

LEGAL NOTICE

REQUEST FOR PROPOSAL 25-001

For

**SOLICITATION FOR OWNER'S REPRESENTATION FOR
CONSTRUCTION SERVICES**

**GATEWAY REGIONAL LAW ENFORCEMENT
TRAINING CENTER COMMISSION**

The Commission is seeking proposals from qualified firms to provide Owner's Representation for Construction Services. The Commission reserves the right, in its discretion, to terminate the RFP process for any reason at any time and post notification of such decision on the same website where this RFP is posted. Check the Commission's website frequently for updates and any notifications that may be issued pertaining to this RFP.

ARTICLE 1 - INTRODUCTION AND PROPOSAL SUBMITTAL TERMS

The Gateway Regional Law Enforcement Training Commission (Commission) is hereby issuing this **Request for Proposal (RFP)** to select an owner's representative firm to represent the Commission's best interest in the construction of a regional law enforcement training facility that is accessible to agencies across jurisdictional boundaries, providing high-quality, consistent, and collaborative training opportunities that reflect the complex challenges facing modern policing. Such owner representation services will include procurement, coordination with the county law enforcement training designees to finalize the conceptual plan, development of the procurement document to obtain Construction Manager at Risk ("CMAR") services, oversight of the budget during the construction, including reporting to the Commission's Working Committee, and coordination with the chosen CMAR oversee all necessary design and engineering services, general contracting and integration of any Commission purchased items. The Commission is seeking and inviting proposals from firms that are qualified, able, and willing to provide the services described herein to the Commission.

Proposal Instructions

The electronic version of this RFP is available upon request. The document was created in Microsoft Word for Windows. The Commission does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, Offerors are cautioned that the hard copy of this RFP on file at c/o St. Louis County & Municipal Police Academy, 1266 Sutter Ave, St. Louis, MO 63133, governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

One [1] signed original and two [2] signed identical copies of the proposal, along with an identical electronic copy provided on a USB storage device must be received in a sealed envelope plainly marked "**RFP**" with the due date and time of the proposal in the lower left corner of the envelope.

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 Commission c/o St. Louis County & Municipal Police Academy, 1266 Sutter Ave, St. Louis, MO 63133 prior to December 23, 2025.

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.

The Offeror must possess the necessary and appropriate business and/or professional licenses in their field.

The Offeror is required to clearly identify any deviations from the specifications in their proposal.

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

The successful Offeror is specifically denied the right of using in any form or medium the names of the Commission or any other public agency associated with the Commission for public advertising unless express written permission is granted.

Award will be made to the responsive Offeror with the highest score upon evaluation of all criteria as set forth in this RFP.

Proposal Inquiries

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

purchasingagent@grletc.com

The RFP number and title shall be referenced on all correspondence.

All questions must be received no later than **2:00 PM** on **December 8, 2025**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be provided by **December 17, 2025**, and placed on the Commission's website: www.GRLETC.com. 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. Prohibited Representative contacts shall include, but not be limited to, all elected and appointed officials, and members of the Commission and their Agents within the Commission. Any Offeror engaging in such prohibited communications prior to Proposal Opening may be disqualified at the sole discretion of the Commission.

ARTICLE 2 - CERTIFICATIONS BY OFFEROR

- 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 Commission in response to this RFP, that in doing so he is acting on behalf of the Offeror, and that his/her signature placed hereon is binding on the Offeror to the full extent allowed by law.
- The Offeror represents and certifies that it is qualified and competent to (a) advise the Commission of its obligations and requirements under the terms of the grant received by the Commission from the State of Missouri through the Department of Public Safety for the construction of a regional law enforcement training facility (the "Grant") to assure compliance with such terms; and (b) assist the Commission with recordkeeping and submissions of materials to the State of Missouri as required by the terms of the Grant.
- The Offeror shall provide a Proposal to the Commission in response to, and in accordance with, the terms of this RFP.
- The Offeror agrees to provide the services under the terms of this RFP and the Proposal as accepted by the Commission.
- By submitting the Proposal in response to this RFP, the Offeror and each person signing on behalf of the Offeror, under penalty of perjury, certifies to the best of its knowledge and belief:
 - ✓ The Offeror has established the price terms in this Proposal independently without collusion, consultation, communication or agreement with any other Offeror as to any matter relating to such price terms; and
 - ✓ The Offeror 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 Offeror 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 Commission is directly or indirectly interested therein, or in any portion of the profits thereof.

Company Name: _____

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone:_____Fax:_____

Electronic Mail Address:_____

ARTICLE 3 – BACKGROUND AND RFP/PROPOSAL TIMELINE

1. RFP Purpose: The Commission is seeking to identify and contract with a qualified owner's representation firm to represent the Commission in the planning, design, engineering and construction of a regional law enforcement training facility that is accessible to agencies across jurisdictional boundaries, providing high-quality, consistent, and collaborative training opportunities that reflect the complex challenges facing modern policing]. The Commission intends to award a single contract(s) (hereinafter "Consulting Agreement"), to perform the oversight for the project and specifically the items described in article 4 . The draft Consulting Agreement is attached hereto as "Exhibit A – Consulting Agreement" and made part hereof as though fully set forth herein.

2. Background: The Commission has received funding from the State of Missouri through the Department of Public Safety.

3. RFP and Submittal of Proposals Timeline: The Commission shall follow the timeline listed below relating to the issuance of the RFP and submittal of Proposals. The Commission reserves the right in its sole discretion to expand this timeline, if necessary, without any notification, except when such timeline expansions affect the deadline date and time for submitting a proposal.

Procurement	
RFP Release Date	11/20/2025
Vendor Questions Due	12/8/2025
Addendum Issued in Response to Vendor Questions	12/17/2025
Vendor Proposals Due Prior to 10:00 AM CST	12/23/2025
Execute Contract	No later than 1/21/26

ARTICLE 4 – SCOPE OF WORK, SPECIFIC SERVICES, CONTRACT PERIOD

1. Scope of Work:

The Commission plans to contract for an Owner's Representative to serve as the coordinator to advise on final development of the Gateway Regional Law Enforcement Training Center and finalize the solicitation for bid for the Construction Manager At Risk ("CMAR") to build the Gateway Regional Law Enforcement Training Center.

The Commission has a Working Committee comprised of appointees experienced in construction, public works and the operation of a law enforcement training center. The Working Committee is charged by the Commission with assisting in the development of the facility, including site selection, architecture and design decisions, feasibility and construction and the selection of the Owner's Representative. The Working Committee will work with the Commission and the Owner's Representative to ensure the Commission is fully informed in its decision making and to further ensure that the project moves forward in a timely manner. The Owner's Representative will work with the Working Committee to develop the specifications. The Owner's Representative will receive final Commission approval for the specifications. The Owner's Representative will oversee the bid process and work with the Working Committee to answer questions and evaluate final proposals and will assist the Working Committee in making a presentation to the Commission on the recommended successful bidder for CMAR. Once awarded, the Owner's Representative will serve as the liaison for day-to-day communication between the Working Committee and the CMAR, ensuring adherence to contract terms and budget, as well as serve to assist the Working Committee with keeping the Commission informed on all budget and construction matters.

