ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

REQUEST FOR PROPOSALS FOR
EMERGENCY MEDICAL & AMBULANCE SERVICES

RFP INFORMATION

Solicitation: Emergency Medical & Ambulance Services

The Airport is requesting proposals from qualified proposers to perform the above Emergency Medical & Ambulance Services.

Pre Proposal Meeting: April 7, 2020, 10:00am
Airport Properties Conference Room
STL Terminal 1, Lower Level
Adjacent to the A Gates Security Checkpoint

RSVP to Leslie Dunlap, ljdunlap@flystl.com

Questions Due: On or before April 10, 2020

Proposal Due Date: April 23, 2020, 2:00pm

STL Contact: Leslie Dunlap, MA, JD
Contract Compliance Officer
Airport Properties Division
(314) 890-1812
ljdunlap@flystl.com
March 16, 2020

Prospective Proposers:

Attached is the Request For Proposals with Qualifications (RFP) for Emergency Medical & Ambulance Services at St. Louis Lambert International Airport.

Your full and complete proposal must be submitted by 2:00 p.m. local time, April 23, 2020, at the St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Drive, MTN 2501, St. Louis, Missouri 63145. Seven (7) copies of each proposal (an original and six (6) copies) must be submitted in a sealed envelope addressed to Leslie Dunlap, Airport Properties at the address provided above, with the words “RFP FOR EMERGENCY MEDICAL & AMBULANCE SERVICES” clearly written across the left hand face of the envelope.

A Pre-Proposal Meeting will be conducted on April 7, 2020 at 10:00 a.m. local time. Interested proposers shall assemble on that day at that time in the Airport Properties Conference Room (Room Number MTN 2450) at the above address.

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 have the services performed 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 to the undersigned at ljdunlap@flystl.com on or before April 10, 2020.

Sincerely,

[Signature]

Leslie Dunlap, MA, JD
Contract Compliance Officer

Enclosure
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THE CITY OF ST. LOUIS AIRPORT AUTHORITY

REQUEST FOR PROPOSALS WITH QUALIFICATIONS FOR

"EMERGENCY MEDICAL & AMBULANCE SERVICES"

AT ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

1.0 INTRODUCTION

The City of St. Louis ("City") owns St. Louis Lambert International Airport ("Airport"). The Airport is operated for the City by the Airport Authority of the City of St. Louis ("Authority"), a department of the City. The Authority, on behalf of the City, is seeking proposals from qualified firms to provide Emergency Medical & Ambulance Services at the Airport. The Airport serves more than 14 million passengers per year in addition to thousands of visitors. It is also a base of employment for thousands of employees from various companies. This Request for Proposals with Qualifications ("RFP") is expected to result in the selection of a responsive, qualified Proposer to assist the City in this undertaking.

2.0 DEFINITIONS

"Agreement"  This means the contract awarded under this RFP for Emergency Medical & Ambulance Services between the City and the Consultant.

"Airport"  This means St. Louis Lambert International Airport, 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 Director"  This means the Director of Airports of The City of St. Louis or his/her authorized or designated representative(s).

"Airport Representative"  This means the Airport Assistant Director for Operations and Maintenance or his/her designated representative.

"Authority"  This means the Airport Authority of The City of St. Louis.

"City"  This means the City of St. Louis, owner and operator of St. Louis Lambert International Airport.

"Commencement Date"  This means the date the term of the Agreement begins which is October 1, 2020 as provided for in Section 9.0.
“Consultant” This means the Proposer selected by the Selection Committee.

“Contract Year” 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.

“day(s)” This means consecutive calendar days unless otherwise expressly stated.

“Expiration Date” This means the date the term of the Agreement ends which is September 30, 2023 as provided for in Section 9.0.


“Proposal” This means a response with qualifications to this RFP by a Proposer.

“Proposer(s)” This means a firm or company responding to this RFP.

“Provisions” This means all terms, covenants, warranties, specifications, conditions, and provisions of the Agreement.

“Request For Proposals with Qualifications” or “RFP” This means the document as defined in Section 1.0 above.

3.0 OBJECTIVE

The Authority on behalf of the City is seeking proposals from responsive and qualified firms to provide the professional Emergency Medical & Ambulance Services at St. Louis Lambert International Airport utilizing appropriately trained and equipped personnel as contemplated in this RFP seven (7) days a week for the patrons and employees of St. Louis Lambert International Airport during the term of the Agreement.

4.0 SCOPE OF WORK

The Consultant, subject to the Provisions of the Agreement, will provide Emergency Medical & Ambulance Services described below and elsewhere throughout the RFP. Consultant shall provide services and support in accordance with this Scope of Work.
The Scope of Work may be reduced, modified, or supplemented by the Airport Representative, at the sole discretion of the City, during the term of the agreement.

A. The Consultant shall furnish all labor, materials, equipment, supplies, and supervision necessary to perform all work required to provide emergency medical and ambulance services in the form of advanced life support and paramedic services to airlines, passengers, tenants, visitors, and employees at the Airport with an advance life support vehicle stationed on the Airport property, as directed and requested by the Airport Representative.

B. Consultant shall provide staffing for at least one (1) Emergency Medical Technician ("EMT") and one (1) Emergency Medical Technician-Paramedic ("EMT-P"), properly trained and licensed in accordance with the laws of the State of Missouri for service twenty-four (24) hours per day, seven (7) days per week., to included but not limited to certification in CPR and ACLS.

C. Consultant shall maintain and make available at all reasonable times for inspection, examination and audit by the City or its agents, accurate records of services rendered and charges submitted.

D. Consultant shall maintain accurate medical records for individual services rendered and timely submit copies of such records to the Bureau of Emergency Services of the State of Missouri and to other government agencies when requested or required by law.

