



**TWENTY-SECOND JUDICIAL CIRCUIT**

**CITY OF ST. LOUIS**

**REQUEST FOR PROPOSAL**

**FOR**

**COURT PROPERTY EXAMINATION, IDENTIFICATION, AND  
REPORTING SERVICES**

**(RFP # 01-2011)**

**Proposal Due: January 9, 2012**

**M. Jane Schweitzer, Circuit Clerk  
Civil Courts Building  
Telephone 314-622-4433 Fax 314-622-4537  
10 N. Tucker Blvd.  
St. Louis, MO 63101**

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**I. OVERVIEW**

The Twenty-Second Judicial Circuit, (City of St. Louis) (the "Circuit") is currently seeking proposals for court property examination, identification (i.e. court costs, restitution, fines, bonds, registry monies, and unclaimed property), and reporting services for several old inactive bank accounts. (The Contractor is referred to the audit of the Special Interest Trust Fund performed by then Missouri State Auditor Claire McCaskill in October, 2005 identified as Report No. 2005-78 for a more detailed history of these funds.)

The purpose of this court property examination, identification and reporting RFP is to acquire professional services that will examine the various financial records of the old inactive bank accounts to identify the legal owner of the funds. After the examination and identification process, the contractor will provide the necessary reports to the Circuit and to the Missouri State Treasurer to enable the Circuit to disburse these funds to the appropriate parties.

**II. DEFINITIONS**

Cash Bond – A bond is money which is posted to obtain the release of a person from legal custody.

Circuit – Twenty-Second Judicial Circuit, City of St. Louis.

Contractor – Organization/individual submitting a proposal in response to this RFP.

Court Cost – The amounts assessed against a party in litigation. Court costs may include fees, miscellaneous charges, and surcharges.

Filing Fee Deposit - The filing deposit, set by local court rule, is collected when civil case is filed.

Restitution – Repaying victim for loss or damages.

Open Items/Court Registry Funds – The money held on a case that has not been disbursed.

### III. BACKGROUND

The Circuit is responsible for collecting and disbursing funds required to be paid into the registry of the court, and maintaining the related financial records for these funds.

The Circuit has several old bank accounts with monies held for inactive cases. These bank accounts are described as follows:

Civil - Company I: All money received for civil cases with case year 1998 and prior were deposited and disbursed through this account. \$6,991,509 remains in this account and represents filing fee deposits, civil bonds, outstanding checks, and monies placed in the registry of the court.

Civil - Company II: All money received for civil cases with case year 1999 and after were deposited and disbursed through this account. \$109,057 remains in this account and represents filing fee deposits, civil bonds, outstanding checks, and monies placed in the registry of the court.

These civil financial records are maintained on a computer system that was implemented in the 1980's. There are numerous differences between the information contained in the computer system and the manual case files. These differences include fees shown on the open items list that had been disbursed but not reconciled, individual open items not balancing with the financial records, negative balances on the listing, and some types of fees which were mischaracterized.

Criminal – General I: All criminal case receipts before May 1999 were deposited and disbursed through this account. \$388,613 remains in this account and represents partial payment of court costs, and cash bonds. The financial records were manual. There are numerous differences between the various manual records.

Criminal – General II: All criminal case receipts after May 1999 to June 2006 were deposited and disbursed through this account. \$154,605 remains in this account and represents cash bonds and outstanding checks. Prior to January 2002, the majority of the financial records were manual. In January 2002, a new computer system was developed to process all financial transactions.

Garnishment: All money received for garnishments before August 2005 were deposited and disbursed through this account. \$305 remains in this account and represents outstanding checks. The garnishment financial records are maintained on an old computer system that was implemented in the 1980's. There is a difference between the open items listings and the balance in the bank.

#### **IV. SCOPE OF SERVICES AND RANKING OF PROPOSALS**

The Contractor shall provide court property examination, identification (i.e. court costs, restitution, fines, bonds, registry monies, and unclaimed property), and reporting services.

The Contractor shall complete the identification, and reporting of the property of the Circuit as soon as practical after commencing the examination. (See Section 11.10 for Term of the Contract)

##### **4.1. Examination Procedures**

The Contractor shall provide on-site examination, audit, and/or review of manual and computerized financial records, such as cash control records, case fee records, open items records, outstanding check lists, and general ledger records of old inactive bank accounts. The Contractor shall utilize generally accepted accounting principles in identifying unclaimed property and reporting to the Treasurer. The Contractor will perform this work at the direction of the Accounting Specialist at the Circuit.

