. The Port Authority reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Respondents.
- G. Official Position of the Port Authority:** The only official position of the Port Authority is expressly included in writing in this RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- H. Mandatory Documentation for Responsive Proposal:** The following is a list of required document and information which must be included in each Proposal. Each Proposal should be structured in the same fashion as this Section of the RFP and must address and comply with every requirement listed.

[Remainder of this page intentionally left blank.]

REQUIRED DOCUMENTATION FOR PROPOSAL SUBMITTAL

Respondents shall provide the following information in the format provided:

COMPANY DETAIL (Mark responses with the following numeric references and titles).

1. Cover letter of interest
2. Company information
 - a. Name
 - b. Address
 - c. Phone number
 - d. Company – year established
 - e. Ownership structure
3. Name of Project Manager or person performing the work
4. Address of Project Manager or person performing the work
5. Phone number of Project Manager or person performing the work
6. Name of person preparing and submitting proposal
7. Address of person preparing and submitting proposal
8. Phone number of person preparing and submitting proposal
9. Resumes and availability of key personnel to be assigned to this project. Include years with firm, education, licensing, and years of experience.
10. Narrative describing the Company's professional and technical capabilities and qualifications that are directly related to this project.
11. Evidence of past performance on work performed on similar projects. Such evidence may be in the form of letters from past clients, news reports of previous studies, etc.
12. List of activities, tools, resources, and /or methodologies to be applied to the project (Describe approach to project).
13. Complete schedule and proposed timetable for all stages of the services to be performed (in calendar days).
14. Statement that the Company has the capacity and capability to achieve the project in a timely manner.
15. List of professional references for similar projects (names and contact information).

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PRICING PAGE

Pricing / Cost

\$_____ Rate per hour not to exceed price to (1) perform an assessment and decide of the interest, demand, and feasibility to establish a Foreign Trade Zone and provide the documentation of the same along with a recommendation to the Port Authority Board, and

\$_____ Rate per hour not to exceed price to (2) if such zone is warranted, determine, and recommend the most beneficial zone boundaries, prepare, and submit the relevant application, provide services related to gaining a successful designation of the zone, and create the framework for on-going administration of the zone.

ATTACHMENTS

1. Certifications of Respondent
2. Copies of required insurance policies
3. Affidavit of Work Authorization

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A. SELECTION CRITERIA

The Successful Respondent will be selected based on materials submitted in response to this request for RFPs, as well as possible follow up interviews should the Port Authority deem necessary. The following criteria will be utilized to rate each applicant along with cost of the service:

Expertise, Experience and Qualifications Capability, Availability and Reliability, Proposed Method of Performance, Proposed Pricing, and Customer References

Evaluation Criteria	Points
Expertise	15
Experience and Qualifications Capability	15
Availability and Reliability	15
Proposed Method of Performance	15
Proposed Pricing	30
Customer References	10
Total Points Available	100

1. **Consideration of Information From All Sources:** The Port Authority reserves the right to consider information and facts, gained from all sources, including but not limited to the Respondent's proposal, presentations, demonstration, interviews, or references, in the evaluation process.
2. **Responsibility to Submit Information:** By submitting a Proposal in response to this RFP, each Respondent acknowledges, affirms, and agrees that it is the Respondent's sole responsibility to submit information related to the evaluation criteria and that the Port Authority is under no obligation to solicit any information if it is not included with the Respondent's proposal. Failure of the Respondent to submit such information in its Proposal may constitute grounds for rejection of the Proposal.

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GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall govern the relationship between the Successful Respondent and the County absolutely and without exceptions. These General Terms and Conditions are not subject to revisions, exceptions or negotiations and shall be part of the negotiated Resulting Agreement as if specifically set forth therein. The Respondent acknowledges, understands, and agrees that for its proposal to be accepted for consideration, there shall be no reservation or exception to these Terms and Conditions.

Agreement Components: The Resulting Agreement between the Successful Respondent and the Successful Respondent is comprised of and includes all the following documents: (a) this RFP issued by the Port Authority, including any addenda (collectively referred to as “RFP”); (b) the Successful Respondent’s proposal in response to the RFP (hereinafter, “Proposal”); (c) the negotiated contract, including all Exhibits, Schedules and Attachments, either attached to or incorporated into the contract by reference; and (d) any changes to, amendments, modifications or supplementals of the negotiated contract in reverse chronological order.