E. Consultant shall timely bill all patients for emergency services rendered and complete all forms required for payment by insurance carriers, Medicare/Medicaid, or other third-party payers. Charges for services must be made in accordance with a fee schedule submitted and approved by the City. The Consultant shall accept assignment of patients whose medical insurance benefits are provided by Medicare/Medicaid or other third parties. A monthly statement of charges billed and payments received for services provided by the Consultant will be timely submitted to the City.

F. Consultant shall provide emergency ambulance service including appropriate medical care required for the health, welfare, benefit, and convenience of all passengers, visitors, and employees at the Airport for non-aircraft related/multi-casualty incident, as directed and requested by the Airport Representative.

G. Consultant shall promptly and timely respond to calls by the Airport Police Dispatcher for medical assistance to airline personnel, passengers, traveling companions, or City and tenant employees and provide emergency medical services and transport patients to an appropriate medical facility.
H. Consultant shall inform the Airport Police Dispatcher as soon as possible if the Consultant is unable to respond promptly to emergency calls because equipment or personnel are not immediately available.

I. Consultant’s response to activities at the Airport and the performance of the work or services contemplated herein will be at the direction, request and supervision of the Airport Representative.

J. Consultant shall purchase and maintain at no extra cost to the City an adequate number of radios compatible with the Airport’s existing 800-radio communications network (Motorola Portable, 800 MHz). Programming and assignment of appropriate frequency channels will be performed by Airport personnel.

K. Consultant shall dispatch a replacement ambulance to arrive on Airport property within ten (10) minutes of the departure of the ambulance stationed at the Airport when ambulance is committed to transport patients(s). The Consultant shall at all times maintain sufficient resources to meet this requirement. Compliance will be reviewed on a monthly basis by the Airport Representative and will be part of the Consultant’s monthly reporting requirement.

L. As a backup/mutual aid to City of St. Louis Fire/EMS Department, contractor must have resources available to provide 5-10 additional emergency response vehicles within 30 min of request in the event of a multi-patient incident, if requested by the Airport Representative, Airport Incident Commander, or the City of St. Louis Battalion Chief.

M. The Consultant shall comply with all applicable federal, state, and local governmental laws, statutes, rules, ordinances, executive orders, and regulations, as well as the rules and regulations of the Airport and the City as amended. The Consultant, at its cost, shall obtain identification badges the employees assigned to the Airport as required by the Airport Representative. Employees issued identification badges will be required to attend Security and Apron Safety/Driving classes at the Consultant’s cost. The Consultant will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and 49 CFR Part 1500 as amended from time to time. Any and all violations by the Consultant or its officers, employees, subcontractors, independent contractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Consultant, or its officers, employees, agents, or representatives, will be the responsibility of the Consultant. City shall be reimbursed within ten (10) days of the City’s request for any such fines or penalties imposed on the City.

N. Consultant shall make weekly, (once every seven (7) days) inspections of the Airport Automated External Defibrulators (“AED”) located in the terminals and
concourses (See Exhibit D attached hereto and incorporated herein). The Airport shall provide training and the appropriate forms to conduct the inspections.

O. Consultant hereby acknowledges and agrees that Consultant, after receiving a call to come to the Airport, shall not bill the City or any person for the cost of dispatching the ambulance if that person refuses emergency treatment from the Consultant.

P. Consultant shall have the ability to safely transport patients with potential or confirmed highly infectious diseases to include an Isopod Transport unit.

Q. Consultant shall have at least 10 years of Emergency Service Response and Standby experience

R. Paramedics are required to continuously maintain certification in CPR, ACLS, ITLS/PHTLS, and State of Missouri Paramedic licensure.

S. Consultant’s ambulance will have on hand High-Performance transport ventilators capable of maintaining appropriate ventilator support for adult and pediatric patients with a manufacture date of 2017 or newer.

T. Consultant shall participate, at least annually, in all emergency exercises at St. Louis Lambert International Airport, when requested by the Airport Representative.

5.0 FAILURE TO PERFORM

A. If the Airport Representative determines at his/her sole discretion that the quality or quantity of any work required to be performed under the Agreement is unacceptable or that the Consultant has failed or refused to perform the work, the City may take reasonable and necessary actions to perform the work or remedy the Consultant’s failed or under performance(s).

B. All reasonable costs or expenses incurred by the City will be promptly and timely paid or reimbursed by the Consultant as provided for in this Section. The City may deduct such costs, plus 15 % for administrative costs, from any payments due to the Consultant under the Agreement or the City may invoice the Consultant for such costs which will be due within thirty (30) days of the City’s written request.

C. The work, if necessary, and any other actions taken by the City pursuant to this subsection may only be performed after first providing at least five (5) working days’ notice to Consultant of such failure to comply. Subsequent to receipt of notice that the City will perform the work or remedy the breach or default, the Consultant must not undertake further performance of such work without the specific prior authorization from the Airport Representative.
D. During the five (5) days' notice the Consultant may demonstrate to the City why no such alleged failure is present or to timely remedy such alleged failure. However, the City's right to perform such work will not arise, if such failure cannot be reasonably cured within five (5) working days and the Consultant promptly and with due diligence takes prompt and appropriate corrective action and diligently pursues until the failure is corrected to the City's reasonable satisfaction.