##### **4.2. Identification Procedures**

The identification shall be in accordance Missouri law on the distribution of court property.

Court property includes the following:

- (a) Cash bonds.
- (b) Court Costs (i.e. clerk fees, court restoration fee, court automation fee, family court fee, law library fee, daily record, service fees, and other court fees).
- (c) Restitution.
- (d) Fines.
- (e) Outstanding checks.
- (f) Court Registry Funds/Open Items.

Upon examination and identification of property, the Contractor shall then coordinate the disbursement of the property to the appropriate entity.

##### **4.3. Reporting Procedures**

The Contractor shall provide written reports to the Circuit and to the Treasurer as follows:

For court cases with open items (deposit), the Contractor shall provide written reports to the Circuit. The report must include:

- (a) Case Number
- (b) Case Description
- (c) Open Items (Deposit) Amount
- (d) Disposition Date
- (e) Detail Breakdown of Court Costs Not Distributed/Applied
- (f) Amount Remaining (Unclaimed Property)

For unclaimed property, the Contractor shall complete the State of Missouri Unclaimed Property Report Form (Treasurer). The report must include:

- (a) Name of Owner (List by Last Name, First Name, MI)
- (b) Owner Street Address
- (c) City, State, Zip, and County
- (d) Owner Social Security Number and/or Date of Birth (if available)
- (e) Acct/Check Number (if available)
- (f) Property Description (i.e. case number)
- (g) Date of Last Transaction Date Property Became Payable, Redeemable, or Returnable (i.e. disposition date of court case)
- (h) Amount Due Owner

All reports, files or other materials developed or acquired by the Contractor to complete these reports shall become the property of the Circuit.

#### 4.4 **Ranking of Proposals**

The Circuit will rank Contractors proposals according to the following criterion:

- (a) Demonstrated competence and experience of the Contractor in the examination, audit and/or review of manual and computerized financial records maintained by a court;
- (b) Demonstrated competence and experience of the Contractor in the identification and distribution of court property;
- (c) Demonstrated competence and experience of the Contractor in the preparation of reports regarding the identification and distribution of unclaimed property;
- (d) Demonstrated compliance with all federal, state, and local laws; and
- (e) Reasonableness of processing fee.

The Circuit will award the contract to the contractor which best meets the requirements of the Circuit overall. (See Section 11.7 – **Right of Rejection**)

V. GENERAL REQUIREMENTS

The Contractor's reports shall be in compliance with the Missouri Uniform Disposition of Unclaimed Property Act.

The Contractor shall not reveal, reproduce, sell or make any information provided by the Circuit during the audit process or regarding the contract accessible in whole or in part, in any manner whatsoever to any person or entity other than the Circuit and the Missouri State Treasurer.

Unless otherwise specified herein, the Contractor shall furnish all material, labor, equipment, and supplies necessary to perform the services required herein. The Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. for its employees, and agrees to indemnify, save, and hold the State of Missouri, City of St. Louis, and the Circuit harmless from and against any and all lost, cost (including attorney fees), and damages of any kind related to such matters.

The Contractor shall comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Employment Opportunity Act, the Americans With Disabilities Act, and all other applicable federal, local, and other state laws that pertain to the services required herein.

St. Louis Living Wage Ordinance

**Living Wage Requirements:** Contractors are hereby advised that the St. Louis Living Wage Ordinance #65597 and associated Regulations apply to the service for which proposals are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the successful contractor and the Circuit must be paid a minimum of the applicable Living Wage rates set forth in the attached Living Wage Bulletin (see addendum #1, which must be posted at the work site) and, if the rates are adjusted during the term of the contract pursuant to the Ordinance, applicable rates after such adjustment is made. **Each Contractor must submit the attached "Living Wage Acknowledgment and Acceptance Declaration" with the bid.** (see addendum #2) Failure to submit this Declaration with the proposal will result in rejection of the proposal. A successful Contractor's failure to comply with contract provisions related to the Living Wage Ordinance (see addendum #3 for required contract language) may result in termination of the contract and the imposition of additional penalties as set forth in the Ordinance and Regulations.

Copies of the Ordinance and Regulations are available upon request from the Clerk of the Circuit Court, 10 N. Tucker Blvd., St. Louis, Missouri, 63101, or can be accessed at <http://www.MWDBE.org/livingwage>.

The Contract shall be construed according to the laws of the State of Missouri.

**VII. PROGRESS REPORTS**

At the end of each month, the Contractor shall provide the Circuit with a work in progress report, which sets forth the status of all work completed since the last report, all new record processing to be commenced and all record processing not yet completed, including reports in process, and expected completion date.

