

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT ®**  
**REQUEST FOR PROPOSALS WITH QUALIFICATIONS**  
**“AIRPORT DISPLAY ADVERTISING CONCESSION”**

**RFP INFORMATION**

Solicitation: Airport Display Advertising Concession  
The Airport is requesting proposals from qualified proposers to finance, develop, market, and operate a **non-exclusive** state of the art Display Advertising Concession.

Pre Proposal Meeting: January 13, 2023 12:00 pm CST  
RSVP to Robert Salarano, [rcsalarano@flystl.com](mailto:rcsalarano@flystl.com)

Questions Due: January 26, 2023, 4:30pm CST

Proposal Due Date: March 14, 2023, 4:00pm CST

STL Contact: Robert Salarano  
Airport Properties Division Manager  
(314) 426-8178  
[rcsalarano@flystl.com](mailto:rcsalarano@flystl.com)



January 2, 2023

Prospective Proposers:

Attached is the Request For Proposals with Qualifications (RFP) to operate a **Display Advertising Concession** at St. Louis Lambert International Airport.

Your full and complete **proposal must be submitted by 4:00 p.m. local time, March 14, 2023**, at St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Drive, MTN 2501, St. Louis, Missouri 63145. Proposals, which may be submitted via electronic email or regular mail service, should be submitted in strict accordance with instruction given in Section 11 of the RFP. If the proposals are mailed via regular mail, three (3) copies (one original and 2 copies) of each proposal must be submitted in a sealed envelope addressed to Robert Salarano, Airport Properties at the address provided above, with the words "**RFP FOR AIRPORT DISPLAY ADVERTISING CONCESSION**" clearly written across the left hand face of the envelope.

A Pre-Proposal Meeting will be conducted on **January 13, 2023 at 12:00 p.m. local time**. Interested proposers are invited to participate on that day at that time by using the information detailed in Section 21 of the RFP.

The City of St. Louis Airport Authority ("**Authority**") reserves the right to take one, all, or any combination of the following actions: reject any and all proposals, advertise for new proposals, cancel this RFP, or proceed to award a Concession opportunity to any or all proposers otherwise. The submission of a proposal by a Proposer will not in any way commit the City of St. Louis or the Authority to enter into an Agreement with that Proposer or any other Proposer.

All inquiries regarding this RFP are to be made in writing to the undersigned at [rcsalarano@flystl.com](mailto:rcsalarano@flystl.com) on or before **January 26, 2023**.

**Any questions by Proposers concerning the ACDBE requirements should be addressed to the Airport Business Diversity Development Office at [BDD Compliance Team@flystl.com](mailto:BDD_Compliance_Team@flystl.com) with a copy to the undersigned at [rcsalarano@flystl.com](mailto:rcsalarano@flystl.com).**

Sincerely,

Robert C. Salarano, CM  
Airport Properties Division Manager

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**EXHIBITS**

EXHIBIT A ..... X pages  
SAMPLE DISPLAY ADVERTISING CONCESSION AGREEMENT

**ATTACHMENTS**

ATTACHMENT 1 ..... 1 page  
AUTHORIZED SUBMISSION FORM

ATTACHMENT 2 ..... 6 pages  
ACDBE JOINT VENTURE DOCUMENTATION FORMS

ATTACHMENT 3 ..... 3 pages  
ACDBE UTILIZATION PLAN

ATTACHMENT 4 ..... 9 pages  
GOOD FAITH EFFORTS PROCEDURE AND DOCUMENTATION FORMS

ATTACHMENT 5 ..... 1 page  
LIVING WAGE BULLETIN

ATTACHMENT 6 ..... 1 page  
LIVING WAGE ACKNOWLEDGEMENT AND ACCEPTANCE DECLARATION

**THE CITY OF ST. LOUIS AIRPORT AUTHORITY**  
**REQUEST FOR PROPOSALS WITH QUALIFICATIONS FOR**  
**“AIRPORT DISPLAY ADVERTISING CONCESSION”**  
**AT ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

**1.0 INTRODUCTION**

The City of St. Louis, Missouri (“City”) owns St. Louis Lambert International Airport (“Airport”). The Airport Authority of The City of St. Louis (“Authority”), a department of the City, operates the Airport for City. The Authority, on behalf of the City, is seeking proposals from qualified firms to operate an Airport Display Advertising Concession at the Airport. This Request For Proposals with Qualifications (“RFP”) is expected to result in the selection of a responsive, qualified Proposer to finance, develop, market, and operate a **non-exclusive** state of the art Advertising Program that meets the needs of the City.

**2.0 DEFINITIONS**

- “Advertising Categories”** This means the type of advertisement as it relates to the Percentage Fee and may include, but not be limited to, the types of advertising set out below in the definition of Advertising Program.
- “Advertising Program”** This means, but is not limited to, static, digital, video, and promotional advertising platforms that deliver advertiser and brand messages to Airport passengers on behalf of clients throughout the Premises.
- “Agreement”** This means any contract awarded under this RFP for an Airport Display Advertising Concession between the City and a Proposer selected for the contract.
- “Airport”** This means St. Louis Lambert International Airport, together with any additions, improvements, or enlargements made from time to time, which is owned by the City and is operated for the City by the Airport Authority of the City of St. Louis, a department of the City.

**“Airport Concession  
Disadvantaged Business  
Enterprise (ACDBE)”**

This means a concession that is a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged; or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

**“Airport Network  
Programming Service”  
or “ANPS”**

This means continuous audio and video programming packages consisting of news, information, advertising and promotional time, specifically designed for Airport broadcasting and providing to the Airport local insertion capability and time slots for public service announcements and advertising.

**“Airport Properties Division”**

This means the division of the Authority responsible for administering all tenant, permittee, agent, concessionaire, and other space at the Airport that shall be the Concessionaire’s point of contact with the Airport on all issues related to this RFP or the contract resulting thereof.

**“Assigned Locations”**

Collectively means all areas approved by the Airport for the Proposer’s use under this RFP and found in Exhibit A attached to this RFP.

**“Authority”**

This means the Airport Authority of The City of St. Louis, the City department responsible for managing and operating the Airport.

**“BDD Office”**

This means the Business Diversity Development Office of the Authority that is responsible for the administration of the federal DBE/ACDBE, local MBE / WBE, and City Living Wage Ordinance programs.

**“Build-Out Period”**

This means the first two (2) years of the Agreement.

**“Capital Investment”**

This means the actual dollar amount Concessionaire will spend in furnishings, fixtures, and equipment on any portion of the Premises, including reasonable architectural and engineering fees, if any.