The Commission will have a team of stakeholders, selected by the Commission, that will be involved throughout this process. This will allow the Owner's Representative and the Working Committee access to

those experienced in running the County and Municipal Police Academy, as well as giving law enforcement users of the training facility input into the components of the final design. The Owner's Representative will be responsible for maintaining coordination and communicate with this team to capture all considerations for consideration by Commission leadership. It will be the responsibility of the Owner's Rep to ensure a high level of communication and transparency. The Owner's Representative will report directly to the Commission Chair and Vice-Chair and, in coordination with the Working Committee, be responsible for coordination of internal staff, duties, and ensuring the project meets all deadlines.

2. Specific Services

The Owner's Representative will assist the Commission and its Working Committee with the overall process to define and develop project parameters and requirements to develop a plan that delineates roles and responsibilities. They will oversee the overall design. This will include developing the appropriate design and construction delivery methods, presenting various options with pros and cons for each, and finalizing the project scope and plan for a Construction Manager at Risk. During this phase, the Owner's Representative will begin the programming portion of the design work to expedite the design process. This work would be included in the consultant's scope alternative, if provided in the proposal submission and awarded as part of the contract approval.

Once the methodology is selected, they will help in the procurement for architecture and engineering services. The Owner's Representative will assist in developing the procurement documents, leading the procurement process, pre-qualify firms, receive proposals, evaluate, and summarize the results, and assist with selecting a firm with the cooperation of the Working Committee for presentation and approval by the Commission.

Once firms are selected, the Owner's Representative will continue to work through the various design phases alongside the key Commission Stakeholders to develop the construction documents. The Owner's Representative will then assist with the procurement process for the construction manager at risk services and any additional key vendors needed in the same, detailed manner as the design and engineering firm to complete the project in full.

The Owner's Representative will be responsible for overall representation services that will include overseeing the owner purchased items. The Owner's Representative will conduct and lead regularly scheduled meetings with the Working Committee and with the project team which encompasses the design and engineering firm, construction manager at risk, and all subcontractors to ensure on-time completion. The Owner's Representative will also meet regularly with Working Committee and the Commission to provide updates on the project status, present proposed solutions to developing project issues, obtain needed feedback, schedule updates and milestones completions as well as the budget status.

The program budget, master schedule and all relevant documentation, including, but not limited to, procurement documents, contracts, design documents, finish and specification schedules, construction documents, permits, submittals, insurance, bonds, pay applications, invoices, lien waivers, certified payroll, change order requests and closeout for the project will be managed by the Owner's Representative. The Commission will seek guidance from the Owner's Representative and the Working Committee for change orders for amounts to be determined, clarifications and pay applications and will provide the Owner's Representative and Working Committee with their final decision. As such, the Owner's Representative must be familiar with Commission and public procurement and finance requirements and be able to oversee all aspects.

At the conclusion of the project, the Owner's Representative will leave the Commission with any training and transitioning steps, ensure substantial completion and the closure of all permits. Additionally, the Owner's Representative must compile all warranty documentation, owner's manuals, as-built documentation, and ensure all punch list items are completed. They will also schedule an 11-month warranty walk to ensure the Commission is covered for any work owed.

This overall design and construction project is anticipated to take approximately eighteen to twenty months to complete. The anticipated value of the total program budget, including land acquisition, is \$50,000,000.00. The value will cover all costs for owner's representation, design, engineering, construction, security controls, owner purchased items and other items as needed for completion of this effort. The Owner's Representative must assist the Commission to meet certain fiscal and time requirements.

ARTICLE 5 – SUBMISSION OF PROPOSAL AND MANDATORY ELEMENTS

1. *Submission of Proposals:* It is the Offerors' 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 Commission 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.

2. *Mandatory Elements:*

A. Business Qualification

Describe your firms' history, capabilities, and capacity to oversee this project. Provide key elements as listed below:

- Number of years your firm has been in business, as well as the number of years your firm has been performing owner representation services
- Describe your firms experience, focus of client types and overseeing similar projects, including work for public entities
- Provide your firm's headquarter location and the location where the project will be managed from
- Provide an organizational chart that includes the in-house capabilities and services you offer
- If additional resources are needed outside of your firms' capabilities, please provide the above information for each consultant that will be included in the project team

B. Project Management Plan

Provide your anticipated project plan that will span at least 18 to 20 months and include major milestones and anticipated durations. The plan must include the quantity of hours anticipated for each phase, and each role assigned to the project. Due to the funding constraints related to the Grant, critical facility, security requirements and occupied environment, the Commission expects to see full-time dedicated resources during construction and certain phases of the project. These milestones may include but are not limited to the following.

- Procurement
- Design & engineering
- Construction
- Fixtures, finishes, & equipment acquisition
- Closeout
- Move-in

C. Project Team

Provide a list of key team participants and their resumes. These participants shall not change for the duration of the project, without the consent of the Commission. Each person will be required to successfully pass a fingerprint background check to be permitted on the project. Please include the following:

- Organizational chart that clearly describes your project team organization with

supervisory reporting structure

- A list of key personnel and their responsibilities for the duration of the project contract terms should be listed
 - o Resume with education, years of experience with the firm submitting the procurement and relevant project experience that has been earned while working under the firm's employment
 - o Provide a location from where the person is managing the project
 - o If project experience is limited due to current employment length, the relevant experience may be noted through a previous employer, however the previous employer's name must be included

D. Relevant Project Experience

This project has several challenges due to the nature and criticality of the operation it serves. It is vital that the firm submitting has relevant experience, from start to completion, working in this environment to achieve success. Please provide a list of relevant projects your firm, and members of the project team, has performed in the last five years that meet the following criteria.

- Previous experience with similar scale construction projects is required, offeror shall include the name of the responsible project team member(s)
- Previous experience with municipalities or Political Subdivisions procurement and approval processes is preferred and include the name of the responsible project team member(s)
- Previous experience overseeing publicly funded projects and necessary record keeping is preferred and include the name of the responsible project team member(s)
- Previous experience with law enforcement facility construction, specifically training facilities, is preferred.
- Project examples must include a brief description of the project scope and owner's representation responsibility, size of the project in square feet, project budget and client name, title, and contact information (phone and email preferred).

E. Price

Price must include the following break down and submitted using the Pricing Page as well as an hourly rate addendum. While the Commission realizes the total hours needed for this project may vary by phase and level of effort needed to complete the project, we are asking for a total cost to be proposed now. Final pricing will be determined for the contract.

- Pricing to include total quantity of hours anticipated and total cost for this project
- Provide each title and their hourly rate as well as the anticipated hours needed by each title
- Provide a value for reimbursable activity, and a list of applicable items to reimbursed
- If mark-up is needed, provide the type of mark-up that would be applied and a brief description why a mark-up would be needed
- The Commission invites potential respondents, should they desire to do so, to propose options for outside consultant services which would move the project forward in a timely manner in the current market circumstances. The Owner's Representative may provide the cost for such consultant services to work under the Owner's Representative to meet the deadlines for this project. The outside consulting service options must be clearly identified on the Pricing Page.

- 3. *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 Commission for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by Commission.