6.0 FEES


7.0 STATEMENT OF QUALIFICATIONS

All Proposers must prepare a “Statement of Qualifications” that describes, in detail, the organization of the Proposer’s firm and pertinent experience of the nature described in this RFP. Each Proposer shall submit a listing of clients for which the Proposer provides comparable services of the nature contemplated in this RFP. The listing of comparable experience must be provided as part of the Proposal and the listing of comparable project experience must provide names, contact persons, addresses, and phone numbers of at least five (5) responsible references for verification of experience. Proposers must specifically address the following:

A. A statement of corporate capabilities which must include but not be limited to the following:

2. Current Basic Trauma Life Support or Pre-Hospital Trauma Life Support certification for EMT-P staff.
4. Recognized training in Biohazard Response.
5. Medical Director, certified as an Emergency Medicine Physician.
6. Prior experience providing Emergency Medical Services to large public venues, such as major airports, sports facilities, or other large events involving congregations of 1,000 or more people.
7. Description of the range of services offered, length of time in business, company structure, professional registrations, and etc.

B. Documentation of knowledge, capabilities, certifications, and experience in managing and operating ambulance locations in the St. Louis metropolitan area, including emergency medical and ambulance services in the form of advanced life support and paramedic services.

C. Explanation and total number of years’ experience in the full working knowledge of Emergency Medical and Ambulance services. Proposer must have at least five (5) years full time paid professional experience providing Emergency Medical and Ambulance Services of the general nature contemplated herein within the past six (6) years.

D. Location of principal office where the work will be managed from.

E. Resumes of key personnel, citing relevant experience in projects of this nature. Also, identify the proposed project manager.

F. Proposed Fee Structure.

G. A complete list of all proposed subcontractors (see Section 23, Assignment & Subcontracting”).

H. A complete list of all owners, directors, and officers of the Proposer and all proposed subcontractors, sub-consultants, independent subcontractors, etc. (See also Section 23.0, entitled “Assignment & Subcontracting”).

I. Proposer shall furnish the past three (3) fiscal or calendar year-ended completed financial statements prepared in accordance with generally accepted accounting principles and with an independent Certified Public Accountant’s (CPA) statement attached, if the 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 statement.

J. Proposer must submit as part of its Proposal a written synopsis, which fully discloses and explains the following events: i) any termination for cause of an Emergency Medical & Ambulance services contract in which the Proposer or the Proposer’s affiliates, are or were a party to that were terminated for cause within the past three (3) years; and ii) any debarment proceedings recommended or initiated, or debarment decisions, in the pass three (3) years against the Proposer.
or the Proposer’s respective directors, officers or employees, including their respective affiliates. Proposer shall include as part of its Proposal copies of any termination notices, debarment notices, complaints, or reports, finding of fact or law, rulings or decisions of debarment. For purposes of this Section 7.J, an “affiliate(s)” means a person or entity that directly or indirectly thorough one or more intermediates controls, or is controlled by, or is under common control with, the Proposer.

K. Any additional information that may be relevant in assessing the qualifications, experience and ability of the Proposer.

8.0 RESPONSIBILITIES OF THE CONSULTANT

In the performance of any Agreement resulting from this RFP, the Consultant must:

A. Comply with all applicable rules and regulations including ordinances, resolutions, plans, operating directives, environmental plans or programs, Airport certification manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as may be amended, in performing the work or services under the Agreement. Consultant will comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City and all federal, state, city, local and other governmental authorities, as amended, in performing the Provisions of the Agreement or the work or services contemplated herein.

B. Carry out the services as described in Section 4.0, Scope of Work, as ordered, requested, and directed in writing by the Airport Representative.

C. Not subcontract, assign, or otherwise transfer any of the services or work to be performed under the Agreement without the prior written consent of the City. Failure to obtain prior written consent of the City will be cause for termination of the Agreement. (See Section 23.0, “Assignment & Subcontracting”).

D. Be responsible for the employment and supervision of its own staff to carry out its obligations under the Agreement and be responsible for the performance and payment of professional services that it may hire subject to the Provisions of the Agreement in addition to the Consultant’s regularly employed staff. (Section 23.0, “Assignment and Subcontracting”).

E. Be responsible for the professional quality, technical accuracy, and coordination of information and materials utilized to implement the services provided under the Agreement. The Consultant will, without any additional compensation, correct or revise errors or deficiencies for which it is responsible in the course of providing its services under the Agreement as determined by the Manager.
F. Treat all knowledge of the City’s intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Airport Director, unless otherwise required by a court order or subpoena. Consultant shall timely inform the City of any such order or subpoena prior to releasing said confidential information.

G. Provide personal attention to and prompt services for all assignments. The Consultant understands and agrees that the City does not waive any rights or bases for any cause of action by the virtue of its review, approval, acceptance, or payment of any services provided by the Consultant under the Agreement.

H. Throughout the term of the Agreement, the Consultant will maintain all licenses, certifications, and credentials necessary to perform the services contemplated herein in accordance with all applicable federal, state, and local laws, and regulations including, without limitation all applicable rules and regulations of United States Department of Transportation (USDOT) as amended.

I. Ensure that the City’s rights in regard to sovereign immunity and any other governmental immunity is reserved and preserved as appropriate with each policy of insurance.

9.0 TERM

The work of the Consultant under the terms of the Agreement will begin on the Commencement Date specified below and terminate when the work described therein is completed, not to exceed thirty-six (36) months. The Agreement will be expressly subject to the City’s Charter and ordinances, and will not become effective or binding on the City until fully executed by all signatories of the City and delivered by the City to the Consultant.

Commence Date: October 1, 2020  Expiration Date: September 30, 2023

10.0 DUE DATE OF PROPOSAL

Written Proposals will be received up until the hour of 2:00 P.M. Local Time, April 23, 2020. All Proposals must be addressed and delivered to:

Leslie Dunlap, Contract Compliance Officer
St. Louis Lambert International Airport
Airport Properties Division – MTN 2501
10701 Lambert International Boulevard
St. Louis, Missouri 63145
Seven (7) copies of the Proposal (an original and six (6) copies) 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 Ms. Dunlap at the address provided above, with the words “RFP For Emergency Medical & Ambulance Services” 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.