<b>“City”</b>	This means The City of St. Louis, Missouri, owner and operator of St. Louis Lambert International Airport.
<b>“Commencement Date”</b>	This means the date the term of the Agreement begins which is July 1, 2023.
<b>“Concessionaire”</b>	This means any successful Proposer under this RFP.
<b>“Contract Year”</b>	This means a consecutive twelve (12) calendar month period beginning on the Commencement Date and each twelve (12) consecutive calendar month period thereafter during the term of the Agreement.
<b>“Day(s)” or “day(s)”</b>	This means consecutive calendar days unless otherwise expressly stated.
<b>“Director”</b>	This means the Director of Airports of the City or the person performing the functions of that office, as authorized by the City’s Mayor, or that person authorized by the Director of Airports to act for or on behalf of the Director of Airports with respect to any particular matter under this RFP, or the potential contract(s) resulting thereof.
<b>“Display Advertising Concession”</b>	This means a business that provides advertising displays or messages to the traveling public, Airport employees, and other Airport users on a <b>non-exclusive</b> basis on the Airport.
<b>“Existing Equipment”</b>	This means advertising related fixtures, structures, cabling, wiring, computers, video monitors, servers, tension fabric display equipment, floor dioramas, wall mounted displays and other fixtures related to the Display Advertising Concession and owned by the City as of the Commencement Date.
<b>“Good Faith Efforts”</b>	This means efforts to achieve an ACDBE goal or other requirement that, by their scope, intensity and appropriateness to this objective, can reasonably be expected to meet the program requirements.
<b>“Gross Receipts”</b>	This means the total revenues from all sources and all types at this Airport under the Agreement(s) performed by Concessionaire, its subcontractors, subsidiaries, associated companies or otherwise, regardless of the point of origin or delivery of the order. Concessionaire is not entitled to any

and all revenues derived from Airport's locally inserted advertising on the Airport Network Programming Service. Only the following may be excluded or deducted, as the case may be, from Gross Receipts:

- federal, state, county and municipal sales taxes or other sales taxes separately stated and collected from customers;
- cash or credit refunds given to customers for unperformed services purchased at the Airport;
- client agency fees;
- any amount paid by advertisers in connection with design, fabrication or installation of any advertiser's specialty or custom display/graphics (including without limitation, the printing distributing or maintaining of any advertiser's brochures) or with the design fabrication, installation or ongoing service of any new media technologies (including without limitation, the programming and maintenance charges for computer-operated, LCDs, video or interactive or motion displays;
- sale or trade-in value of any equipment or fixtures that were sold or transferred from the Premises provided the sale or transfer was approved for removal by the Director and the equipment or fixture was owned by Concessionaire.
- actual charges for utility costs (including telephone, data, and electrical) billed to advertisers on the RCPBs.

**“New Improvements”**

This means, without limitation, all improvements, modifications, installations, construction, equipment, and fixtures built, installed, constructed, or erected during the term of the Agreement by the Concessionaire or sub lessees, and forming a part of and which are permanently affixed or attached to any portion of Airport's real property or Existing Equipment within the Premises.

**“Manager”**

This means One (1) or more qualified, competent and experienced manager(s) employed by the Concessionaire who will manage and supervise the operations and the facilities and fully represent and act on behalf of the



	Concessionaire in all matters pertaining to its business operation.
<b>“MAG”</b>	This means the Minimum Annual Guarantee, which is a minimum annual amount due and payable to the City, as more precisely defined in Section 6 of this RFP entitled “Confession Fee Structure.”
<b>“Percentage Fee”</b>	This means the designated percentage of the Concessionaire’s Gross Receipts payable to the City.
<b>“Proposal”</b>	This means a response with qualifications to this RFP by a Proposer.
<b>“Proposer”</b>	This means a firm or company responding to this RFP.
<b>“Provisions”</b>	This means all terms, covenants, warranties, specifications, conditions, and provisions of the Agreement.
<b>“Reservation Center Phone Board” or “RCPB”</b>	This means that portion of the Premises designed to accommodate passengers’ needs for arranging pick-up or lodging by use of advertising displays, auto-dial telephones, TTY Machines, and other useful information.
<b>“Request For Proposals With Qualifications” or “RFP”</b>	This means this document as defined in Section 1 set out above.

### 3.0 SCOPE OF SERVICES

The goal of the Airport is to secure a Concessionaire that will provide static, digital, video, and promotional display advertising services in designated areas of the Airport, as more specifically set forth in Section 5 of this RFP. The Concessionaire will be responsible for all aspects of the Advertising Program, including developing a business strategy, creating a marketing and sales plan, developing a schedule for implementation, making recommendations for capital improvements, selling advertising space and managing contracts, and coordinating advertising displays and production.

The Concessionaire will be expected to provide the following services:

1. Develop a comprehensive Advertising Program that meets the objectives set forth in Section 4, below.
2. Upgrade and maintain the Assigned Locations by the addition and installation of New Improvements and the upgrade or removal of Existing Equipment ;

3. Propose and make renovations to the automated Reservation Center Phone Board (RCPBs) system for use by arriving passengers wishing to arrange lodging, ground transportation, and other local needs that enhance the aesthetics and overall usability of the RCPBs; and
4. Maintain and manage the Airport Network Programming Service (ANPS) in the airline gate-hold areas.

All advertising and display content must be approved in advance by the Airport. Further, in providing the services described herein, Concessionaire shall at all times be responsive to the applicable Federal Aviation Administration (“FAA”), Transportation Security Administration (“TSA”) and Airport regulations as well as City ordinances.

#### **4.0 PROGRAM OBJECTIVES**

The Airport is seeking a Concessionaire and Advertising Program that meet the following objectives:

1. Provide a first-class Advertising Program that adds value to other Airport and airline services;
2. Improve Airport customer satisfaction and passenger experience by creating unique experiences that make a positive and lasting impression on the visitors to the Airport;
3. Enhance Airport revenue;
4. Be responsive to ACDBE program goals;
5. Provide pricing attractive to Airport advertisers and competitive with prices found in comparable U.S. airports;
6. Implement new and developing trends in advertising to keep the Advertising Program at the forefront of the industry;
7. Present a unified design theme that compliments and harmonizes with the Airport;
8. Provide excellent customer service to advertisers; and
9. Include local participation in the solicitation for and provision of the Advertising Program.

#### **5.0 ASSIGNED LOCATIONS AND EXISTING EQUIPMENT**

The Assigned Locations will be delivered to the Concessionaire “AS IS”. All Existing Equipment will be turned over to the Concessionaire on the Commencement Date of the Agreement for immediate operation or renovation. Concessionaire, at its own cost and expense, will be responsible for any and all required modifications to Existing Equipment and the construction of New Improvements. The Assigned Locations, a map of which is attached hereto as Exhibit A, consists of:

1. Various locations throughout the Airport designated for installation of advertising media. This includes static and digital advertisements, wall-mounted dioramas, center-hall dioramas, tension fabric displays, column wraps, window clings, and video screens of various sizes. Additional locations may be made available to the Concessionaire subject

to space availability, Advertising Program needs, and opportunities for promotional events, staffed displays, etc.

2. Five (5) RCPB units in the public areas of the Airport, and include auto-dial phones, TTY machines, and other useful information for passengers attempting to arrange pick-up or lodging. *A Proposer may propose a reduction, relocation, and/or renovation of the existing RCPB Premises, maintaining a minimum of one (1) RCPB per terminal. The space where existing RCPB units are removed will then be available for Concessionaire's use.*
3. The ANPS, which includes television screens installed in approximately 20 airline gate-hold rooms throughout the Airport that provide entertainment and news programming.

Notwithstanding any language to the contrary within this section, during the Build-Out Period only, the Airport will allow the Concessionaire to identify Existing Equipment which Concessionaire would like demolished and/or removed. If the Airport, in its sole determination, agrees that such Existing Equipment should be demolished and/or removed, the Airport will, at its cost, demolish and/or remove the Existing Equipment. Concession Fees are not waived or reduced during the Build-Out Period.

Please note that any office or support space required by Concessionaire, with the exception of Terminal 1 Room MTS 2335 consisting of approximately 138 square feet, and any utilities necessary, to manage and operate the concession will incur a separate charge by the Airport at levels consistent with the annual budgeted rates and charges or pro-rata calculations as necessary.