- 4. *Proposals Subject to Open Records Law:*** The Offerors are hereby advised 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 Commission does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.
- 5. *Clarification of RFP Terms:*** It shall be the Offerors' responsibility to ask questions, request changes or clarification, or otherwise advise the Commission 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.
- Any and all communication from Offerors regarding clarification of RFP terms must be directed to the Commission Purchasing Manager listed herein. Such communication must be received by the date noted in ARTICLE 3 Section 3. **BACKGROUND AND RFP/PROPOSAL TIMELINE, RFP and Submittal of Proposals Timeline.**
 - The Commission shall make all attempts to adequately and promptly respond to all Offeror inquiries. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of amendments to the RFP posted on the Commission's website: www.GRLETC.com, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.
- 6. *Interview Conference:*** After an initial screening of the written proposals, any, or all of the Offerors submitting a proposal in response to this RFP may be required to give an oral presentation or demonstration of their proposal. The Commission may contact the highest ranked proposals to schedule the interview conference]. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. The Commission reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Offerors.
- 7. *Official Position of the Commission:*** The only official position of the Commission 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.
- 8. *Mandatory Documentation for Responsive Proposal:*** The list outlined in Article 5.2.A, B, C, D, and the Pricing Page are considered required document and information which must be included in each Proposal. Additionally, the Veteran Friendly Employment Policy, Exhibit B, Exhibit C and Exhibit D must also be provided. Each Proposal should be structured in the same fashion as this Section of the RFP and must address and comply with every requirement listed.

ARTICLE 6 –EVALUATION FACTORS AND PROCESS

- 1. *Evaluation Criteria:*** After determining responsiveness, the Commission will identify a preferred vendor by evaluating proposals in accordance with the following criteria and maximum points per each criterion:

Evaluation Criterion Description	Maximum Points
Demonstrated ability to implement innovative methods and solutions	5
Demonstrated ability of prime firm and associated team members to successfully provide services listed in the "General Description of Required Scope of Services"	30
Demonstrated ability of prime firm's project manager, based on listed experience and qualifications, to successfully manage large vertical infrastructure projects	20
Prior experience and ability to work as a contracted embedded project manager	5
Availability and depth of staff and technical resources to deliver quality products on schedule, including work on short notice	10
Price	30
Total Potential Points	100

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

2. *Evaluation Process:* The Commission will use the evaluation criteria stated above in the proposal

evaluation, inclusive of interview conference, and contract award process.

ARTICLE 7 - GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall govern the relationship between the Successful Offeror and the Commission 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 Offeror acknowledges, understands and agrees that in order for its proposal to be accepted for consideration, the proposal shall not contain any reservation or exception to these Terms and Conditions.

- 1. Agreement Components:** The Resulting Agreement between the Commission and the successful Offeror is comprised of and includes all the following documents: (a) this **RFP** issued by the Commission, including any addenda (collectively referred to as "**RFP**"); (b) the successful Offeror'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 Commission in its sole discretion.
 - (4) The successful Offeror shall request the Commission's order of preference among conflicting requirements upon becoming aware of such conflict. The Commission 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 Offeror's proposal.
 - B. Referential Inclusion:** References in the Resulting Agreement to an Article or Section shall be deemed to be inclusive of all provisions within such Article or Section [e.g., a reference to Article 5 shall be deemed to include Section 5.A. and a reference to Section 5.A. shall be deemed to include Subsection 5.A.(1)]. In addition, references in the Resulting Agreement to a specific Schedule shall be deemed to include all appendices attached to the referenced Schedule.
- 2. Status as Independent Contractor:** The successful Offeror 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 Commission. Therefore, the successful Offeror shall assume all legal and financial responsibility for taxes, liability insurance, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- 3. Subcontractors:** Any Offeror's proposal must identify all subcontractors, if any, and outline the contractual relationship between the Offeror 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. Commission must approve the successful Offeror's subcontracting any portion of the services to be provided under the Resulting Agreement. The successful Offeror is responsible for the performance of any obligations that may result from this RFP and the Resulting Agreement and shall not be relieved by the non-performance of any subcontractor.

4. *Employment of Unauthorized Aliens Prohibited:* Pursuant to Section 285.530, RSMo., as a condition for the award of any contract or grant in excess of five thousand dollars by the Commission to a business entity, the business entity shall, by sworn affidavit and provision of documentation:

A. 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 consisting of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Offeror, 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>.

B. 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)]

C. Annual Submission Requirement: Any entity contracting with the Commission shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this proposal request. Offerors may choose to send the required documentation using one of the following options:

- (1) Send the **Notarized Affidavit of Work Authorization (Exhibit C)** to the **RFP** to c/o St. Louis County Executive, 41 S. Central Avenue, St. Louis, MO 63105
- (2) 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 Offeror 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.

5. *Fingerprinting and Background Checks:* As applicable to law enforcement building locations, , and prior to starting any work on this Agreement, the Successful Offeror shall comply with all federal, state and local law applicable to fingerprinting and background checks requirement on all personnel, including the Successful Offeror's employees, contractors, subcontractors and other agents, who will perform work at any of the Commission Law Enforcement Site(s), as follows:

- (1) The Successful Offeror shall provide to the Commission proof that the Successful Offeror is registered with the State of Missouri Highway Patrol; or
- (2) The Commission shall perform its own fingerprinting and background checks on all of Successful Offeror's personnel, employees, contractors and subcontractors the Successful Offeror shall assign to the performance of this Agreement, and the Commission shall have the right, in its sole discretion, to refuse any Successful Offeror

personnel access to any Commission Site in light of the results of the background check performed as provided in this paragraph.

6. **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 Offeror shall comply with all local, state, and federal laws and regulations relating to this RFP and, if applicable, the performance of the Resulting Agreement.
7. **Venue:** Any legal action, suit or proceeding brought by any Offeror 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. Louis County, Missouri or the federal district court located in St. Louis, Missouri, and each Offeror irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally. The Offeror shall not bring any legal action, suit or proceeding in any other jurisdiction against the Commission. The Offeror 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.
8. **Waiver of Jury Trial:** The offeror knowingly, voluntarily, and irrevocably waives any and all rights to a trial by jury in any action, proceeding, claim, or counterclaim arising out of or relating to this request for proposals, any resulting contract, or any of the transactions contemplated therein.
9. **Ownership of Records:** All documents, reports, exhibits, etc., produced by the Offerors at the direction of the Commission and information supplied by the Commission shall remain the property of Commission. The Commission shall have the right to reproduce and/or use any products derived from the successful Offeror's work without payment of any royalties, fees, etc.
10. **Release to Public/Confidentiality:** No material or reports prepared by the successful Offeror shall be released to the public without the prior consent of the Commission. The Offerors shall not disclose to third parties' confidential factual matters provided by Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Offerors shall notify the Commission immediately of any request for such information.
11. **Conflict of Interest:** Each Offeror 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 Offeror 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.
12. **Indemnification:** Each Offeror agrees to defend (with counsel chosen by the Offeror with consent of the Commission), indemnify and hold harmless the Commission, including attorney fees, 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 arising out of the Offeror's performance of its obligations under this RFP and, as applicable, the Resulting Agreement.
13. **Insurance:** For proposal purposes, Offerors must submit copies of certificates of insurance documenting the following coverages:
 - A. **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.