**VIII. RECORDS RETENTION REQUIREMENTS**

The Contractor shall establish adequate controls to ensure the accuracy and completeness of all records and supporting documentation. The Contractor shall maintain all non-Circuit records and information for a period of five (5) years after the expiration of the contract or until the conclusion of an audit by the Missouri State Auditor's Office, whichever comes later.

The Contractor shall provide full access to all such records, books, supporting documents and information for review and audit by the Missouri State Treasurer's Office and the Missouri State Auditor's Office. The Contractor shall fully cooperate with any audit conducted by these state agencies.

**IX. PROCESSING FEE AND INVOICING**

The Circuit shall pay the successful contractor a processing fee. This fee is intended to cover all of Contractor's costs associated with the services to be provided pursuant to this RFP. The fee shall be a percentage, as accepted by the Circuit and bid by the successful contractor, of the value of the court property disbursed to the appropriate parties. Other than these processing fees, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

Payment of this processing fee shall be made to the Contractor at the time of the filing of reports and disbursal of funds to the Treasurer. These reports shall be filed and monies disbursed not more often than monthly.

**X. LIABILITY AND RESPONSIBILITY**

The Contractor shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the Contract. The Contractor shall agree that it will hold the Circuit and/or Treasurer harmless from any third-party claims for damages resulting from any negligent act or omission committed by the Contractor, any subcontractor, or other person employed by or under the supervision of the Contractor under the terms of the Contract.

The Contractor shall be liable to the Circuit and/or Treasurer for any loss of funds as a result of the Contractor's failure to use ordinary care in the performance of the Contractor's obligations under the Contract.

The Contractor shall be deemed to have exercised ordinary care if it has followed generally accepted accounting principles in identifying unclaimed property and reporting to the Treasurer.

The Contractor shall maintain adequate liability insurance to protect the State of Missouri, City of St. Louis, and the Circuit, their agencies and employees, and the general public against any loss, damage, and/or expense related to its performance under the Contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, errors and omissions, and professional liability coverage. Written evidence of the insurance coverage shall be provided by the Contractor to the Circuit. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized, provided that such coverage is verifiable and irrevocably reliable. The proof of insurance must be submitted before the award of the Contract.

## **XI. CONFIDENTIALITY OF RECORDS**

The court records of the Circuit are generally considered public documents. Certain files or portions of files are deemed "confidential" or "restricted".

In addition to the requirements in Section V herein, the Contractor shall not disclose to any person or entity any information contained in a confidential or restricted file without the prior and specific authorization of the Circuit Clerk.

## **XII. PROPOSAL PROCEDURES**

### **11.1. Schedule of Proposal**

**BIDDERS SHOULD BE AWARE THAT, ALTHOUGH THERE ARE LIMITED EXCEPTIONS, PROPOSALS BECOME PUBLIC RECORD UNDER MISSOURI LAW. THUS, THE 22<sup>nd</sup> JUDICIAL CIRCUIT WILL DEEM ALL PROPOSALS DELIVERED TO BE PUBLIC DOCUMENTS UPON EXECUTION OF A CONTRACT OR REJECTION OF ALL BIDS.**

<b><u>Event Date</u></b>	<b><u>Date</u></b>
Issue RFP	11/7/2011
Deadline for Contractors to submit written questions or seek clarification of the Specifications. Responses to these questions or requests for clarification shall be provided by 11/30/2011.	11/21/2011

Questions/requests for clarification must be e mailed to Jane.Schweitzer@courts.mo.gov.	
Proposal Submission Deadline	1/9/2012
Oral Presentation to the Presiding Judge and Circuit Clerk (if necessary)	Weeks of 1/16/2012 and 1/23/2012
Commencement of Contract Negotiations	1/30/2012
Contract Signed	As soon as possible after commencement of contract negotiations
Contract Commencement Date	No later than 30 days after signing of contract

## 11.2. Preparation of Proposal

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. An authorized representative of the contractor shall sign the proposals. All information requested should be submitted. Failure to submit all information requested may result in a proposal being considered “non-responsive,” and, therefore, rejected.

Each proposal should include an Executive Summary of not more than two (2) pages that highlights each of the key areas of the proposal.

Please format your response to this request in the following order to facilitate comparisons between respondents.

- A. Organization
  - 1. Describe your organization, including date founded and ownership.
  - 2. Describe experience of the firm in providing property examination, identification, and reporting services.