*Throughout the term of the Concession Agreement, the Airport encourages the Concessionaire to work cooperatively with prospective advertisers and airport staff to identify locations and opportunities beyond and in addition to the Assigned Locations for consideration of advertisement and promotional program placement. Examples of such additional opportunities include airport owned garages, airport owned parking shuttles, and terminal locations not already specifically noted.*

## **6.0 SERVICE REQUIREMENTS**

Concessionaire shall:

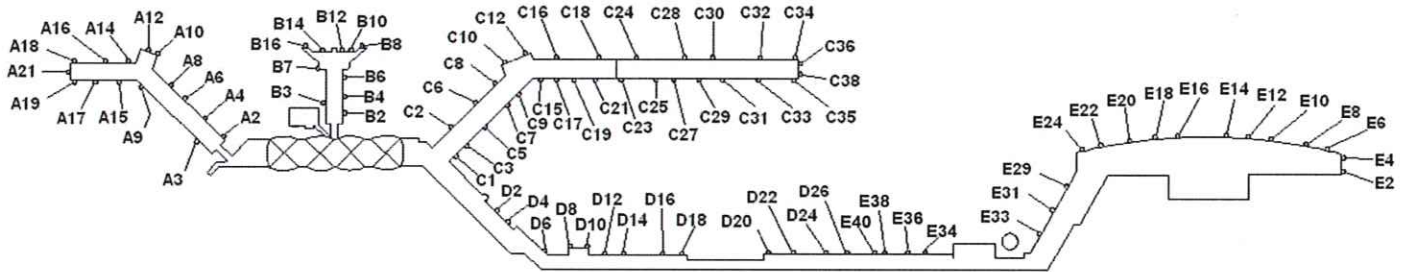
- Respond to all Airport inquiries in a timely and professional manner;
- Provide sufficient staff to maintain a first-class Airport Advertising Program;
- Provide a high performing sales team that has the ability to sell national, regional, and local advertising;
- Provide a support team that can produce current financial information and customized data to the Airport in a timely manner;
- Designate a Manager(s) who will be responsible for the overall management of the Airport Advertising Program.

- Ensure there are not, at any time, exposed conduits or wiring and all displays are in a safe and high quality condition, and in good working order.
- If an asset needs to be repaired, Proposer will respond to and return the asset to good working order as quickly as possible. New Improvements must consist of equipment and fixtures that are new, commercial grade, and technologically advanced.

## 7.0 CURRENT AIRPORT CONDITIONS

St. Louis Lambert International Airport is the major commercial airport for the St. Louis metropolitan area and surrounding communities in Missouri and Illinois. Owned and operated by the City of St. Louis, the Airport is located approximately ten (10) miles northwest of downtown St. Louis and is ranked the 36<sup>th</sup> busiest airport in the U.S. by Airport Council International-North America (passenger traffic). Serving over 10.0 million passengers in 2021, the Airport supports eleven (11) scheduled passenger airlines, averaging approximately 254 daily departures, with service to both domestic and international markets. The Airport’s passenger market is comprised of mostly origin and destination (“O&D”) travelers; a small percentage of travelers connect through the Airport to their destination. The Airport is financially self-sufficient and is wholly supported by airport user charges; no general fund revenues are used for the operation, administration, promotion or maintenance of airport facilities. For more information, visit [www.flystl.com](http://www.flystl.com)

### EXISTING AIRLINE INFORMATION



#### Terminal 1

##### A Concourse

<i>Airline</i>	<i>Gate</i>
<i>Air Canada</i>	<i>Gate A 17</i>
<i>Delta Airlines</i>	<i>Gates A2, A3, A4, A6, A8, A10</i>
<i>United Airlines</i>	<i>Gates A14, A16, A18, A19, A21</i>

**C Concourse**

<b><i>Airline</i></b>	<b><i>Gate</i></b>
<i>American Airlines</i>	<i>Gates C6, C8, C10, C12, C16, C18, &amp; C24</i>
<i>Cape Air</i>	<i>Gates C5 &amp; C7</i>
<i>Frontier Airlines</i>	<i>Gates C19 &amp; C23</i>
<i>Alaska Airlines</i>	<i>Gate C15</i>
<i>Southern Air Express</i>	<i>Gates C1 &amp; C3</i>
<i>Spirit Airlines</i>	<i>Gate C30</i>

**Terminal 2**

The following is a brief description of the existing airlines in Terminal 2.

**Terminal 2**

<b><i>Airline</i></b>	<b><i>Gate</i></b>
<i>Southwest Airlines</i>	<i>Gates E4, E6, E8, E10, E12, E14, E16, E18, E20, E22, E24, E31, E33, E34, E36, E38, E40</i>
<i>Lufthansa Airlines (3x weekly)</i>	<i>Gate E29</i>
<i>International Arrivals (City Gate)</i>	<i>Gate E29</i>

**PASSENGER ENPLANEMENT INFORMATION**

The following table of enplaned Airport passengers by Terminal is offered for Proposer's use.

***Enplaned Passengers by Terminal***

<b><i>Year</i></b>	<b><i>2018</i></b>	<b><i>2019</i></b>	<b><i>2020</i></b>	<b><i>2021</i></b>
<b><i>Terminal 1 Total</i></b>	<i>3,086,377</i>	<i>3,158,826</i>	<i>1,137,532</i>	<i>2,166,439</i>
<b><i>Terminal 2 Total</i></b>	<i>4,735,894</i>	<i>4,788,160</i>	<i>1,972,289</i>	<i>3,008,755</i>
<b><i>Grand Total</i></b>	<b><i>7,822,271</i></b>	<b><i>7,946,986</i></b>	<b><i>3,109,821</i></b>	<b><i>5,175,194</i></b>

**Note:** The Airport does not have passenger traffic projections for future years.

**Note:** The Airport does not have information on passenger demographics.

## AIRPORT BUSINESS ENVIRONMENT

Prospective Proposers should note the airport environment presents concession operators with unique opportunities and challenges; listed below are some key factors:

- Airport customers have a limited amount of time to park and proceed to the terminal. Generally, a passenger's first consideration is to clear security and locate their departure gate.
- Facilities must be available on an as needed basis to support passenger activity at the Airport.
- Concession and tenant employees are ambassadors for the City of St. Louis, St. Louis Lambert International Airport and the region. Training in both customer service and airport familiarization is essential. The Concessionaire shall participate in the Airport's customer service program.
- The Airport is a non-smoking/smoke-free facility.

### 8.0 GENERAL TERMS ATTENDANT TO THE OPPORTUNITY

#### A. Non-Exclusivity.

The City **will not enter** into an exclusive agreement with the Concessionaire. At any time during the term of the Agreement, the City may, at its own discretion, enter into other agreements for services similar to those in operation at the Airport including those of the Concessionaire.

#### B. The proposed Term of the Agreement shall be Seven (7) Contract Years.

Commencement Date: July 1, 2023    Expiration Date: June 30, 2030

#### C. Parking.

The Airport will provide the Concessionaire, at no cost or expense, **one (1) Terminal 1 Short Term Parking Garage** parking pass. Additional parking passes will be at *the sole cost and expense* of the Concessionaire. (see **Section 605** entitled "Personnel" of Exhibit A).

#### D. Manager.

The Concessionaire shall select and appoint a full-time, experienced manager fully authorized to represent and act on behalf of the Concessionaire in all matters pertaining to its business operation (see **Section 608** entitled "Manager" of Exhibit A).

#### E. Pricing.

Pricing for display advertising will be established on a fair, reasonable and nondiscriminatory basis to all categories of users. The basis must be substantially similar to the prices charged for similar services at other airports of similar size and as approved

by the Director (see **Section 607**, entitled “Pricing” of Exhibit A).

**F. Hours of Operation.**

The Advertising Program must be operational seven (7) days a week, three hundred and sixty-five (365) days a year.

**G. Marketing & Promotion Plan.**

Any successful Proposer will be required to implement a creative and effective marketing and promotion plan that seeks to increase its business to be conducted under the Agreement (see **Section 604** entitled “Promotion” of Exhibit A).