- B. Automobile, General Liability and Property Damage:** The Successful Offeror 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.

- C. Additional Requirements:** The Automobile & General Liabilities policies shall be endorsed to include the Commission as an additional insured including the following language: "Nothing in this endorsement shall serve to operate as a waiver of the Commission's Sovereign Immunity or broaden the liability of the Commission beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri". Offeror shall provide for 30 days advance written notice of any material change. A Waiver of Subrogation in favor of the Commission 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 Commission. A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the Commission prior to the commencement of any work. It shall be the successful Offeror's responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.

- 14. Non-Appropriation:** Any obligation on the part of the Commission to pay any amount due under the agreement is subject to appropriation by the State of Missouri and any other political subdivision thereof contributing to the costs of the Commission in each fiscal year of funds sufficient to fulfill the terms of the agreement. Should the State or any subdivision fail to appropriate sufficient funds in its annual budget legislation for any of the fiscal years to which the Commission's obligation to pay any amount due under the agreement applies, the Commission's obligation to pay any funds under this agreement shall cease without penalty and without further payment being required, regardless of the nature of cause for any claim for payment by the Owner's Representative, and the agreement will terminate upon written notice by the Commission that there are not sufficient authorized funds lawfully available to meet the Commission's payment obligations
- 15. Commission's Right to Terminate for Convenience:** The Commission 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 Offeror, which states the effective date of the termination. Upon such termination, the Offeror shall be entitled only to payment for services actually rendered prior thereto and not any other amount whatsoever.
- 16. Examination of Records (Exhibit D):** The Successful Offeror'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 Commission Auditor, or a duly authorized representative from the Commission, at the Commission's expense. The successful Offeror must preserve all such records for a period of three years, unless permission to destroy them is granted by the Commission, or for such longer period as may be required by law, after the final payment. Since the Successful Offeror is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Successful Offeror's operations, obtained during audits, will be kept confidential. The Successful Offeror 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.

17. 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.*

_____ "YES" our company has a veteran friendly employment policy.

_____ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran-friendly employment policy with your submission.

RFP

Owner's Representation for Construction Services

PRICING PAGE

PRICING CRITERIA (by Phase)	QTY (Hours)	Cost
Consultant Services (if applicable)		
Total Project Hours/Cost:		

Reimbursable/Mark-Up	Mark-Up %	Est Total Cost

Note: The table above states the minimum required Pricing information. For any additional pricing information, please insert additional lines to the table above, or submit a new table, or attach additional pages, clearly marked "PRICING PAGE". An Addendum for hourly rates for all staff must be provided.

Company Name: _____

Offeror Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Authorized Signature of Offeror: _____

EXHIBIT A DRAFT CONTRACT

NOTE: This document is only a Draft, and it is being provided with the RFP for information purposes only. A fully completed document shall be prepared upon award of the Contract pursuant to this RFP to the Successful Offeror/Consultant and shall reflect both parties' agreement and input on the terms and conditions which will be included in the final fully executed Agreement.

AGREEMENT

Between

COMMISSION

and

VENDOR NAME

for

OWNER'S REPRESENTATION FOR CONSTRUCTION SERVICES

This is an Agreement between: the Gateway Regional Law Enforcement Training Center COMMISSION, a political subdivision of the State of Missouri created pursuant to Section XVI Article VI of the Missouri Constitution and related Missouri Statutes, its successors and assigns, hereinafter referred to as "OWNER,"

AND

CONSULTANT, its successors and assigns, hereinafter referred to as "Owner's Representative."

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, OWNER and OWNER'S REPRESENTATIVE agree as follows:

ARTICLE 1 OWNER'S REPRESENTATIVE'S RESPONSIBILITIES

1.1 OWNER'S REPRESENTATIVE'S SERVICES

1.1.1 The Owner's Representative's services consist of those services performed by the Owner's Representative, Owner's Representative's employees and Owner's Representative's consultants as enumerated in Articles 2 and 3 of this Agreement.

1.1.2 The Owner's Representative's services shall be provided in conjunction with the services of an Architect, Construction Manager at Risk (CMAR), and contractors and subcontractors, to be identified and determined as part of the competitive RFP process and contracted between Owner and the architect (Architect Agreement) or Construction Manager at Risk ("CMAR Agreement").

1.1.3 The Owner's Representative shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with

the interests of the Owner.

ARTICLE 2 SCOPE OF OWNER'S REPRESENTATIVE'S BASIC SERVICES

2.1 DEFINITION

The Owner's Representative's Basic Services consist of those described in Paragraphs 2.2 and 2.3.

2.2 PRE-CONSTRUCTION PHASE

2.2.1 The Owner's Representative shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Owner's Representative shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other including land use and analysis assessment.

2.2.3 Based on early schematic designs and other design criteria prepared by the Architect, the Owner's Representative shall oversee preparation of preliminary estimates of Construction Cost for program requirements using area, volume or similar conceptual estimating techniques. The Owner's Representative shall provide value engineering and cost evaluations of alternative materials and systems.

2.2.4 The Owner's Representative shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The Owner's Representative shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.

2.2.5 The Owner's Representative shall provide regular reports and updates and prepare and periodically update a Project Schedule (a detailed timetable that outlines the project's tasks, their dependencies, and the resources assigned to them, along with start and end dates and key milestones) for the Architect's review and the Owner's acceptance. The Owner's Representative shall obtain the Architect's approval for the portion of the preliminary project schedule relating to the performance of the Architect's services. In the Project Schedule, the Owner's Representative shall coordinate and integrate the Owner's Representative's services, the Architect's services, the CMAR, and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.

2.2.6 As the Architect progresses with the preparation of the Schematic, Design Development and Construction Documents, the Owner's Representative shall assist the Architect in preparing and updating, at appropriate intervals estimates of Construction Cost of increasing detail and refinement. The estimated cost of each Contract shall be indicated with supporting detail. Such estimates shall be provided for the Architect's review and the Owner's approval. The Owner's Representative shall advise the Owner and Architect if it appears that the Construction Cost may exceed the latest approved Project budget and make recommendations for corrective action.

2.2.7 The Owner's Representative shall consult with the Owner, CMAR, and Architect regarding the

Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

2.2.8 The Owner's Representative shall review the CMAR arrangements for the provision of Project facilities and equipment, materials and services for common use of the Contractors. The Owner's Representative shall verify that such facilities, equipment, materials and services are included in the proposed Contract Documents.

2.2.9 The Owner's Representative shall review recommendations from the CMAR regarding the allocation of responsibilities for safety programs among the Contractors.

2.2.9.1 The Owner's Representative shall expedite and coordinate with the Construction Manager at Risk the ordering and delivery of materials requiring long lead time.

2.2.10 The Owner's Representative may, at Owner's direction, assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

2.2.11 The Owner's Representative shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Owner's Representative shall make recommendations for actions designed to minimize adverse effects of labor shortages.

2.2.12 The Owner's Representative shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs for inclusion in the Contract Documents.