- A. Order of Interpretation:** If there is a conflict, inconsistency, or a discrepancy among and between the terms in the various documents that are part of the Resulting Agreement, the following order of interpretation shall apply:
1. The terms set forth in the RFP will prevail over a conflicting or inconsistent term between the RFP and the Proposal.
 2. The terms set forth in the negotiated contract will prevail over a conflicting or inconsistent term between the RFP and the negotiated contract.
 3. Conflicting terms within or between Exhibits, Schedule(s) and Attachments shall be interpreted by giving priority to the term decided by the Port Authority in its sole discretion.
 4. The Successful Respondent shall request the Port Authority’s order of preference among conflicting requirements upon becoming aware of such conflict. The Port Authority reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP and the Successful Respondent's proposal.
- B. Status as Independent Contractor:** The Successful Respondent represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the Port Authority. Therefore, the Successful Respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers’ compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

C. **Subcontractors:** Any Respondent's proposal must identify all subcontractors, if any, and outline the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. The Port Authority must approve the Successful Respondent's subcontracting any portion of the services to be provided under the Agreement. The Successful Respondent is responsible for the performance of any obligations that may result from this RFP and the Agreement and shall not be relieved by the non-performance of any subcontractor.

1. **Employment of Unauthorized Aliens Prohibited:** Pursuant to Section 285.530, RSMo., as a condition for the award of any contract or grant more than five thousand dollars by St. Charles County Port Authority to a business entity, the business entity shall, by sworn affidavit and provision of documentation:

D. **Enrollment in Federal Work Authorization Program:** Affirm its enrollment and participate in in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services.

1. Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Successful Respondent, and the Department of Homeland Security - Verification Division.
2. Through its enrollment and participation in a federal work authorization program (**E-Verify**) the employer business entity shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer business entity shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]. The online address to enroll in the E-Verify program is: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

E. **Worker Eligibility Affidavit:** Affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

F. **Annual Submission Requirement:** Any entity contracting with St. Charles County Port Authority shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this proposal request. Successful Respondents may choose to send the required documentation using one of the following options:

1. Send the notarized **Affidavit of Work Authorization** to: St. Charles County Port Authority c/o St. Charles County, Attn: Kurt Manderach, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; or Send the notarized **Affidavit of Work Authorization** and E-Verify MOU signature page along with the proposal solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page are valid and current for one (1) year from the date of the notarized affidavit. If the contract period extends past one (1) year, the Successful Respondent shall submit the affidavit on each anniversary date on the affidavit. Failure to comply with this requirement shall be grounds for termination of the Resulting Agreement.

- G. Law of Missouri to Govern:** This RFP and the Resulting Agreement shall in all respects be interpreted under and governed by the laws of the State of Missouri without giving effect to conflicts of law principles. The Respondents and Successful Respondent shall comply with all local, state, and federal laws and regulations relating to this RFP and, if applicable, the performance of the Resulting Agreement.
- H. Venue:** Any legal action, suit or proceeding brought by any Respondent in any way arising out of or relating to this RFP and/or, as applicable, the Resulting Agreement shall be brought solely and exclusively in the Circuit Court of St. Charles County, Missouri or the federal district court located in St. Louis, Missouri, and each Respondent irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally. The Respondent shall not bring any legal action, suit or proceeding in any other jurisdiction against the Port Authority. The Respondents and Successful Respondent irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise, any objection that it may now or hereafter have to the venue of any of the aforesaid actions, suits or proceedings in the courts described herein, and further waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this RFP and/or, as applicable, the Resulting Agreement or the subject matter hereof or thereof may not be enforced in and by such court.
- I. Ownership of Records:** All documents, reports, exhibits, etc., produced by the Respondents at the direction of the Port Authority and information supplied by the Port Authority shall remain the property of Port Authority. The Port Authority shall have the right to reproduce and/or use any products derived from the Successful Respondent's work without payment of any royalties, fees, etc.
- J. Release to Public/Confidentiality:** No material or reports prepared by the Successful Respondent shall be released to the public without the prior consent of the Port Authority. The Respondents shall not disclose to third parties' confidential

factual matters provided by the Port Authority except as may be required by statute, ordinance, or order of court, or as authorized by the Port Authority. The Respondents shall notify the Port Authority immediately of any request for such information.