11.0 RIGHTS

A. The City reserves the right to reject any Proposal which, in the City’s sole and absolute opinion, the Proposer does not have the qualifications as stated in this RFP, including the necessary experience, the financial capacity or the ability to perform the Scope of Work, or any non-responsive Proposal or any Proposal submitted without the required information. In addition, any Proposal not in compliance with the procedural requirements for submitting a Proposal will be rejected. 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; to advertise for new Proposals; to perform the work or services itself; to waive minor irregularities and formalities; or to proceed to have the services performed otherwise. The City also reserves the right to establish a “cure” period, in the event that a Proposer(s) has not submitted the required information, for the purpose of obtaining complete Proposals or curing other defects in a Proposal. The City, in addition to the previously stipulated reservations, reserves the right to disqualify any Proposer and reject any Proposal submitted that is not, in the City’s sole and absolute judgment, competent, experienced, or qualified to perform the work and services contemplated herein. The City reserves the right to thoroughly investigate financial status, experiences, and record of the Proposer and reserves the right to reject any and all Proposals. The submission of a Proposal by any Proposer does not in any way commit the City to enter into a contract with that Proposer or any other Proposer. This list of the City’s’ rights is not all-inclusive.

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 Proposals for providing these Emergency Medical & Ambulance Services. 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 previous contract obligation.
12.0 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 selected by the City without payment or liability of any kind whatsoever.

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 Leslie Dunlap, St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Boulevard, MTN 2501, St. Louis, Missouri 63145, in writing on or before April 10, 2020 at 5:00 PM local time. 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, 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.

14.0 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.
15.0 SELECTION OF CONSULTANT

A. The selection of the Consultant 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, 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 the responsive Proposer best qualified to perform the services described herein. The Proposer may contact only the Airport Properties Division for any questions (See Section 13.A, entitled “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 Consultant can be made within thirty (30) days after the receipt of the Proposals.

B. The City will then schedule a time for the City and successful Proposer to finalize the scope of work and negotiate and draft the terms of the Agreement, including without limitation, the 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. Factors to be considered in the selection of the Consultant, will include but not necessarily be limited to:

1. Responsiveness to this RFP;

2. Firm’s Qualifications, Experience & Capability to Perform the Scope of Work; as outlined in the “Statement of Qualifications” (See Section 7.0) and “Responsibilities of the Consultant” (See Section 8.0), and to satisfy the City’s “Objectives” (See Section 3.0); and

3. Proposed Fee Structure (See Section 6.0 entitled “Fees”).

C. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals 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.

16.0 AWARD OF CONTRACT

A. The Agreement, if awarded, will be awarded by the City to a responsive and qualified Proposer who, in the City's sole and absolute judgment, best meets the requirements and submits the best proposal as specified in the RFP. Responsiveness, experience, and qualifications will be determined from the information furnished by the Proposers in the submitted Proposals, in interview sessions, if held, as well as from other sources determined by the City. After award of the Agreement, the Proposer selected will meet with the Airport Staff to finalize the scope of work and terms and fees for the work described in Section 4.0 entitled "Scope of Work" of this RFP.

B. The City intends to enter into an Agreement with a successful Proposer beginning on the Commencement Date and ending three (3) years from that date. The award of the Agreement to a 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 and its Board of Estimate and Apportionment.

17.0 MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION

A. Definitions:

1. "Minority Business Enterprise" or "MBE" means a minority business enterprise as defined in the Mayor's Executive Order #28, as amended.

2. "Women Business Enterprise" or "WBE" means a women's business enterprise as defined the Mayor's Executive Order #28, as amended.

B. Policy:

It is the policy of the City of St. Louis Airport Authority to ensure the maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services to the City, its departments, agencies and authorized representative and to all entities receiving City funds or City-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub recipients through the competitive proposal process. The provisions of this Policy apply to all contracts awarded by the City, its departments and agencies and to all recipients of City funds or City-administered government funds and will be liberally construed for the accomplishments of its policies and purposes.
C. Goal:

A goal of 25% MBE and 5% WBE utilization has been established in connection with the Agreement. This goal is based on the original Agreement amount and remains in effect throughout the term of the Agreement. If an award of the Agreement is made and the MBE/WBE participation is less than the Agreement goal, the Consultant shall continue good faith efforts throughout the term of the Agreement to increase MBE/WBE participation and to meet the Agreement goal. Please note: Consultants that have been certified as either an MBE or WBE are still required to fill both goals. In addition, Consultants that have been certified as an MBE and a WBE can only be used to fulfill either the MBE goal or the WBE goal, not both goals.

D. Obligation:

1. The Consultant agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis Airport Authority provided under the Agreement. The Consultant will not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by the City of St. Louis Airport Authority.