**H. Product Rights.**

The City reserves the right to enter into any marketing revenue producing agreements which grant exclusive advertising/sponsorship rights for certain products, brands or services (“**official brands**”) at the Airport. To the extent permitted by law, successful Proposer shall not sell, serve, advertise, promote or display at the Airport within or outside its Premises any products, brands or services that compete with designated official brands (see **Section 303** entitled “Product Rights” of Exhibit A).

**I. Insurance.**

The Concessionaire, at its own expense, shall maintain the insurance types and amounts described in **Article IX** entitled “Insurance, Damage, and Indemnification” of Exhibit A.

**9.0 MINIMUM REQUIREMENTS**

For a Proposer to be considered qualified, the Proposer must meet all of the following criteria:

A. Experience

Proposer has successfully owned, managed and operated a profitable advertising program within an airport, transportation center, or similar large facility for a minimum of two (2) years during the last five (5) calendar years, and currently owns, manages, and operates a profitable advertising program at a minimum of two (2) airports with greater than four million (4,000,000) annual enplanements.

B. Financial Stability

Proposer has had previous financial responsibility and success in managing and operating an advertising program within an airport, transportation center, or similar large facility for a minimum of two (2) years during the last five (5) calendar years, currently owns, manages and operates a profitable advertising program at a minimum of two (2) airports with greater than four million (4,000,000) annual enplanements, and can demonstrate that Proposer can raise the capital to design and construct the necessary New Improvements, infrastructure, staff, and stock to operate the Concession.

## 10.0 PROPOSAL CONTENTS

In order for a Proposal to be considered responsive, the Proposer must provide all of the required submittals listed in this section. It is requested that the required submittals or information be submitted in the format and order provided in this section. If forms have been provided, please utilize them to provide the requested information. All Proposers shall submit the following evidence that they are fully competent to perform the services contemplated under this RFP and that they currently possess the necessary facilities, experience, licenses, organization, and financial capabilities to fulfill or satisfy the conditions and obligations of the Agreement resulting from this RFP. Each Proposer must include a narrative or complete appropriate forms addressing the following:

### A. Proposal Guarantee

Each Proposer must submit with its Proposal, a Proposal Bond payable to the CITY OF ST. LOUIS in the amount of Five Thousand Dollars (\$5,000) in one of the following forms:

- (1) Cashier's Check; or
- (2) Irrevocable Letter of Credit.

A Proposal Guarantee is required to guarantee that the successful Proposer will execute a Agreement if they submit a successful Proposal. The Proposal Guarantee must be valid for a period of at least 180 days from the date of submittal. The Proposal Surety will be returned to the successful Proposer after the execution of an Agreement. Proposal Sureties for all unsuccessful Proposers will be returned as soon as successful Proposers have been determined **and** Agreement(s) have been executed, or if all Proposals are rejected, within ten (10) days after the date of rejection.

### B. Authority

Each Proposer must document its authority and/or certifications:

- 1) Copy of Proposer's license (Certificate of Corporate Good Standing; or completed license application submitted to the Secretary of State), dated within the last sixty (60) days to do business in the State of Missouri **or** a statement that Proposer is qualified. LICENSE WILL BE REQUIRED AT TIME OF CONCESSION AGREEMENT EXECUTION.
- 2) Registration of Fictitious Name if applicable.
- 3) If applicable, a copy of the ACDBE's license (Certificate of Corporate Good Standing; or completed license application submitted to the Secretary of State), dated within the last sixty (60) days to do business in the State of Missouri LICENSE WILL BE REQUIRED AT THE TIME OF CONCESSION AGREEMENT EXECUTION.



- 4) If applicable, a copy of ACDBE participant's certification from the MRCC.
- 5) If applicable, Joint Venture Documentation Forms (ATTACHMENT 2), including any supplemental information and documentation requested therein, must be submitted up until the hour of **4:00 P.M. LOCAL TIME, FEBRUARY 7, 2023.**
- 6) ACDBE Utilization Plan, Utilization Commitment Form, and Letter of Intent (ATTACHMENT 3) that must, at a minimum, identify the certified ACDBEs that will participate and the nature of their participation, being as specific as possible; and provide the cumulative annual percentage of ACDBE utilization offered by Proposer in the performance of this Bid.
- 7) The documentation of Good Faith Efforts forms (ATTACHMENT 4) must be completed and submitted by all Proposers whether or not Proposer meets the ACDBE goal contained in the ACDBE Utilization Plan (ATTACHMENT 3).

C. Executive Summary of Proposal (2 page maximum)

D. Advertising Program Plan

Proposer shall submit a detailed plan describing the Advertising Program it will implement if it is a successful Proposer. The Plan should include, but not be limited to:

1. Descriptions and depictions of the proposed Advertising Program at St. Louis Lambert International Airport;
2. Explanation of the proposed mix of display types;
3. Explanation of proposed removal or replacement of, or improvements to Existing Equipment (including timeline for the same), if any; and
4. Explanation of proposed marketing approach.

E. Financial Plan

- a. Capital Investment Plan: Proposers shall submit a proposed plan for Capital Investment with their Proposal, outlining the proposed amounts and schedule for Capital Investment. Proposers should clearly state the following minimum Capital Investment amounts:
  - i. Proposed Initial Minimum Investment. The proposed minimum Capital Investment to be expended in the first Two Contract Years. (see Exhibit A, Section 702);
  - ii. Proposed Mid-Term Reinvestment. The proposed minimum Capital Investment to be expended during Contract Year Five (5). (see Exhibit A, Section 703)

- b. Concession Fee Structure; Proposers shall submit a proposed concession fee structure with their Proposal, outlining its proposed model of revenue sharing with the City. While the City is open to alternative, creative and new ideas for revenue sharing, Proposers should clearly state the any alternative format for revenue sharing and the proposed Percentage Fees in its Proposal:
  - i. Minimum Annual Guarantee (MAG). *There will be no initial Minimum Annual Guarantee for Contract Year One (1)*. For Contract Year Two (2) and each subsequent Contract Year during the Agreement Term, the MAG shall be Eighty-Five Percent (85%) of the preceding Contract Year's total Percentage Fee Payment. The MAG shall be payable throughout the entire term of the Agreement on a monthly basis with 1/12 of the MAG due each month; and
  - ii. Percentage Fees. The designated percentage of the Concessionaire's Gross Receipts payable to the City related to sales of Advertising Categories to be included in each proposal that may include, by way of example:
    - 1. Static Displays
    - 2. Video
    - 3. RCPB and
    - 4. ANPS advertising
- c. Projected Sales: Proposer shall submit Pro Forma projected Gross Sales for Contract Years One and Two of the contract term.

F. Transition Plan

A transition plan to assume management of and responsibility for the efficient transition of service from any previous concessionaire. The plan shall include provisions for continued operation of Existing Equipment upon execution of the Agreement. This shall include working with the existing concessionaire to remove (and replace) any proprietary computers/software for the operation of digital Existing Equipment and provisions for the continued operation of an ANPS. The plan shall also include provisions for the future transition of the Advertising Program to another concessionaire upon expiration or earlier termination of the Agreement.

- 1. For Proposer's ANPS provide the following:
  - a. Name and contact information for ANPS provider;
  - b. A copy of ANPS provider's License (Certificate of Good Standing ), dated within the past sixty (60) days, to do business in the State of Missouri;
  - c. Description of ANPS provider's qualifications;
  - d. Sample programming; and

- e. List of ANPS current airport, transportation center or similar large public facility experience.
2. Proposed revisions (if any) to the RCPB Premises and operation.
3. Any other information Proposer deems appropriate.