2.2.13 Following the Owner's approval of the Construction Documents, the Owner's Representative shall oversee the CMAR's update and submission of the latest estimate of Construction Cost and the Project construction schedule for the Architect's review and the Owner's approval.

2.2.14 The Owner's Representative shall develop bidders' list and interest in the Project and establish bidding schedules. The Owner's Representative, with the assistance of the Owner and Architect, shall assist in the issuance bidding documents to bidders and conduct prebid conferences with prospective bidders. The Owner's Representative shall assist with regard to questions from bidders and with the issuance of addenda.

2.2.15 The Owner's Representative shall assist in reviewing bids, prepare bid analyses, participate in any interviews, and make recommendations to Owner for the Owner's award of Contracts or rejection of bids.

2.2.16 The Owner's Representative shall assist the owner in preparing Construction Contracts and advise the Owner on the acceptability of Contractors and material suppliers proposed by Contractors. To the extent required by law, the sub-contractors or the Construction Manager at Risk if the Owner has agreed that the Construction Manager at Risk can self-perform. The Construction Contracts shall include a clause requiring that all labor performed in constructing the Project shall be compensated at prevailing wage, in accordance with the then current Missouri Division of Labor Standards Annual Wage Order applicable to the Commission. The Owner's Representative shall also assure that the Contractors comply with all requirements set forth in the Grant.

2.2.16.1 After award of any contract wherein such a requirement exists, the Owner's Representative's shall receive and maintain certificates of insurance from the CMAR and any contractors or subcontractors and forward them to the Owner with a copy to the Architect.

2.2.17 The Owner's Representative shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors and shall coordinate obtaining said permits with the relevant local jurisdictions. The Owner's Representative shall verify that the Owner, CMAR, or other contractor or subcontractor, if applicable, has paid applicable fees and assessments. The Owner's Representative, CMAR, and Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approvals of the local municipality in which the project is located

2.3 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONTRACTOR AGREEMENT

2.3.1 The Construction Phase will commence with the award of the Contractor Agreement or purchase orders and any Notice to Proceed, together with the Owner's Representative's obligation to provide Basic Services under this Agreement, will end 30 days after final payment to Contractor is paid.

2.3.2 The Owner's Representative shall provide administration of the Contractor Agreement in cooperation with the CMAR and Architect as set forth below.

2.3.3 The Owner's Representative shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the CMAR, the Owner, and the Architect to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the CMAR Agreement. The Owner's Representative shall make, regular and frequent on-site visits to the Project in most phases of construction on a daily basis for the purpose of conducting evaluations of the progress of construction at Owner's direction, and prepare progress reports, including compliance with the schedule, plans and specifications.

2.3.4 The Owner's Representative shall participate in meetings on at least a weekly basis to discuss such matters as procedures, progress and scheduling, but as often as necessary to effectuate the Project and at Owner's direction and request. The Owner's Representative shall prepare and promptly distribute minutes to the Owner, Architect and the CMAR.

2.3.5 Utilizing the Construction Schedules provided by the CMAR, the Owner's Representative shall update the Project schedule incorporating the activities of the CMAR on the Project. The Owner's Representative shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Owner's Representative shall recommend corrective action to the Owner, the CMAR, and Architect as necessary.

2.3.6 The Owner's Representative shall monitor the CMAR's performance and recommend courses of action to the Owner when requirements of the Contractor Agreement are not being fulfilled.

2.3.7 The Owner's Representative shall monitor the approved estimate of Construction Cost.

2.3.8 The Owner's Representative shall maintain records related to costs and compare regularly with estimates, updating Owner as appropriate and make appropriate recommendations for payment.

2.3.9 The Owner's Representative shall assist in development and implementation procedures for the review and processing of applications by other parties for progress payments and final payments. Owner may require Owner's Representative to review any lien waivers or certified payrolls, as applicable.

2.3.9.1 The Owner's Representative shall submit monthly invoices for payment for services actually performed to Owner. The Owner may dictate the form and content of invoices prior to payment.

2.3.10 The Owner's Representative shall determine in general that the Work of the CMAR is being performed in accordance with the requirements of the CMAR's Agreement, endeavoring to guard the Owner against defects and deficiencies in the Work. The Owner's Representative, in consultation with the Architect, may reject Work which does not conform to the requirements of the CMAR's Agreement.

2.3.11 The Owner's Representative shall assist in scheduling and coordination of the sequence of construction in accordance with the CMAR's Agreement and the latest approved Project construction schedule.

2.3.12 With respect to the CMAR's Work, the Owner's Representative shall not have control over or charge of and shall not be responsible for the employees, agents, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of the CMAR, since these are solely the CMAR's responsibility under their Agreement.

2.3.13 The Owner's Representative shall review requests for changes, assist in negotiating and preparing the proposals and related documents, and, if Owner's Representative approves, forward recommendations for Owner's review. Owner shall have final approval of any change orders.

2.3.14 The Owner's Representative shall assist the Owner in the review, evaluation, and documentation of any insurance claims related to the project.

2.3.15 In collaboration with the Architect and the CMAR, the Owner's Representative shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. The Owner's Representative shall assist with any submittals with information contained in related documents.

2.3.16 The Owner's Representative shall ensure the CMAR records the progress of the Project. The CMAR shall submit written progress reports to the Owner and Architect including information on the Contractor and its Work, as well as the entire Project, showing percentages of completion. The CMAR shall keep a daily log containing a record of weather, the Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

2.3.17 The Owner's Representative shall operate out of the Construction Office of the CMAR throughout the duration of the project.

2.3.18 With the CMAR, Architect, and the Owner's maintenance personnel, the Owner's Representative shall observe the final testing and start-up of utilities, commissioning, operational systems, and equipment.

2.3.19 When the CMAR considers the Work or a designated portion thereof substantially complete, the Owner's Representative shall, jointly with the CMAR and the Architect, prepare a list of incomplete or unsatisfactory items and a schedule for their completion. The Owner's Representative shall assist in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

2.3.20 The CMAR shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Owner's Representative shall evaluate the completion of the Work and make recommendations to the Architect when Work is ready for final inspection. The Owner's Representative shall assist the Architect in conducting final inspections.

2.3.21 The Owner's Representative shall obtain and deliver all warranties, operations and maintenance manuals, and similar submittals required by the Agreements, all keys, manuals, record drawings (in PDF and AutoCAD format), and maintenance stocks to the Owner.

2.3.22 The duties, responsibilities and limitations of authority of the Owner's Representative as set forth in this Agreement shall not be restricted, modified, or extended without written consent of the parties.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

The services described in this Article 3 are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Optional Additional Services described under Paragraph 3.3 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond the Owner's Representative's control, the Owner's Representative shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.2 are not required, the Owner shall give prompt written notice to the Owner's Representative. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Owner's Representative shall have no obligation to provide those services.

3.2 CONTINGENT ADDITIONAL SERVICES

3.2.1 Providing services required because of significant and substantial changes in the Project including, but not limited to, changes in size, quality, complexity or the Owner's schedule.