2. A current Directory of M/W/BE certified firms is available online at www.flystl.com/bdd.

E. Good Faith Efforts Requirement:

1. The quality, quantity and intensity of the Proposer’s good faith efforts will be evaluated by the City. Regardless of whether the Proposer meets the 25% MBE and 5% WBE goal, the Proposer must demonstrate and document those efforts by submitting the “Good Faith Efforts Report Form” (see Attachment 3) with the proposal. Additionally, when the M/WBE goals cannot be met, the Proposer must also include a statement as to why the goals could not be met. (See Proposer’s Checklist Item 9). Examples of good faith efforts are but not limited to the following:

   a. Efforts made to select portions of the work proposed to be performed by M/WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE participation. Selection of portions of work are required to at least equal the goal for M/WBE utilization specified in the contract.

   b. Written notification at least fourteen (14) calendar days prior to the opening of proposals, soliciting individual M/WBEs interested in participation in the contract as a subcontractor, regular dealer,
manufacturer, consultant, or service agency and for what specific items or type of work.

c. Written notification to disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of M/WBEs, of the type of work, supplies, or services being considered for M/WBEs on this contract.

d. Efforts made to negotiate with M/WBEs for specific items of work including evidence on:

i. The names, addresses, telephone numbers of M/WBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the M/WBEs to determine with certainty whether the M/WBE is interested. Personal or phone contacts are expected.

ii. A description of the information provided the M/WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.

iii. A statement of why additional agreements with M/WBEs were not reached, and

iv. Documentation of each M/WBE contacted but rejected and the reasons for the rejection.

e. Absence of any agreements between the Consultant and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other bidders.

f. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the Consultant.

g. Documentation that qualified M/WBEs are not available, or not interested.

h. Attendance at any meeting scheduled by the user department, or the SLDC to encourage better Consultant-subcontractor relationships, forthcoming M/WBE utilization opportunities (i.e. pre-proposal, workshops, seminars), etc.

i. Advertisement, in general circulation media, trade association publications, disadvantaged-focused media, of interest in utilizing M/WBEs and area of interest.
j. Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of M/WBEs.

2. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.
   a. M/WBE unable to provide performance or payment bonds or both.
   b. Rejection of reasonable proposal based on price.
   c. M/WBE would not agree to perform items of work at the unit bid price.
   d. Union versus nonunion status.
   e. Consultant normally would perform all or most of the work of the contract.
   f. Solicitation by mail only.
   g. Restricting to only those general group of items which may be listed in proposals under such headings "Items Subcontractible to M/WBE firms."

3. The demonstration of good faith efforts by the Consultant must prove the Consultant actively and aggressively sought out M/WBEs to participate in the project.

4. The information provided will be evaluated to determine if the low Proposer is responsive. All the information provided must be accurate and complete in every detail. The apparent low Proposer's attainment of the M/WBE goal or demonstration of good faith effort will assist in determining the award of the contract.

F. Eligibility:

Consultant should access the online directory to obtain a list of eligible MBEs/WBEs and to determine the eligibility of the MBE/WBE firms it intends to utilize in the Agreement.

G. Counting MBE/WBE Participation toward Goals:

MBE/WBE participation towards the attainment of the goals will be credited on the basis of the total subcontract prices agreed to between the Consultant and subcontractors for the contract items being sublet as reflected on the “MBE/WBE
Utilization Plan” (see Attachment 2) and incorporated herein. Proposer must complete and submit with its proposal the MBE/WBE Utilization Plan (See Proposers Checklist, Item 8). **Firms must be certified prior to the proposal opening in order to be used to fulfill the participation goals.**

H. In additional the Proposer must also submit the “Notice of Intent to Perform as a Subcontractor or Material Supplier Form,” (see Attachment 4) and incorporated herein. (See Proposer’s Checklist, Item 13.)

I. Post Award Compliance:

If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Consultant of the responsibility to continue good faith efforts to maximize participation of MBEs/WBEs during the term of the Agreement.

J. Substitution of MBE/WBE Firms after Award:

1. The Consultant will conform to the scheduled amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Consultant will immediately notify the contracting department and City of St. Louis Airport Authority Business Diversity Development (BDD) office prior to replacement of the firm.

2. Substitutions of MBE/WBE must be approved in writing by the Director. (See Section 23.B, “Assignment and Subcontracting”). Substitutions of MBE/WBE will be allowed only when the MBE/WBE has failed to perform due to a default (material breach) of its subcontract or agreement. Consultant will not cancel or terminate its agreement with the MBE/WBE without cause and shall timely forward supporting documentation substantiating the cause of the default or termination to the Director for review.

K. Record Keeping Requirements:

The Consultant shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City of St. Louis Airport Authority to determine compliance with the MBE/WBE contract obligations. The City of St. Louis Airport Authority reserves the right to investigate, monitor and review actions, statements, and documents submitted by any contractor, subcontractor, or MBE/WBE.

L. Reporting Requirement:

The Consultant must submit monthly reports on MBE/WBE involvement to the
City of St. Louis Airport Authority Business Diversity Development Office via the BDD online reporting system. Actual payments to MBEs/WBEs will be verified. The Consultant shall ensure its subcontractors are also submitting monthly reports on MBE/WBE participation via the BDD online reporting System.

1. Liquidated Damages. The Consultant hereby agrees and stipulates that their or their subcontractor(s)'s failure to comply with the MBE/WBE reporting requirements could result in an administrative or financial burden or both to the City. Therefore, the Consultant agrees and stipulates that the Director, on behalf of the City, may elect to implement liquidated damages after written notice to the Consultant for failure to report. The stated liquidated damages in this sub-Section are cumulative over the term of the Agreement and are in addition to any other remedies City may have under the Agreement or at law or in equity:

   a. The first failure to report violation will result in a warning letter;

   b. The second failure to report violation will require Consultant today liquidated damages to the City not to exceed $25.00 for each week past due;

   c. The third failure to report violation will require Consultant today liquidated damages to the City not to exceed $50.00 for each week past due; and

   d. The fourth failure to report violation will require Consultant today liquidated damages to the City not to exceed $75.00 for each week past due.

   i. Payment of Liquidated Damages. All liquidated damages will be deducted by the City's next payment schedule. If there is no future payment(s), the Consultant will make the liquidated damage payment to the City within thirty (30) days' written notice of the violation.

   ii. Notice. For any failure to report a violation specified in this section with associated liquidated damages, the City will provide written notice. Including liquidated damages due and payable to the City.