G. Operations and Maintenance Plan

1. The location of the principal office where the work will be managed.
2. An operations and maintenance plan for the concession, including but not limited to:
  - a. Inspection and cleaning of advertisement installations;
  - b. Process and timing for making changes and/or repairs to installations; and
  - c. Process for managing and mitigating downtime of installations;

H. Financial Statements

Proposer shall furnish the past two (2) fiscal or calendar year-ended (twelve (12) consecutive months) completed financial statements prepared in accordance with generally accepted accounting principles and with an independent Certified Public Accountants (CPA) statement attached, if said CPA's statement is available. Proposer's statements referenced above must include the following:

1. Balance Sheet;
2. Statement of changes in financial position;
3. Income statement; and
4. All footnotes relative to the above Statements.

I. Resumes

Resumes of key personnel, including the Manager(s).

J. Representative Work

Depictions and descriptions of advertising programs and media at various locations where the Concessionaire currently provides similar services.

K. References

Proposer shall submit references from a minimum of two (2) airports where the Proposer currently operates a display advertising concession.

Proposer shall also note any contract with an airport wherein the Proposer's contract was terminated within the past three years, and the circumstances of that termination.

- L. Authorized Submission Form (Attachment 1).
- M. Living Wage Acknowledgement & Acceptance Declaration (See Section 20.0 & Attachment 6).
- N. Data Privacy Policy (See Section 22.0)

**The Authority, as a department of the City, is subject to Missouri's Sunshine Law. As a result, the proposal and other documents associated with this procurement may become public records subject to disclosure under Chapter 610 of the Revised Statutes of Missouri upon submission to the Authority. Each Proposer shall be responsible for identifying any information in its Proposal that it believes is subject to an exception from disclosure under state law.**

#### **11.0 PRE-PROPOSAL MEETING AND TOUR**

A Pre-Proposal Meeting will be held in person in the Airport Properties Conference Room, Terminal 1, St. Louis Lambert International Airport at:

**January 13, 2023 at 12:00 p.m. CST**

**Participation in the Pre-Proposal Meeting is voluntary, but highly recommended.**

Immediately following the Pre-Proposal Meeting an OPTIONAL Tour of the premises will be conducted. Tour participants must bring state issued picture identity proof.

Prospective Proposers MUST RSVP to the meeting via email to [rcsalarano@flystl.com](mailto:rcsalarano@flystl.com) by January 10, 2023, indicating the full names and applicable titles of those who intend to participate in the Pre-Proposal Meeting in the body of the email. In the same email, please indicate which names will be joining the optional tour of the premises.

#### **12.0 DUE DATE OF PROPOSAL**

Written or Electronic Proposals will be received up until the hour of **4:00 P.M. Central Standard Time, Tuesday, March 14, 2023**. All Proposals may be submitted in one of the following ways:

- A. Written proposals must be addressed and delivered to:

**Robert Salarano  
St. Louis Lambert International Airport**

**Airport Properties Division  
10701 Lambert International Boulevard, MTN 2501  
St. Louis, Missouri 63145**

Three (3) copies of the Proposal must be submitted. Proposals received after the due date and time, or not delivered to the designated point, will not be considered. The Proposal must be presented in a **sealed** envelope addressed to Mr. Salarano at the address provided above, with the words **“RFP FOR AIRPORT DISPLAY ADVERTISING PROGRAM”** plainly written across the left end face of the envelope. The name and address of the Proposer must also appear on the face of the envelope; OR

B. Electronic Proposals may be addressed and sent via email to:

**Robert Salarano**     [rcsalarano@flystl.com](mailto:rcsalarano@flystl.com)

**PROPOSER MUST SUBMIT PROPOSALS PRIOR TO THE DEADLINE  
NOTED ABOVE AND SHOULD REQUEST AN EMAILED  
CONFIRMATION OF RECEIPT FROM MR. SALARANO.**

Proposals submitted electronically must be submitted in one PDF document, titled **“RFP FOR AIRPORT DISPLAY ADVERTISING CONCESSION,”** followed by the name of the Proposer. This information must also appear in the subject line of the email. Please allow ample time for the email to be transmitted. **The submittal time of record will be the time the email reaches Mr. Salarano. Also note, the size limit for emails is 10 megabytes, and it is recommended that any document over 10 megabytes be compressed before sending to avoid possible delays in transmitting.**

**Note: Please send the document in the PDF format requested. Do not provide a link to the documents.**

### **13.0 QUESTIONS**

A. If the Proposer finds a discrepancy in, or omission from this document or any of its attachments, has any doubts as to their true meaning, or requires any additional information to prepare the Proposal, the Proposer must notify Mr. Salarnao, St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Boulevard, MTN 2501, St. Louis, Missouri 63145, **in writing on or before January 26, 2023 at 4:00 PM CST.** The City will not be responsible for any oral instructions given with regard to the completion and submission of any Proposal. Any interpretation of this RFP or any of its attachments will be made only by the Airport in an addendum issued by the Airport. The City will not be responsible for any other explanations or interpretations of this RFP or any of its attachments. Questions received and responses provided will be made available to all Proposers via the addendum.

- B. The Proposer shall carefully examine the entire contents of this RFP including any attachments (including Exhibit A - the Sample Agreement), addenda and the premises of the Airport, and shall judge for itself all circumstances and conditions affecting its Proposal.
- C. All information or data in the RFP and any subsequent addenda, while believed to be reliable, are to be used by the Proposer at its sole risk, and the City, its officers, employees, and agents do not accept any responsibility or liability in any fashion for its use by the Proposer in structuring a Proposal in response to this RFP.

**A Proposer may contact only the Airport Properties Division with any questions. If the Proposer contacts any member of the Selection Committee, such contact may render the process invalid or eliminate the Proposer from the selection process. It is anticipated that the Selection Committee's selection of the Proposer can be made within (30) thirty days after the receipt of the Proposals.**

#### **14.0 SELECTION PROCESS**

The selection of the Concessionaire will be made by a five (5) member committee (the "Selection Committee") comprised of two members from the Airport Staff, one member appointed by the Office of the Mayor of the City, one member from the Comptroller's Office and one member from the office of the President of the Board of Aldermen. The Selection Committee in its sole judgment and in the best interest of the City and the Airport will select a responsive Proposer submitting the Proposal deemed most advantageous to the Airport.

The Evaluation Criteria and associated values are as follows:

- Advertising Program Plan (35 points)
  - Program adds value to other Airport and Airline Services.
  - Program includes unique elements and a unified design theme that compliments and harmonizes with the Airport.
  - Program uses new and developing trends in advertising.
  - Proposer has a proven ability to market and promote the program to local and national advertisers.
- Financial Plan (40 points)
  - Proposed Percentage Fee structure and / or alternative revenue sharing plan.
  - Demonstrated sales strategies and success and ability to maximize sales.
  - Proposer's overall ability to enhance Airport revenue.
- O&M Plan (15 points)
  - Demonstrated ability to meet all Service requirements set forth in Section 5.
- Experience at other airports/references (10 points)

The Selection Committee shall retain the right, at its sole discretion, to interview and request presentations from each of the Proposers prior to making its selection.

Once a selection is made the City will then schedule a time for the Airport and successful Proposer to negotiate and finalize the terms of the Agreement, including without limitation, the Concession Fee structure. If a successful Proposer refuses or neglects to timely execute an Agreement with the City or fails to timely furnish the required proof of insurance and endorsements, bonds, affidavits, or other required documents as requested by the City, the City may in its sole and absolute discretion, then award the Agreement to the next responsive Proposer best qualified to perform the services, as determined by the Selection Committee. If selected, the next responsive Proposer will be subject to the same procedures and timetables as provided herein. If the second best Proposer also fails or refuses to fully execute the Agreement or fails to timely furnish the requested proof of insurance and endorsements, bonds, affidavits, or other documents requested by the City, the next best Proposer, if selected, will be subject to the foregoing provisions and so on as determined by the Selection Committee.