- K. Conflict of Interest:** Each Respondent covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under the Resulting Agreement. Each Respondent further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this RFP and the Resulting Agreement.
- L. Indemnification:** Each Respondent agrees to defend (with counsel chosen by the Respondent with consent of the Port Authority), indemnify and hold harmless the Port Authority, its members, officers, and employees from and against each and every claim, legal action or suit, whether in tort or contract, seeking remedies for any purported liability, losses, damages, and judgments for bodily injury, including death, and property damage, including destruction, arising from matters, actions, activities or operations pertaining to or connected with the Respondent's performance of its obligations under this RFP and, as applicable, the Resulting Agreement.
- M. Insurance:** For proposal purposes, Respondents must submit copies of certificates of insurance documenting the following coverages:
- Worker's Compensation and Employer's Liability:** Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than \$1.0 million.
 - Automobile, General Liability and Property Damage:** The Respondent shall maintain the following minimum amounts of automobile, general liability, and property damage insurance coverage during the life of the contract: \$1,000,000 for bodily injury or death to any one person and \$3,000,000 per occurrence for automobile and general liability coverage; and property damage coverage of at least \$1,000,000. A Combined Single Limit Policy in the amount of \$3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.
 - Additional Requirements:** The Automobile & General Liabilities policies shall be endorsed to include the Port Authority as an additional insured and provide for 30 days advance written notice of any material change. A Waiver of Subrogation in favor of the Port Authority shall be endorsed on each of the policies. The required insurance shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the Port Authority. A Certificate of Insurance evidencing the above coverage(s)

together with a copy of the required endorsements shall be provided to the Port Authority prior to the commencement of any work. It shall be the Successful Respondent's responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.

- N. Non-Appropriation:** Any obligation on the part of the Port Authority to pay any amount due under the Resulting Agreement is subject to appropriation by the Port Authority in each fiscal year of funds sufficient to fulfill the terms of the Resulting Agreement. Should the Port Authority fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which the Port Authority's obligation to pay any amount due under the Resulting Agreement applies, the Port Authority's obligation to pay any funds under the Resulting Agreement shall cease immediately without penalty of further payment being required, and the Resulting Agreement will terminate upon written notice to the Successful Respondent by the Port Authority that there are no sufficient authorized funds lawfully available to meet the Port Authority's payment obligations as the appropriation was not voted in the annual budget ordinance.
- O. Port Authority's Right to Terminate for Convenience:** The Port Authority may, for any reason or for its convenience, terminate the Resulting Agreement, in whole or in part, by issuing a written notice of termination to the Successful Respondent, which states the effective date of the termination.
- P. Examination of Records:** The Respondent's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the Port Authority's expense. The Respondent must preserve all such records for a period of three years, unless permission to destroy them is granted by the Port Authority, or for such longer period as may be required by law, after the final payment. Since the Respondent is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Respondent's operations, obtained during audits, will be kept confidential.
1. The Respondent will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.
- Q. Federal Requirements:** In addition, the following federal requirements shall be included in the Resulting Agreement, including, but not limited to:
1. **Civil Rights Compliance.** The Respondent agrees to comply with all city and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended,

Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086. The Successful Respondent shall include the provisions of this part in all subcontracts.

2. **Nondiscrimination.** The Successful Respondent will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Successful Respondent will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Successful Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause. The Successful Respondent shall include the provisions of this part in all subcontracts.
3. **Section 504 and Americans with Disabilities Act.** The Successful Respondent agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) and the Americans with Disabilities Act which prohibits discrimination against the handicapped in any federally assisted program. It shall be the responsibility of the Successful Respondent to ensure that all goods, services, and/or work procured and/or performed under this contract shall conform to and be performed in compliance with the Americans with Disabilities Act of 1990.
4. **Affirmative Action.** The Successful Respondent agrees that it shall commit to carrying out, pursuant to the Port Authority's specifications, an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The Port Authority shall provide Affirmative Action guidelines to the Successful Respondent to assist in the formulation of such program.
5. **MBE/DBE/WBE.** The Successful Respondent will use its best efforts to afford minority and women- owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans; Spanish-speaking, Spanish-

surnamed or Spanish-heritage Americans; Asian-Americans; and American Indians. The Successful Respondent may rely on written representations by subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

6. **Access to Records.** The Successful Respondent shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Port Authority, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
7. **EEO/AA Statements.** The Successful Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Successful Respondent, state that it is an Equal Opportunity or Affirmative Action employer.
8. **Religious Organization.** The Successful Respondent agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).
9. **Lobbying:** The Successful Respondent hereby certifies that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - (c) It will require that the language of paragraph (4) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants,

loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:

- (d) **Lobbying Certification:** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 10. **Audits & Inspections.** All subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the subrecipient within 30 days after receipt by the subrecipient. Failure of the subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

- 11. **Veteran Friendly Employment Policy:** “Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information.”

[Remainder of this page intentionally left blank.]

Exception Sheet

If the item(s) and/or services proposed in the response to this proposal is in any way different from that contained in this proposal, the proposal is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the Respondent's offer is in total compliance with all aspects of the proposal.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE PROPOSAL

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Respondent Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all proposal terms and conditions)

Date: _____

AFFIDAVIT OF WORK AUTHORIZATION

The Respondent/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date