M. Applicability of Provisions to MBE/WBE Consultants:

These provisions are applicable to all Consultants including MBE/WBE Consultants. If the MBE/WBE Consultant intends to sublet any portion of the Agreement, the MBE/WBE Consultant shall comply with provisions regarding Consultant and subcontractor relationships.
18.0 AFFIRMATIVE ACTION/NON-DISCRIMINATION

A. The Proposer agrees that in performing any services resulting from this RFP neither it nor anyone under its control will permit discrimination against any business, employee or applicant for employment because of race, creed, color, sex, age, disability, religion, national ancestry, or origin.

B. Proposer agrees to comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; Title VI of the Civil Rights Act of 1964, as amended; 49 CFR Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

19.0 REQUIRED SUBMITTALS

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:


B) Documentation demonstrating Proposer’s ability to comply with personnel requirements of this RFP. The documentation should include resumes for the key managers or executives, including the branch manager, who will be responsible for the Proposer’s performance. See Sections 7.E & 7.I;

C) A list of five (5) business references, including a contact person’s name, complete address and telephone number for each reference. The references requested in Section 7.0 entitled “Statement of Qualifications” must be included as part of this business reference list;

D) The Proposer’s fiscal year-end Financial Statements for the last three (3) years. See Section 7.J;

E) Completion of the Authorized Submission Form (Attachment 1);

F) Proposer’s plan for MBE/WBE Participation. (See Section 17.0, Minority and Women Business Enterprise (MBE/WBE) Participation for participation goals).
Plan must include (1) the level of MBE/WBE participation the Proposer intends to achieve in the performance of a contract resulting from this RFP; (2) the type of work to be performed by the MBE and WBE participants; and (3) the names of the MBEs and WBEs the Proposer plans to utilize in the performance of a contract resulting from this RFP. The Utilization Plan (Attachment 2) must be submitted. **Even if the Proposer is a certified DBE, MBE, or WBE, the Plan MUST be completed and submitted with the Proposal.**

G) Documentation of Proposer’s efforts to maximize MBE/WBE participation. This information is required whether or not the Proposer indicates intent to achieve contract goals. The M/WBE Good Faith Efforts Forms (Attachment 3) must be submitted;

H) Completion of all pages of the City’s Civil Rights Enforcement Agency (CREA) forms (Attachment 5) is required. All pages must be completed by the Proposer and included with the Proposal.

I) Certificate(s) of Insurance or statement from insurance company. **See Section 21.0, “Proof of Insurance”**;

J) Authorization from Surety firm of intent to provide a Performance Bond and Payment Bond in the amount of $225,000.00 each (See Section 22.0, “Performance Bond & Payment Bond” and Attachment 6, entitled “Proposal To Bond Form”). A completed Proposal to Bond Form or a Proposal to Bond on Surety Company stationery must be provided with the Proposer’s Proposal;

K) Missouri Unauthorized Aliens Law Acknowledgement and Acceptance Declaration and Affidavit. **See Section 24.0, “Missouri Unauthorized Aliens Law” & Exhibit A & Exhibit B**;

L) Cost Proposal Summary. See Section 7.F;

M) License(s) and Certificate of Good Standing. See Section 7.A;

N) List of subcontractors to be included as part of the Statement of Qualifications and summarized in Attachment 8. See Sections 7.G & 23.0 and Attachment 8;

O) List of owners, directors, and officers. See Section 7.H;

P) Notice of Intent to Perform as a Subcontractor/Material Supplier (See Section 17.0, Minority and Women Business Enterprise (MBE/WBE) and Attachment 4);

Q) Location of principal office. See Section 7.D;
R) Living Wage Acknowledgement & Acceptance Declaration. See Section 27.0 & Attachment 7;

S) Synopsis of Terminations and Disbarments. See Section 7.J.

Please note that all Proposers MUST submit all of the above mentioned items with their Proposal.

20.0 MINIMUM PREVAILING WAGE & FRINGE BENEFITS

The Consultant shall pay to employees and sub-consultant’s employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his/her authorized representative, in accordance with prevailing rates in the locality of the Metropolitan St. Louis area pursuant to 41 U.S.C. 351 et seq., as amended except for any person engaged in an executive, administrative or professional capacity. This section is subject to and in accordance with City Ordinance No 62124.

21.0 PROOF OF INSURANCE

A. Proof of adequate insurance or the ability to obtain said insurance to protect and insure St. Louis County, the City and its Board of Aldermen, the Airport Commission, and their respective officers, agents, and employees and the Proposer, on an occurrence basis, against all claims and demands by third persons for bodily injury (including wrongful death) and property damages arising or alleged to arise out of the activities of the Proposer, its officers, agents, employees, subcontractors and independent contractors pursuant to the proposed contact under the following types of coverage:

1. Comprehensive General Liability; and

2. Comprehensive Automobile Liability (all vehicles, including owned, hired, and non-owned).

B. The Consultant will maintain Workers’ Compensation and Employer’s Liability Insurance at least at the statutory requirement and in accordance with Missouri laws and regulations. Consultant will require that all of its subcontractor’s licensees similarly provide such coverage. The City, its officers, employees, or agents will not be liable or responsible for any claims or actions occasioned by Consultant’s failure to comply with the provisions of this subsection. The indemnification provisions of the Agreement apply to this subsection. It is expressly agreed that the employees of the Consultant are not employees of the City for any purpose, and that employees of the City are not employees of the Consultant.
C. The minimum limit of coverage for the Comprehensive Liability Insurance and
Comprehensive Automobile Insurance coverage must equal a single limit of Five
Million Dollars ($5,000,000.00). A current Certificate(s) of said insurance,
proposal to insure, or statement from Proposer’s insurance company
acknowledging that this requirement can be met must be submitted with the
Proposal. Proposer shall also submit a current Certificate of Insurance or proposal
to insure from the Proposer’s insurance company for Worker’s Compensation
and Employer’s Liability. The Proposer acknowledges and agrees that the
Agreement will require the Consultant to name St. Louis County, the City, and its
Board of Alderman, the Airport Commission, and their respective officers,
employees, and agents (the “CITY”, as used in this Section) as an "Additional
Insured" under the Proposer’s Comprehensive General Liability and
Comprehensive Automobile Insurance and to indemnify said City. The City’s
standard indemnification clause is set out below:

“The Consultant shall protect, defend, and hold St. Louis County, City, its Board
of Aldermen, the Airport Commission, and their respective officers, agents and
employees completely harmless from and against all liabilities, losses, suits,
claims, judgments, and fines or demands arising by reason of injury or death of
any person or damage to any property, including all reasonable costs for
investigation and defense thereof (including but not limited to attorneys’ fees,
court costs, and expert fees), of any nature whatsoever arising out of or incident to
the Agreement and/or the use or occupancy of the City’s premises and/or the acts
or omissions of Consultant’s officers, agents, employees, representatives,
consultants, subcontractors, licensees, invitees, or independent contractors
regardless of where the injury, death, or damage may occur, unless and to the
extent such injury, death or damage is caused by the negligence of the City. The
Director or his/her designee shall give to Consultant reasonable notice of any such
claims or actions. The Consultant shall also use counsel reasonably acceptable to
the City Counselor of the City or her/his designee, after consultation with the
Director or his/her designee, in carrying out its obligations hereunder. The
provisions of this section survive the expiration or early termination of the
Agreement.”

22.0 PERFORMANCE BOND & PAYMENT BOND

A. At or prior to the execution of the Agreement, the Consultant shall execute a
Performance Bond and a Payment Bond each in the amount of Two Hundred and
Twenty Five Thousand Dollars ($225,000.00) with surety satisfactory to the City
conditioned on the full and faithful performance of all terms, covenants, and
conditions of the Agreement. Affirmation by the Surety Company to execute said
bonds must be executed by an Attorney-in-Fact for the surety company before a
Notary Public licensed by the State of Missouri. The Payment and Performance
Bonds must comply with the coverage requirements and conditions of Section
107.170 RSMo. The City will allow submittal of a one year renewable bond to
meet the requirements of this Section. The Consultant shall notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bond or Payment Bond and if the Consultant's Performance Bond or Payment Bond is terminated, cancelled, not renewed or extended, the Consultant shall promptly provide the City with a replacement bond(s) in full compliance with this Section. Any sum or sums derived from said Performance and Payment Bonds will be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.

B. A copy of the bonds, in a form acceptable to the City, must be given to the Airport Representative for review and approval before the Consultant performs any work under the Agreement.

C. Proposer shall submit with its Proposal a completed “Proposal to Bond Form” executed by the Proposer’s Surety Company or a Proposal to Bond on the Surety Company’s stationary (See Attachment 6, entitled, “Proposal to Bond Form”).

23.0 ASSIGNMENT & SUBCONTRACTING

A. Consultant will not assign or transfer the Agreement without the prior written approval of the City, as provided for in Ordinance 63687 approved in 1996. At least ninety (90) days prior to any contemplated assignment of the Agreement, Consultant shall submit a written request to the City. This request must include a copy of the proposed assignment agreement. The City reserves the right to refuse such request without cause or justification. No assignment will be made or will be effective unless Consultant is not in default on any of the terms, covenants, and conditions of the Agreement. The parties to the Agreement understand and agree that the Consultant is and will remain responsible for the performance of its assigns under the Agreement. No assignment will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.

B. Consultant will not subcontract or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director of Airports and such approval may be withheld by the City without cause or justification. At least sixty (60) days prior to any contemplated subcontracting of service or work, or the transfer of any part of the services or work to be performed hereunder, Consultant shall submit a written request to the Director of Airports. This request must include a copy of the proposed subcontract or agreement. At a minimum, any sub contract or other agreement must require strict compliance with the terms, covenants, and conditions of the Agreement. The parties understand and agree that the Consultant is responsible for the performance of its subconsultants or agents under the Agreement. No subcontract or any other agreement will be effective as it pertains to the City until such time as the City
receives a fully executed copy of the approved subcontract or agreement as provided for above.

C. Any such assignment or transfer or subcontracting of services without the consent of the City, as provided for above, will constitute default on the part of the Consultant under the Agreement. No action or failure to act on the part of any officer, agent, or employee of the City will constitute a waiver by the City of this provision.

D. Consultant will submit along with the Consultant’s Proposal, a completed “Subcontractor/Supplier List” (see Attachment 8).

E. Notwithstanding any other term or provision in the Agreement, the City may assign the Agreement at its sole discretion by providing Notice to Contractor as described above.