#### **15.0 AWARD OF CONCESSION AGREEMENT**

- A. The City may select any or all responsive and qualified Proposers who, in the City's sole and absolute judgment submit the highest quality Proposal that best meets the requirements specified in the RFP. Responsiveness, experience, creativity, the Concession Fee structure, and qualifications will be evaluated from the information furnished by the Proposers in the submitted Proposals, in interview sessions and Proposer presentations, if any, as well as from other sources determined by the City.
- B. The award of a Concession Agreement to any successful Proposer under this RFP as well as the Provisions and terms of the Agreement to be awarded must be approved by the City's Airport Commission, the City of St. Louis Board of Estimate and Apportionment, and the City Board of Aldermen.

#### **16.0 RIGHTS**

- A. The City reserves the right to reject any or all Proposals in whole or in part with or without cause; to negotiate for the modification of any Proposal, including the Concession Fees; to advertise for new Proposals; to select one or more Proposal(s); to waive minor irregularities and formalities; to change or extend any deadlines set forth in this RFP; or to proceed to cancel the RFP in its entirety.
- B. More than one Proposal from a Proposer under the same or different names will not be considered. Proposals will be rejected if there is reason to believe collusion exists among Proposers and no participant in such collusion will be considered in future bids or proposals for providing the Advertising Display Concession. The City reserves the right in its sole and absolute discretion to reject any Proposal from any Proposer that is in arrears; or is currently in default to the City upon any debt or contract; or that is a defaulter as surety or otherwise, upon any obligations to the City within the last three (3) years; or has failed in the City's sole

determination and discretion to perform properly, adequately, or faithfully any previous contract within the last three (3) years with the City. The City reserves the right in its sole and absolute discretion to reject any Proposal from a Proposer that is currently involved in litigation with the City regarding any current or previous contract obligation.

## **17.0 PROPERTY OF THE CITY**

The Proposal will become the property of the City upon receipt by the City. The City has the right to use or dispose of each Proposal in any way elected by the City without payment or liability of any kind whatsoever.

## **18.0 NOT A CONTRACT**

This RFP is not to be construed or interpreted as a contract or a commitment of any kind; nor does it commit the City to pay for any costs incurred by the Proposer in the submission of a Proposal or for any costs incurred prior to the execution of a formal contract with the City. The Proposer acknowledges and agrees that the submission of a Proposal in response to this RFP does not impose any legal obligation upon the City or the Proposer submitting the Proposal, nor does it create any contract or quasi-contractual relationship between them.

## **19.0 NON-DISCRIMINATION**

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, ACDBE will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **20.0 LIVING WAGE**

- A. Living Wage Requirements: Proposers are hereby advised that the City's Living Wage Ordinance 65597 (hereinafter in this section referred to as "**Ordinance**") and associated regulations (as used in this Section "**Regulations**") may 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 Proposer and the City must be paid a minimum of the applicable Living Wage rates set forth in the attached Living Wage Bulletin (see Attachment 5, attached and incorporated herein), and, if the rates are adjusted during the term of the Agreement pursuant to the Ordinance, applicable rates after such adjustment is made. Each Proposer must submit the attached "**Living Wage Acknowledgment and Acceptance Declaration**" with its Proposal which is attached hereto as Attachment 6 and incorporated herein



(See Section 19, Required Submittals, of this RFP). Failure to submit this declaration with the proposal will result in rejection of the Proposal. A successful Proposer's failure to comply with contract Provisions related to the Living Wage Ordinance 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 Living Wage Compliance Officer, reachable by phone at 314-426-8111, or can be accessed online at <https://www.stlouis-mo.gov/government/city-aws/ordinances/ordinance.cfm?ord=65597>

A copy of the Living Wage Bulletin issued April 2, 2022 is attached.

- B. The Ordinance and Regulations require the following compliance measures, and Proposer hereby agrees to comply with these measures:
1. Minimum Compensation: Proposer hereby agrees to pay an initial hourly wage to each employee performing services related to the Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (See Attachment 5, attached and incorporated herein). The initial rate shall be adjusted each year no later than April 1, and Proposer hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living Wage Bulletin is issued.
  2. Notification: Proposer 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 Consultant's employees within thirty (30) days of contract execution for existing employees and within thirty (30) days of employment for new employees.
  3. Posting: Proposer 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 Proposer's employees, in a prominent place in a communal area of each worksite covered by the Agreement.
  4. Subcontractors – Proposer 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. Proposer shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.
  5. Term of Compliance – Proposer hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to the Agreement is being performed by Proposer's employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.

6. Reporting: Proposer shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. Penalties: Proposer acknowledges and agrees that failure to comply with any provision of the Ordinance or Regulations may result in penalties specified in the Ordinance and Regulations, which penalties may include, without limitation, suspension or termination of the Agreement, forfeiture and/or repayment of City funds, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.

## **21.0 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE ("ACDBE") PARTICIPATION AND COMPLIANCE**

### **Participation**

This solicitation and the resulting agreement are subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, as the same may be amended over the term of the Agreement. Proposer agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The City has established an ACDBE goal for the Agreement of **Eight and One Half Percent (8.50%)**. The goal will be measured as a percentage of total Gross Receipts. This goal remains in effect throughout the term of the Agreement. Proposers shall take all necessary and reasonable steps to achieve this goal. Acceptable methods of ACDBE participation include concession agreements and sub-agreements, joint ventures, partnerships or any other legal arrangements that result in bona fide ownership and control by the ACDBE participant.

If applicable, Proposers are required to submit information concerning the ACDBE Joint Venture that will operate the Concession by completing the ACDBE Joint Venture Documentation Form, (ATTACHMENT 2), attached hereto and incorporated herein. Attachment 2 must be submitted up until the hour of **4:00 P.M. LOCAL TIME, Tuesday, February 7, 2023**, and should be submitted directly to the BDD Office.

Business Diversity Development  
St. Louis Lambert International Airport  
P. O. Box 10212  
St. Louis, Missouri 63145

Phone: (314) 426-8111

(The office is located on the basement level of Terminal 1, accessible near the A Gates TSA Checkpoint)

All Proposers are required to complete and submit with Proposal an ACDBE Utilization Plan, Good Faith Efforts Documentation Form, and Letter of Intent, which are attached hereto and incorporated herein (ATTACHMENTS 3 and 4).

**If a Proposer elects to bid as a Joint Venture, the Joint Venture Documentation Form and Joint Venture Operating Agreement must reflect the business arrangement specific to this AIRPORT DISPLAY ADVERTISING CONCESSION (ATTACHMENT 2).**

The ACDBE participant must be certified by an agency who is a certifying partner of the Missouri Unified Certification Program called the Missouri Regional Certification Committee (“MRCC”). This certification process can take up to ninety (90) days. **All ACDBE firms must be certified prior to submitting the Proposal. The successful Proposer will be responsible for meeting the ACDBE reporting requirements outlined in the Agreement.**

## **22.0 DATA PRIVACY**

Proposer shall submit a detailed description of its data privacy policies and procedures for handling data collected from airport users, whether collected actively or passively.