3.2.2 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.2.3 Providing services made necessary by the termination or default of the Architect or Contractor, by major defects or deficiencies in the Work of Contractor, or by failure of performance of either the Owner or Contractor under the Contractor Agreement.

3.2.4 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.2.5 Providing services in connection with a public hearing or legal proceeding except where the Owner's Representative is party thereto.

3.3 OPTIONAL ADDITIONAL SERVICES

3.3.1 Providing services relative to future facilities, systems and equipment.

3.3.2 Providing services to investigate existing conditions or facilities or to provide measured drawings thereof.

3.3.3 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.3.4 Providing services required for or in connection with the Owner's selection, procurement or installation of furniture, furnishings and related equipment.

3.3.5 Providing services for tenant improvements.

3.3.6 Providing any other services not otherwise included in this Agreement.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project based on consultation with the Owner's Representative, CMAR, and Architect, which shall include the Construction Cost, the Owner's other costs and reasonable contingencies related to all these costs. 4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the Owner's Representative in order to avoid unreasonable delay in the orderly and sequential progress of the Owner's Representative's services

4.4 The Owner has retained an architect whose services, duties and responsibilities are described in the Architect Agreement. The Terms and Conditions of the Agreement between the Owner and Architect shall be furnished to the Owner's Representative and shall not be modified in any substantial, material respect except as to remuneration, without written consent of the Owner's Representative, which consent shall not be unreasonably withheld. The Owner's Representative shall not be responsible for actions taken by the Architect.

4.5 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contractor Agreement.

4.6 The Owner shall furnish the Owner's Representative with a sufficient quantity of Construction Documents.

4.7 The services, information and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Owner's Representative shall be entitled to rely upon the accuracy and completeness thereof.

4.8 Owner shall deliver prompt, written notice to the Owner's Representative, CMAR, and Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contractor Agreement.

4.9 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Owner's Representative's responsibilities under this Agreement. The Owner's Representative shall notify the Owner if any such independent action will interfere with the Owner's Representative's ability to perform the Owner's Representative's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractor.

4.10 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly delivery of the Owner's Representative's services and the progress of the Work.

ARTICLE 5 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Owner's Representative may retain one record set. The Owner's Representative shall not own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Owner's Representative's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Project. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Owner's Representative, are for use solely with respect to this Project. They are not to be used by the Owner's Representative on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Owner's Representative is granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the performance of the Owner's Representative's services under this Agreement.

All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

ARTICLE 6 COMPENSATION

6.1 AMOUNT AND METHOD OF COMPENSATION

6.1.1 Owner agrees to pay Owner's Representative as compensation for performance of all services as related to Exhibit "A" required under the terms of this Agreement a total maximum amount not to exceed \$XXX,XXX.00 (INSERT WRITTEN DOLLAR AMOUNT and xx/100 Dollars) which total maximum amount includes: (1) a maximum amount not-to-exceed \$XXX,XXX.00 (INSERT WRITTEN DOLLAR AMOUNT and xx/100 Dollars); and (2) Owner shall reimburse Owner's Representative for Reimbursables as described in Section 6.2 up to a maximum amount not to exceed \$XXX.00 (INSERT WRITTEN DOLLAR AMOUNT and xx/100 Dollars). It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that Owner's Representative shall perform all services set forth for total compensation in the amount of or less than that stated above. The total hourly rates payable by Owner for each of Owner's Representative's employee categories are as set forth on Exhibit "B".

6.2 REIMBURSABLES

6.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, and shall be limited to the cost of printing, reproduction or photography which is required by or of Owner's Representative to deliver services set forth in this Agreement.

Reimbursable subconsultant expenses are limited to the items described above when the

subconsultant agreement provides for reimbursable expenses.

6.2.2 Owner's Representative hereby acknowledges and agrees that the dollar limitation set forth in Section 5.1 is a limitation upon, and describes the maximum extent of, Owner's obligation to reimburse Owner's Representative for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon Owner's Representative's obligation to incur such expenses in the performance of services hereunder. If Owner or Contract Administrator requests Owner's Representative to incur expenses not contemplated in this Section 6.2, Owner's Representative shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by Owner prior to incurring such expenses.

ARTICLE 7 TERMINATION

7.1 This Agreement may be terminated by either party for cause, or by Owner for convenience, upon thirty (30) days written notice from the terminating party to the other party. In the event of such termination, Owner's Representative shall be paid only its compensation for services performed prior to termination date, and no other costs, expenses, losses or damages whatsoever. In the event that Owner's Representative abandons this Agreement, Owner's Representative shall indemnify Owner against any loss pertaining to this termination.

ARTICLE 8 EXAMINATION OF RECORDS

8.1 Owner's Representative's records which shall 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 Commission Auditor, or a duly authorized representative from Owner, at Owner's expense. Owner's Representative shall preserve all such records for a period of three (3) years, unless permission to destroy them is granted by Owner, or for such longer period as may be required by law, after the final payment. Since Owner's Representative is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding Owner's Representative's operations obtained during audits will be kept confidential.

ARTICLE 9 ASSIGNMENT

9.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by Owner's Representative, under any circumstances, without the prior written consent of Owner.

ARTICLE 10 INDEMNIFICATION AND INSURANCE

10.1 INDEMNIFICATION OF OWNER

10.1.1 To the fullest extent permitted by law, Owner's Representative agrees to indemnify and hold harmless Owner and its directors, officers, agents, and/or employees from all claims, losses, suits, damages, liabilities and expenses of whatever kind or nature, including reasonable attorney's fees, arising out, or connected in any way to any negligence or reckless act, fault, error or omission of Owner's

Representative or any person employed by Owner's Representative, or anyone else for whose acts Owner's Representative is legally liable.

10.1.2 The provisions of subsection 10.1.1 above shall survive the expiration or earlier termination of this Agreement.

10.2 INSURANCE

Owner's Representative shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Errors and Omissions (Professional Liability) Insurance, Commercial General Liability (CGL) Insurance, Automobile Liability Insurance, Workers' Compensation/Employer's Liability Insurance, and Excess Umbrella Insurance in the limits set forth below.

10.2.1 Errors and Omissions (Professional Liability) Insurance with the limits of liability provided by such policy to be no less than \$1,000,000 per Claim / \$2,000,000 aggregate covering all services provided pursuant to this Agreement. Coverage shall be written on a claims made basis.

Owner's Representative shall notify Owner in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

10.2.2 Automobile, General Liability and Property Damage Insurance with limits no less than \$1,000,000 for bodily injury or death to any one person and property damage, and \$3,000,000 per occurrence for automobile and general liability. Coverage shall cover all liability arising from premises, products, completed operations, independent contractor and personal injury and property liability assumed under an insured contract. A Combined Single Limit in the amount of \$3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.

10.2.3 Workers' Compensation/Employer's Liability Insurance to apply for all employees in compliance with the Workers' Compensation Law of the State of Missouri (or a qualified self-insurer) and all applicable federal laws and Employer's Liability in an amount of no less than \$1,000,000.