3. Provide a minimum of five (5) references from similar projects performed for private, state, and/or large local government clients within the last three years, including contact persons and telephone numbers.
- B. Personnel
1. Identify the key personnel who would be directly involved in providing services under the engagement.
  2. Describe their relationship with the firm, the role they would play in this engagement, their experience, and their years of service to the firm.
- C. Processing Fee

### 11.3. Number of Proposal Copies

Two (2) signed originals and three (3) copies of the proposal should be submitted.

### 11.4. Submission of Proposals

Proposals should be mailed to or delivered to:

M. Jane Schweitzer, Circuit Clerk  
Civil Courts Building  
10 N. Tucker Blvd.  
St. Louis, MO 63101

All sealed proposals must be delivered to the above office on or before 5:00 pm (local time) on 1/9/2012. **Proposals received after the above date and time will not be considered. The Circuit shall not be responsible for late deliveries or mail delays.** Submitted envelopes should be clearly marked: Request for Proposal for Court Property Examination, Identification, and Reporting Services, RFP # 01-2011.

**Note\*** Please ensure that if you use a third party carrier (Federal Express, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to the Circuit Clerk on the first (1st) floor at the above address noted in paragraph 2.4. To be considered, **a proposal must be accepted no later than the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach the Circuit Clerk in time.

**11.5. Time and Location of Contractor's Presentation**

Selected Contractor may be requested to provide oral presentations. Those Contractors will be notified to arrange specific presentation times. The presentations will be made in the office of the Clerk of the Circuit Court.

**11.6. Effective Period of Proposals**

All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than 180 days from the proposal date.

**11.7. Right of Rejection**

Notwithstanding any other provisions of this RFP, the Circuit reserves the right to award this contract to the contractor that best meets the requirements of the RFP, and not necessarily, to the lowest bidder. Furthermore, the Circuit reserves the right to reject any or all proposals and waive any minor irregularity or technicality in proposals received prior to execution of the contract, with no penalty to the Circuit.

**11.8. Contract Negotiations**

After a review of the proposals, and possible oral presentations, the Circuit intends to enter into contract negotiations with the selected contractor. These negotiations shall include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the Circuit will open negotiations with the next ranked contractor.

**11.9. Award of Contract**

The Contractor to whom a contract is awarded shall be required to enter into a written contract with the Circuit. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The Circuit reserves the right to negotiate the terms and conditions of the contract with the selected Contractor.

**11.10. Contract Term**

It is the goal of the Circuit to complete the project described herein within one (1) year from the date of the execution of the contract. Therefore, the contract term is for a one (1) year period. It is understood that the time necessary to evaluate and report on the funds may exceed this initial term and the Circuit may exercise the option to extend the contract period one (1) time for one (1) year period, for a possible two (2) year contract. The decision to renew or extend the contract will

be at the discretion of the Circuit. Cancellation may be made with 30 days advance written notice by either party.

**11.11. Additional Terms and Conditions**

Failure to observe any of the instructions or conditions in this Request for Proposal may constitute grounds for rejection.

The Circuit will not be liable for any costs incurred in the preparation of proposals.

The Circuit reserves the right to request an interview with any Contractor to determine services capabilities in greater detail and to clarify any unclear areas in the proposals. The Circuit will not be liable for any costs incurred by the Contractor in connection with such an interview (i.e., travel, accommodations, etc.).

In the event the Contractor to whom the contract is awarded does not execute a contract within (30) days of such award, the Circuit may give notice to such Contractor of intent to award the contract to another Contractor, or to call for new proposals.

The Contractor shall furnish such additional information as the Circuit may reasonably require. The Circuit reserves the right to make investigations of the qualifications of the Contractor as it deems appropriate.

It is understood that any Contractor awarded a contract under this Request for Proposal shall maintain the appropriate insurance(s) for the total time period of this contract including any extensions.

The Contractor may withdraw the proposal once it is delivered only if written notice of withdrawal is received by the Circuit Clerk on the first floor (1st) floor at the above address noted in paragraph 11.4 prior to the proposal deadline for the opening of bids. Contractor may not withdraw or modify their Proposal after the Proposal opening except as provided by law.