At a minimum, the description shall include any formal policies you have regarding customer data collection for the following types of data:

1. **Self-reported data:** Data created by people voluntarily submitting information about themselves into online forms such as email addresses, age and gender, etc.;
2. **Usage data:** Data created when using mobile devices, web services, or other connected technologies, including location data and browsing history; and
3. **Profiling data:** Data created to make predictions about individuals’ interests and behaviors by merging data from multiple sources.

## **23.0 AIRPORT DEVELOPMENT**

The airport is tentatively planning a new consolidated airport terminal to replace the current airport complex of separate terminals (Terminal 1 with Concourses A and C, and Terminal 2) with a single consolidated terminal.

While this plan is tentative and subject to delay, change, and cancelation, certain portions of the Premises may be removed from the Concessionaire’s Premises in the following order, beginning in approximately 2027: Terminal 1 , Concourse A / Terminal 1, Concourse C / Terminal 2 (in about 2031, subsequent to the proposed Expiration Date of the Concession Agreement).

**EXHIBIT A**  
**SAMPLE AGREEMENT**

**RESERVED FOR SAMPLE AGREEMENT**

**[If you downloaded this RFP from the internet, the Sample Agreement is a separate download file at [www.flystl.com](http://www.flystl.com)]**

**ATTACHMENT 1**  
**AUTHORIZED SUBMISSION FORM**

**AUTHORIZED SUBMISSION**

The undersigned, in submitting this Proposal, represents that he/she is authorized to obligate his/her firm and that the firm is not currently in arrears or default to the City upon any debt or contract and is not a defaulter as surety or otherwise, upon any obligation to the City within the last three (3) years and to the best of the undersigned's knowledge and belief, the information provided in this bid submission is true and correct.

Submitted by:

\_\_\_\_\_  
(Firm Name)

By:

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

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title) (Date)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Email: \_\_\_\_\_

**ATTACHMENT 2**

**ACDBE JOINT VENTURE DOCUMENTATION FORMS  
(only if applicable)**

**TO BE SUBMITTED BY PROPOSERS  
PROPOSING A JOINT VENTURE**

**NO LATER THAN**

**TUESDAY FEBRUARY 7, 2023**

**4:00pm CST**



**Model ACDBE Joint Venture Information Documentation Forms**

To be submitted with Joint Venture agreement for review.

- 
1. Name of Joint Venture: \_\_\_\_\_
  2. Names, address and phone number of joint venture contact person: \_\_\_\_\_  
\_\_\_\_\_
  3. Firms participating in joint venture (use additional pages if necessary):

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Name/phone number: \_\_\_\_\_

% ownership: \_\_\_\_\_

ACDBE: Yes No (circle)      Certifying agency: \_\_\_\_\_

Date of Certification: \_\_\_\_\_

Type of work for which certification was granted: \_\_\_\_\_  
\_\_\_\_\_

**ACDBE Joint Venture Information Continued**

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Name/phone number: \_\_\_\_\_

% ownership: \_\_\_\_\_

ACDBE: Yes No (circle)      Certifying agency: \_\_\_\_\_

Date of Certification: \_\_\_\_\_

Type of work for which certification was granted: \_\_\_\_\_

\_\_\_\_\_

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Name/phone number: \_\_\_\_\_

% ownership: \_\_\_\_\_

ACDBE: Yes No (circle)      Certifying agency: \_\_\_\_\_

Date of Certification: \_\_\_\_\_

Type of work for which certification was granted: \_\_\_\_\_

\_\_\_\_\_

**ACDBE Joint Venture Information Continued**

4. ACDBE initial capital contribution: \$ \_\_\_\_\_

5. Future capital contributions (explain requirements): \_\_\_\_\_

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---

6. Source of funds for the ACDBE capital contribution: \_\_\_\_\_

7. Describe the portion of the work or elements of the business controlled by the ACDBE:

---

---

8. Describe the portion of the work or elements of the business controlled by the non-ACDBE:

---

---

9. Describe the ACDBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board, voting rights, etc.): \_\_\_\_\_

---

---

**ACDBE Joint Venture Information Continued**

10. Describe the ACDBE's share in the profits of the joint venture: \_\_\_\_\_

---

11. Describe the ACDBE's share in the risks of the joint venture: \_\_\_\_\_

---

12. Describe the roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):

a. ACDBE joint venture participant: \_\_\_\_\_  
\_\_\_\_\_

b. Non-ACDBE joint venture participant: \_\_\_\_\_  
\_\_\_\_\_

13. Describe the roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):

a. ACDBE joint venture participant: \_\_\_\_\_  
\_\_\_\_\_

b. Non-ACDBE joint venture participant: \_\_\_\_\_  
\_\_\_\_\_

**ACDBE Joint Venture Information Continued**

14. Which firm will be responsible for accounting functions relative to the joint venture's business?

\_\_\_\_\_

15. Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors and/or other parties?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

16. Please provide information relating to the approximate number of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the ACDBE, non-ACDBE or joint venture.

	Non-ACDBE Firm	ACDBE Firm	Joint Venture
Management			
Administrative			
Support			
Hourly Employees			

**ACDBE Joint Venture Information Continued**

17. Please provide the name of the person who will be responsible for hiring employees for the joint venture. \_\_\_\_\_

a. Who will they be employed by? \_\_\_\_\_

18. Are any of the proposed joint venture employees currently employees of any of the joint venture partners? Yes No (circle)

- a. If yes, please list the number and position and indicate which firm currently employs the individual(s). \_\_\_\_\_

\_\_\_\_\_

19. Attach a copy of the proposed joint venture agreement, promissory note or loan agreement (if applicable), and any and all written agreements between the joint venture partners.

20. List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT 3**  
**ACDBE UTILIZATION PLAN**

ST. LOUIS AIRPORT AUTHORITY  
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

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

NAME OF PROPOSER: \_\_\_\_\_

The Proposer shall utilize the maximum number of **certified** disadvantaged owned business enterprises (ACDBEs) possible in responding to the Solicitation.

FIRM NAME ADDRESS PHONE NUMBER CONTACT PERSON FEDERAL ID NO.	CERTIFYING AGENCY CERT. DATA CATEGORY CERTIFICATION NO.	WORK TO BE PERFORMED/ MATERIALS SUPPLIED	ANTICIPATED GROSS REVENUE
(A)	(B)	(C)	(D)

TOTAL PROJECTED GROSS RECEIPTS: \$ \_\_\_\_\_

TOTAL ACDBE SUBGROSS RECEIPTS: \$ \_\_\_\_\_ PERCENTAGE ACDBE: \_\_\_\_\_

\_\_\_\_\_  
PROPOSER AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE



**ST. LOUIS AIRPORT AUTHORITY**

**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE  
UTILIZATION COMMITMENT FORM**

The undersigned bidder/proposer has satisfied the requirements of the bid/proposal specification in the following manner (please check the appropriate space):

The bidder/proposer is committed to a minimum of \_\_\_\_\_ % ACDBE utilization on this contract.

The bidder/proposer (if unable to meet the ACDBE goal of \_\_\_\_\_ %) is committed to a minimum of \_\_\_\_\_ % ACDBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

Name of bidder's/proposer's firm: \_\_\_\_\_

State Registration No. \_\_\_\_\_

By \_\_\_\_\_ (Signature) \_\_\_\_\_ (Title)

**ST. LOUIS AIRPORT AUTHORITY  
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE  
LETTER OF INTENT**

Name of bidder's/proposer's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of ACDBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by ACDBE firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The bidder/proposer is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$

**Affirmation**

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature) (Title)

**If the bidder/proposer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

(Submit this page for each ACDBE subcontractor.)