10.2.4 Such policy or policies shall be written through a company duly authorized to do business in the State of Missouri and having agents upon whom service of process may be made in the State of Missouri, and with an A.M. Best Rating of A-XI or higher. The Professional Liability, Commercial General Liability, Automobile and Umbrella policies shall be endorsed to name Owner as an additional insured including the following language: "Nothing in this endorsement shall serve to operate as a waiver of the Commission's Sovereign Immunity or broaden the liability of the Commission beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri". Owner's Representative shall provide for thirty (30) days advance written notice of any material change to or cancellation of the policies. A waiver of subrogation endorsement shall be endorsed on each of the policies. The policy shall specifically state that the insurance required by this section, as it pertains to the Owner, shall be primary insurance and any other insurance or self-insurance programs maintained by Owner is strictly excess and secondary. Owner's Representative shall, prior to the commencement of any work, provide Owner with valid Certificates of Insurance evidencing the insurance required by this section together with a copy of the required endorsements. Owner reserves the right to require a certified copy of such policies upon request.

ARTICLE 11 MISCELLANEOUS

11.1 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

The parties further agree that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.2 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. All notices shall be effective upon the date of receipt. For the present, the parties designate the following as the respective places for giving of notice:

FOR THE COMMISSION:

Chair
c/o St. Louis County Executive
41 S. Central Avenue
St. Louis, MO 63105

Vice-Chair
c/o St. Louis County Executive
41 S. Central Avenue
St. Louis, MO 63105

FOR CONSULTANT:

Contact Name
Vendor Name
Street Address
City, ST Zip Code

11.3 COMPLIANCE WITH SECTION 285.530, RSMO

As required by Section 285.530 of the Revised Statutes of Missouri, as a condition for the award of any contract or grant in excess of \$5,000 by Owner, Owner's Representative shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Owner's Representative's affidavit shall include an affirmation that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Attachments A and B shall be sufficient to meet the requirements of this section.

Upon enrollment and participation in a federal work authorization program, Owner's Representative shall retain for three (3) years a copy of dated verification report received from the federal government.

11.4 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

11.5 CHOICE OF LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Owner's Representative and Owner agree that venue for any legal action arising out of this Agreement shall lie in the Circuit Court of St. Louis County, Missouri.

11.5.1 WAIVER OF JURY TRIAL

The offeror knowingly, voluntarily, and irrevocably waives any and all rights to a trial by jury in any action, proceeding, claim, or counterclaim arising out of or relating to this request for proposals, any resulting contract, or any of the transactions contemplated therein. The parties agree that any trial will be before a judge and jury trial is waived.

11.6 SEVERABILITY

Any provision or part of this Agreement held by a court of competent jurisdiction to be void or unenforceable shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner's Representative and Owner, who hereby agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision or part.

11.7 OWNER'S REPRESENTATIVE'S STAFF

Owner's Representative will provide [NAMED EMPLOYEE] for this Project as long as they are in Owner's Representative's employment.

11.8 APPROPRIATIONS

Any obligation on the part of the Commission to pay any amount due under the agreement is subject to appropriation by the State of Missouri and any other political subdivision thereof contributing to the costs of the Commission in each fiscal year of funds sufficient to fulfill the terms of the agreement. Should the State or any subdivision fail to appropriate sufficient funds in its annual budget legislation for any of the fiscal years to which the Commission's obligation to pay any amount due under the agreement applies, the Commission's obligation to pay any funds under this agreement shall cease without penalty and without further payment being required, regardless of the nature of cause for any claim for payment by the Owner's Representative, and the agreement will terminate upon written notice by the Commission that there are not sufficient authorized funds lawfully available to meet the Commission's payment obligations.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Commission this ____ day of _____, 202__.

Executed by Owner Representative this ____ day of _____, 202__.

VENDOR NAME

COMMISSION

SIGNATURE BLOCKS WILL BE PROVIDE PRIOR TO AWARD OF THE AGREEMENT

EXHIBIT A

I certify that _____ (Entity Name) meets the definition of a business entity as defined in Section 285.525, RSMo, pertaining to Section 285.530, RSMo.

Authorized Business Entity
Representative's Name
(Please print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, it must perform/provide the following. Business entity should check each to verify completion/submission:

Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

Provide documentation affirming said company's / individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing Consultant's name and the MOU signature page completed and signed, at minimum, by Consultant and the Department of Homeland Security - Verification Division; (if the signature page of the MOU lists Consultant's name, then no additional pages of the MOU must be submitted); AND

Submit a completed, notarized Affidavit of Work Authorization attached hereto.

AFFIDAVIT OF WORK AUTHORIZATION

The proposer/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 Commission 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

EXHIBIT B

List Salary Costs or include attachment here

EXHIBIT C

NOTE: This document is only a Draft, and it is being provided with the RFP for information purposes only. A fully completed document shall be prepared upon award of the Contract pursuant to this RFP to the Successful Offeror/Consultant and shall reflect both parties' agreement and input on the terms and conditions which will be included in the final fully executed Agreement.

This NON-DISCLOSURE AGREEMENT (hereinafter "Agreement"), entered into this ____ day of _____, _____, is by and between _____, located at _____ (hereinafter "Contractor") and Commission, Missouri, an intergovernmental municipal joint cooperation and development assistance commission created by intergovernmental agreement, with mailing address of c/o St. Louis County Executive, 41 S. Central Avenue, St. Louis, MO 63105, Missouri (hereinafter "Commission").

WHEREAS, Contractor has been engaged by the Commission to provide certain products and/or services; and

WHEREAS, in its performance of services for the Commission, Contractor may have access to certain confidential or proprietary information or data;

WHEREAS, it is in the interests of the parties that discussions and exchange of information and/or data be carried on in a controlled environment and that confidential and proprietary information or data developed by the parties, or accessed by Contractor or its employees or agents, whether from Commission resources directly or from other sources by virtue of the Commission having access to such sources, be protected from further disclosure unless the Commission approves of its release;

NOW, THEREFORE, for and in consideration of the engagement of Contractor to provide certain products and/or services for the Commission, Contractor agrees as follows:

1. In the course of its performance of services for the Commission, Contractor will have access to certain information or data which is confidential and/or proprietary, including but not limited to the Commission's confidential business and/or other technical information and private data of citizens (hereinafter referred to collectively as "Confidential Information"). Confidential Information may be in written, electronic, photographic or other tangible form, and it may be provided orally or visually. Confidential Information disclosed in a tangible or electronic form may be marked or otherwise identified as such by the Commission, but in no event shall the absence of such a mark or identification in any way affect Contractor's obligations hereunder, including without limitation its obligation to treat such information or data as confidential. Contractor shall treat all information or data of which Contractor becomes aware as a result of its engagement with the Commission as confidential unless: (a) the information/data was rightfully known to Contractor, without restriction on disclosure, prior to its engagement with the Commission; (b) the information/data is or has become generally available to the public, without the fault or negligence of Contractor; (c) Contractor rightfully received the information/data from a third party without a duty of confidentiality; (d) Contractor independently developed the information/data without use of Commission's confidential information; or (e) authorized, in writing, by the Commission. Confidential Information made available to Contractor may include information of third parties, and the source of such information or data shall not affect its treatment hereunder.