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ST. LOUIS LIVING WAGE ORDINANCE

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**LIVING WAGE ADJUSTMENT BULLETIN**

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**NOTICE OF ST. LOUIS LIVING WAGE RATES  
EFFECTIVE APRIL 1, 2011**

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance ("Ordinance") and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$11.58** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$15.08** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$3.50** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2011**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.mwdbe.org/livingwage> or obtained from:

City Compliance Official  
Lambert-St. Louis International Airport  
Certification and Compliance Office  
P.O. Box 10212  
St. Louis, Mo 63145  
C314) 426-8111

Dated: January 31, 2011

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**ADDENDUM #1  
(Must be attached to each proposal)**

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**ST. LOUIS LIVING WAGE ORDINANCE**

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**LIVING WAGE ACKNOWLEDGMENT AND ACCEPTANCE  
DECLARATION**

(To be completed by each respondent to a bid/proposal solicitation  
when that solicitation has included Living Wage Advertisement/Solicitation Language.)

CONTRACTING AGENCY: \_\_\_\_\_

AGENCY CONTRACT NUMBER: \_\_\_\_\_

BIDDER'S/PROPONENT'S NAME: \_\_\_\_\_

DATE PREPARED: \_\_\_\_\_ PREPARED BY: \_\_\_\_\_

PREPARER'S TELEPHONE NUMBER: \_\_\_\_\_

PREPARER'S E-MAIL ADDRESS: \_\_\_\_\_

PREPARER'S CELL PHONE NUMBER: \_\_\_\_\_

PREPARER'S ADDRESS AND ZIP CODE: \_\_\_\_\_

As the authorized representative of the above-referenced bidder or proponent, I hereby acknowledge that the bidder/proponent understands that the contract or agreement that will be executed with a successful bidder/proponent pursuant to this solicitation is subject to the St. Louis Living Wage #65597 and the Regulations associated therewith. The bidder/proponent hereby agrees to comply with the Ordinance and the associated Regulations if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the bidder or proponent.

**AUTHORIZED REPRESENTATIVE  
CERTIFICATION:**

\_\_\_\_\_ (Signature)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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ST. LOUIS LIVING WAGE ORDINANCE

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**REQUIRED CONTRACT LANGUAGE:  
COVERED SERVICE CONTRACTS, LEASES AND CITY FINANCIAL  
ASSISTANCE AGREEMENTS**

(To be included by the Departmental Living Wage Liaison, together with the "Living Wage Bulletin" and the "Living Wage Procedures Manual and Regulations" in all covered service contracts, lease agreements and City Financial Assistance Agreements.)

**LIVING WAGE COMPLIANCE PROVISIONS:** This contract [agreement] is subject to the St. Louis Living Wage Ordinance 65597 and the Regulations associated therewith, copies of which are attached hereto and incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Contractor hereby agrees to comply with these measures:

1. **Minimum Compensation:** Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to this contract [agreement] in an amount no less than the amount stated on the attached Living Wage Bulletin. The initial rate shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued.
2. **Notification:** Contractor shall provide the Living Wage Bulletin to all employees, together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Contractor's employees within thirty (30) days of contract execution for existing employees and within thirty (30) days of employment for new employees.
3. **Posting:** Contractor shall post the Living Wage Bulletin, together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, in a prominent place in a communal area of each worksite covered by the Contract.
4. **Subcontractors—Service Contracts:** Contractor hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.]
4. **Subcontractors and Sublessees—Leases/Concession Agreements:** Contractor hereby agrees to require Subcontractors and Sublessees, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors and Sublessees. Contractor shall include these Living Wage Compliance Provisions in any contract with such Subcontractors and Sublessees.]
4. **Significant Beneficiaries—City Financial Assistance Agreements:** Contractor hereby agrees to require Significant Beneficiary Subcontractors, Sublessees, Tenants and Purchasers, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Significant Beneficiaries. Contractor shall include these Living Wage Compliance Provisions in any contract with such Significant Beneficiaries.]
5. **Term of Compliance—Service Contracts:** Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this contract is being performed by Contractor's employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.]
5. **Term of Compliance—Leases:** Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for the entire term of the Lease, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such Lease is in effect.]
5. **Term of Compliance—City Financial Assistance Agreements:** Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for the entire term of the City Financial Assistance, or, if the City Financial Assistance has no specified term,

for a period of five (5) years from the date of contract execution, and to submit the reports required by the Regulations for each calendar year or portion thereof of the City Financial Assistance term or five-year period.]

6. **Reporting:** Contractor shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations and/or providing false information may result in the imposition of penalties specified in the Ordinance and/or Regulations, which penalties, as provided in the Ordinance and Regulations, may include, without limitation, per order of the City Compliance Official, the following:
  - Suspension and/or termination of the contract, subcontract, lease, concession agreement or financial assistance agreement by the City.
  - Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis.
  - Barring the Contractor or CFAR from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full.
  - Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.