**ATTACHMENT 4**  
**GOOD FAITH EFFORTS PROCEDURE**  
**AND**  
**DOCUMENTATION FORMS**

## **GOOD FAITH EFFORTS PROCEDURE**

Each Proposer must submit documentation, using Documentation of Good Faith Efforts Forms attached, of its effort to achieve Airport Concession Disadvantaged Business Enterprise (ACDBE) participation in the Agreement. Listed below are the criteria that will be applied to determine whether the Proposer has actively and aggressively sought to meet the contract goal. The list is for the purpose of guidance and is neither exclusive nor exhaustive. Other factors and types of efforts may be relevant and will be considered in appropriate cases as well as the variety, nature and number of efforts made by the Proposer in seeking to meet the Airport Authority's goals.

### Criteria for Determining Good Faith Efforts

The following criteria will be used:

1. Whether the Proposer attended any pre-solicitation meetings scheduled by the Airport;
2. Whether the Proposer advertised in general circulation, trade association, and minority-focused media concerning ACDBE opportunities in the Agreement;
3. Whether the Proposer provided written notices to a reasonable number of specific ACDBE's indicating that their interests in the Agreement were being solicited in sufficient time to participate effectively;
4. Whether the Proposer followed up initial solicitations of interest by contacting ACDBE's to determine with certainty whether the DBE's were interested;
5. Whether the Proposer selected portions of the work to be performed by ACDBE's in order to increase the likelihood of meeting the ACDBE goals, including where appropriate, breaking down the operation into economically feasible units to facilitate ACDBE participation;
6. Whether the Proposer provided interested ACDBE's with adequate information about the specifications and requirements of the Agreement;
7. Whether the Proposer negotiated in good faith efforts with interested ACDBE's, i.e. not rejecting ACDBE's as unqualified without sound reasons based on a thorough examination of their capabilities;
8. Whether the Proposer made efforts to assist interested ACDBE's in obtaining bonding, lines of credit or insurance required by the Airport Authority;
9. Whether the Proposer effectively used the services of available community organizations, i.e. local, state and federal minority business assistance offices and other organizations that provide assistance in ACDBE recruitment and placement.

### Documentation to Accompany Good Faith Efforts Form

1. Copies of all advertisements which appeared in minority publications, including the names of the publication, the date on which the advertisement appeared and the audience to which the publications were directed, i.e. general audience publication, ACDBE supplier publication;
2. Copies of notification of available opportunities to all minority associations known to the Proposer. As a minimum, notification will include minority associations in the St. Louis area. Such notifications will be in writing and mailed in a timely manner consistent with Bid due date and certification requirements. The date and time for submitting Bids will be specified in the advertisement and notices and opportunities will be described as accurately as possible in reasonable detail;
3. Copies of all letters and other communications, including enclosures and attachments, which were sent to minority associations. Include the name, address, and date of mailing of each letter sent. The Proposer should have available copies of all correspondence and a record of all telephone replies in response to solicitations;
4. The record of telephone responses should include date and time of the incoming calls and the date and time it was returned or responded to. Proposers are requested to respond promptly to both telephone and mail responses from ACDBE associates since delays may be erroneously interpreted as an attempt to discourage ACDBE participation;
5. Documentation which objectively shows the capabilities of available ACDBE companies should be provided. The Proposers should make a concerted effort to segment the work to be performed under the Agreement in ways that accommodate the size and capabilities of known available ACDBE's;
6. Solicitation letters inviting proposals from ACDBE's should accurately describe segmented portions of work to be subcontracted and encourage inquiries for further details. The solicitation letters should be sent in a timely manner so as to allow ACDBE's sufficient opportunity to develop proposals for the work described. All solicitation letters must specify the due date for the information of the addressee. Proposers are also strongly urged to follow up such letters with telephone calls to determine the ACDBE's level of expertise.

### Determination of Good Faith Efforts

The BDD Office will assess the good faith efforts form and any other documentation submitted by the Proposer's for good faith effort. Determination of a Proposer's good faith effort will be made on a case by case basis.

DOCUMENTATION OF GOOD FAITH EFFORTS

The Proposer shall document and describe the good faith efforts taken to meet the ACDBE goal by completing this form:

Yes \_\_\_ No \_\_\_ Apportioned the Agencies rights to be performed by ACDBE's in order to increase the likelihood of achieving the stated goal.

Yes \_\_\_ No \_\_\_ Solicited ACDBE's by written notification at least (21) calendar days prior to Bid opening of opportunities for participation.

Yes \_\_\_ No \_\_\_ Eliminated any agreements between the Proposer and the ACDBE in which ACDBE promises not to provide participation in the Bids of other Proposers.

Yes \_\_\_ No \_\_\_ Assisted ACDBE's that need assistance in obtaining bonding, insurance, or lines of credit.

Yes \_\_\_ No \_\_\_ Attended the Pre-Bid meeting scheduled by the Authority.

Yes \_\_\_ No \_\_\_ Notified disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of ACDBE's.

Yes \_\_\_ No \_\_\_ Advertised in general circulation media, trade association publications, disadvantage-focused media of interest in utilizing ACDBE's and area of interest.

List publications: \_\_\_\_\_  
\_\_\_\_\_

Describe any other efforts made to secure ACDBE participation and the results of those efforts.

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In addition to the ACDBE's proposed for this Bid, list below all ACDBE's that were contacted and not included in this Bid.

Firm Name:

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Address:

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Contact person and Phone Number:

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Method of Solicitation:

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Reason not included in Bid:

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Firm Name:

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Address:

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Contact person and Phone Number:

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Method of Solicitation:

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Reason not included in Bid:

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Firm Name:

---

---

Address:

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---

Contact person and Phone Number:

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Method of Solicitation:

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Reason not included in Bid:

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Firm Name:

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Address:

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Contact person and Phone Number:

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Method of Solicitation:

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Reason not included in Bid:

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Firm Name:

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Address:

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Contact person and Phone Number:

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Method of Solicitation:

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Reason not included in Bid:

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Firm Name:

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Address:

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Contact person and Phone Number:

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Method of Solicitation:

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Reason not included in Bid:

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Firm Name:

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Address:

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Contact person and Phone Number:

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Method of Solicitation:

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Reason not included in Bid:

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The demonstration of good faith efforts by the Proposer must in the end prove the Proposer had actively and aggressively sought out ACDBE's to participate in the management and operating responsibilities of a Concession at St. Louis Lambert International Airport®. The information provided will be evaluated to determine if the Proposer is responsive. All the information provided must be accurate and complete in every detail. Use additional sheets if necessary.

**ATTACHMENT 5**  
**LIVING WAGE BULLETIN**

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**ST. LOUIS LIVING WAGE ORDINANCE**  
**LIVING WAGE ADJUSTMENT BULLETIN**

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**NOTICE OF ST. LOUIS LIVING WAGE RATES**  
**EFFECTIVE APRIL 1, 2022**

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 **\$14.39** 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 **\$18.99** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$4.60** 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, 2022. 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 <https://www.flystl.com/business/business-diversity-development-1/living-wage> or obtained from:

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

**ATTACHMENT 6**

**LIVING WAGE ACKNOWLEDGEMENT  
&  
ACCEPTANCE DECLARATION**

**ST. LOUIS LIVING WAGE ORDINANCE  
LIVING WAGE ACKNOWLEDGMENT AND ACCEPTANCE  
DECLARATION**

**CONTRACTING AGENCY: AIRPORT AUTHORITY**

**BIDDER'S/PROPOSER'S NAME:** \_\_\_\_\_

**DATE PREPARED:** \_\_\_\_\_

**PREPARED BY:** \_\_\_\_\_

**PREPARER'S TELEPHONE 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 Ordinance 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:** \_\_\_\_\_