2. Except as specifically permitted in this Agreement or as otherwise authorized in writing by the Commission, Contractor and its employees and agents shall not, at any time, in any fashion, form or manner, whether directly, indirectly or by accident, divulge, disclose, communicate or use, any Confidential Information, or methods of accessing same, that is received, obtained, acquired or developed in

association with its engagement with the Commission, whether prior to, during or subsequent to its engagement, unless necessary to effectuate the purposes of its engagement with the Commission. Contractor's sole purpose for accessing and/or using Confidential Information shall be to perform its contractual obligations to the Commission. Contractor is permitted to make exact copies of the Confidential Information but only to the extent necessary to effectuate the purposes of its engagement with the Commission.

3. Contractor agrees that any Confidential Information it receives from the Commission or accesses by virtue of its engagement with the Commission shall be provided only to staff who have an official business need and who have read, understood and agreed to terms substantially similar to those stated in this Agreement. Contractor agrees that when access to Confidential Information results in access to information beyond that which is necessary for the purpose for which access was granted, it will access only the information or data needed for the purpose for which access was given. When Contractor's employees or agents no longer have a need for access to Confidential Information, whether because of termination of employment, reassignment of job duties or otherwise, Contractor shall ensure that access of such employees or agents is terminated.

4. Contractor acknowledges and agrees that it, its employees and agents are bound by all applicable federal and state laws governing confidentiality and/or privacy of information including but in no way limited to individuals' personally identifiable information, e.g., protected health information (PHI) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

5. The parties hereby acknowledge and agree that this Agreement is subject to, and the parties will act in accordance with, the Missouri Sunshine Law (Chapter 610, RSMo.). Contractor agrees to immediately notify the Commission of any request for information or data concerning or related to Commission business received from a third party. Contractor is permitted to disclose the Confidential Information as required by a court or other governmental entity of competent jurisdiction; provided, however, that Contractor shall: (a) where permitted by law, give the Commission prompt written notice upon receipt of a disclosure requirement and before the disclosure is made; (b) take reasonable actions and provide reasonable assistance to the Commission to ensure confidential treatment of the Confidential Information, at Contractor's cost; and (c) disclose only such Confidential Information as is legally compelled.

6. Contractor agrees not to issue any press release, give or make any presentation, or give to any print, electronic or other news media any information regarding its engagement with the Commission without the advance approval in writing by the Commission.

7. Contractor agrees that all Confidential Information in its possession as a result of the engagement, including all intellectual property rights therein, at all times remains the sole property of the Commission. Nothing herein shall be construed as granting Contractor any rights, express or implied, including without limitation any intellectual property rights, in the Confidential Information, other than the limited right to use it to effectuate the purpose of its engagement with the Commission.

8. Contractor's right to access and/or use the Confidential Information shall cease upon completion of its engagement with the Commission; however, its obligations hereunder shall survive in perpetuity. Upon completion of its engagement or upon request by the Commission, Contractor will turn over to the Commission all reports, notes, memoranda, notebooks, drawings, and other information or data developed, received, compiled by or delivered to Contractor and/or its employees or agents, regardless of the source of said Confidential Information. Contractor agrees to return or, with the written consent of Commission, destroy all Confidential Information, including all copies, at the conclusion of the engagement or at an earlier date set forth by the Commission in its sole discretion. "Destruction" includes the complete purging of all Confidential Information from all computers and back-up media storage. Upon request by the Commission, Contractor shall certify in writing that it has complied with its obligations under this section.

9. Contractor, its employees and agents shall not attach or load any additional hardware or software to Commission equipment unless authorized by the Commission in writing and will only use those access rights and will only access those systems, directories, information or data authorized by the Commission for its/his/her use to effectuate the purpose of Contractor's engagement with the Commission. All requests for access must be communicated to the Commission's System Administrator.

10. Contractor agrees to transmit Confidential Information only through the use of secure methods and that it shall use the same or a greater degree of care in safeguarding the Confidential Information as it uses for its own confidential information (but no less than reasonable care). Upon the discovery of any disclosure or misuse of the Confidential Information, Contractor shall immediately notify the Commission and shall act to prevent any further disclosure or misuse, including enforcing obligations of parties to whom it has disclosed the Commission's Confidential Information. Contractor shall be liable for any such unauthorized disclosure or misuse.

11. Contractor agrees to store any Confidential Information it receives in secure, locked containers. Where data is stored on a computer or other electronic media, Contractor must have an appropriate computer security policy that protects Confidential Information from unauthorized disclosure. The computer security policy must include provisions that address the physical security of computer resources; equipment security to protect equipment from theft and unauthorized use; software and data security; and access control. Any access to the stored data, wherever and however stored, must be limited to staff who have an official business need and who have read, understood and agreed to terms substantially similar to those stated in this Agreement. Responsibility for computer security must be assigned to a specific individual or organization, and that assignment must be documented.

12. Contractor agrees: (a) to use the Confidential Information furnished under this Agreement only to effectuate the purposes of its engagement with the Commission; and (b) to retain such Confidential Information only so long as necessary to effectuate the purposes of its engagement with the Commission.

13. Contractor agrees that if it and/or its employees or agents breaches or threatens to breach this Agreement, in addition to having its engagement with the Commission terminated, the Commission shall have all equitable and legal rights (including the right to obtain injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable attorneys' fees) for losses and damages resulting such breach or threatened breach. Contractor acknowledges that compensation may not be sufficient and that injunctive relief to prevent or limit any breach may be the only viable remedy to fully protect the Confidential Information. Contractor further understands and agrees that the terms of this Agreement shall survive the term of the engagement, and Contractor will abide by the terms of this Agreement in perpetuity.

14. Contractor shall indemnify and hold harmless the Commission from any and all claims, suits, causes of action, damages, and costs of any kind (including attorneys' fees) arising out of or in any way related to Contractor's unauthorized disclosure and/or misuse of Confidential Information.

15. Contractor agrees that it shall not assign any of its rights or delegate any of its obligations under this Agreement without the Commission's prior written consent.

16. This Agreement constitutes the entire agreement between to the parties as to the subject matter hereof. It may be modified only by written agreement of the parties. It shall be governed by the laws of the State of Missouri, without regard to choice of law provisions.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes and all of which together constitute one and the same instrument. This Agreement may be

executed and delivered by facsimile or other electronic signature by either party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

{Signatory to Follow}

EXHIBIT D

NOTE: THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE PROPOSAL

AFFIDAVIT OF WORK AUTHORIZATION

The proposer/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 Commission 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

EXHIBIT E

NOTE: THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE PROPOSAL

Audit Clause for Contracts **Examination of Records**

The Offeror/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 Commission Auditor, or a duly authorized representative from the Commission, at the Commission's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the Commission, 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 Offeror/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.

Offeror Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all RFP terms and conditions)

Date: _____

EXHIBIT F

Anti-Discrimination Against Israel Act Certification

1. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Commission shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
2. **This requirement shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.**
3. Vendor affirms they have reviewed the requirements and definitions contained in RSMo. § 34.600.

Vendor hereby certifies they have complied with the terms of RSMo § 34.600, as applicable to this agreement, and will comply for the duration of the contract period.

Vendor

Date