24.0 MISSOURI UNAUTHORIZED ALIENS LAW

A. Requirements: Proposers are hereby advised that the Agreement that will be executed with the successful Proposer pursuant to this RFP is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the “Missouri Unauthorized Aliens Law”). As a condition for the award of the Agreement, the successful Proposer, shall, pursuant to the applicable provisions of the Missouri Unauthorized Aliens Law, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the agreement. The successful Proposer shall also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement pursuant to the Missouri Unauthorized Aliens Law. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as Exhibit B entitled “Affidavit”. Each Proposer must submit the attached “Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration” with its Proposal (see attached Exhibit A, incorporated herein). Failure to submit this declaration with your Proposal will result in rejection of the Proposal. A successful Proposer’s failure to comply with the provisions of the Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of the Agreement by the City and other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties for violation of the Missouri Unauthorized Aliens Law as set forth therein. The successful Proposer shall promptly and timely deliver a fully executed original of the Affidavit (see Exhibit B) including required documentation in accordance with the Missouri Unauthorized Aliens Law, within twenty (20) days after notice to the successful Proposer of the award and prior to performing any work under the Agreement.

25.0 MEDIA INQUIRIES / ADVERTISING

A. If contacted by any media entity or other third party ("Media Entity") about the Agreement or the services or work performed by the Consultant under the Agreement ("Airport Project"), the Consultant will refer the Media Entity to the Airport’s Public Relations Manager. This includes, without limitation, trade publications.

B. Consultant acknowledges and agrees that any printed articles, press releases, web articles, social media communications or case studies about an Airport Project must be approved in writing by the Airport’s Public Relations Manager prior to being made public by the Consultant. Consultant will have no right to use the trademarks, symbols, logos, trade names or the name of the City or the Airport, either directly or indirectly, in connection with any production, promotional service, publication or advertising without the prior written consent of the Airport’s Public Relations Manager.

C. Consultant will treat all knowledge of the City’s intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Director, unless otherwise required by a court order or subpoena. Consultant will timely inform the City of any such order or subpoena prior to releasing said confidential information.

D. Advertisements discussing an Airport Project must be approved by the Airport’s Public Relations Manager in writing prior to publication or must include a prominent disclaimer that neither the City nor the Airport necessarily endorses the Consultant’s work.

E. Any quotes or testimonials from City or Airport staff may not be used unless pre-approved in writing by the Airport’s Public Relations Manager.

F. Photos taken by Consultant of Airport Projects must be pre-approved in writing by the Airport’s Public Relations Manager. Consultant acknowledges and understands that some photos may contain security-sensitive information and publication may violate federal laws or regulations or Airport security rules or procedures.

G. The Airport’s Public Relations office must be given at least three (3) business days’ notice to review request and materials. The Airport’s Public Relations office coordinates media, web, postings, printed materials, advertisements and other
26.0 CUSTOMER SERVICE

Consultant, on behalf of itself and all subcontractors, acknowledges that customer service to the traveling public is a primary concern for the City and that customer service is the shared responsibility of all employees at the Airport, no matter their role or function. Consultant agrees that all employees performing service pursuant to the Agreement shall:

A. Demonstrate excellent customer service for Airport passengers, Airport employees, and the public in a friendly and professional manner.

B. Effectively communicate with people of all ages, races, colors, genders, cultures as well as those who are distressed from various states of travel.

C. Behave in a businesslike and professional manner while on Airport property.

D. Refrain from using foul or inappropriate language in public areas; smile and use a pleasant tone of voice when conversing with travelers and all other Airport users; be actively working while on duty.

E. Provide accurate Airport information concerning all amenities, services, airline activities, restaurants, retail shops, ground transportation or other public questions.

27.0 LIVING WAGE

A. Living Wage Requirements: Proposers are hereby advised that the City’s Living Wage Ordinance 65597 ("Ordinance") and associated "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 Exhibit C, 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 (see Attachment 7). (See Proposer’s Checklist.) 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.flystl.com/business/business-diversity-development-1/living-wage. A copy of the Living Wage Bulletin now in effect is attached.

B. Living Wage Compliance Provisions: The Agreement to be awarded under the RFP may be subject to the St. Louis Living Wage Ordinance Number 65597 ("Ordinance") and the "Regulations" associated therewith as amended, which are incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Consultant hereby agrees to comply with these measures:

1. Minimum Compensation: Consultant 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 Exhibit C, attached and incorporated herein). The initial rate will be adjusted each year no later than April 1, and Consultant 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: Consultant 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: Consultant 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 Consultant’s employees, in a prominent place in a communal area of each worksite covered by the Agreement.

4. Subcontractors: Consultant 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. Consultant shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.

5. Term of Compliance: Consultant 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 Consultant’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: Consultant shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. Penalties: Consultant 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, repayment of City funds, disbarment, or the payment of liquidated damages, as provided in the Ordinance and Regulations.

28.0. CIVIL RIGHTS GENERAL PROVISIONS

A. The Consultant agrees that it will comply with pertinent statuses, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. The provisions bind the Consultant and sub-tier contractors from the proposal solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

29.0. CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS

A. During the performance of the Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations**: The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as amended, which are herein incorporated by reference and made a part of the Agreement.

2. **Non-discrimination**: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive proposals, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the
Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with this Section, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the Consultant under the Agreement until the Consultant complies; and

   b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

B. During the performance of the Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (also see, 49 CFR part 27 and 28 CFR part 35 and 36);

9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-
discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); or

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

30.0. FEDERAL FAIR LABOR STANDARDS ACT PROVISION

A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Sect. 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

B. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

31.0. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All Contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Section 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

32.0. SEISMIC SAFETY

When applicable, the Consultant agrees to ensure that all work performed under the Agreement, including work performed by its subcontractor(s), conforms to a building
code standard that provides a level of seismic safety and substantially equivalent to
standards established by the National Earthquake Hazards Reduction Program
("NEHRP"). Local building codes that model their code after the current version of the
International Building Code meet the NEHRP equivalency level for seismic safety.

33.0  **DISTRACTED DRIVING**

The City encourages the Contactor to promote policies and initiatives for its employees
and other work personnel that decreases accidents caused by distracted drivers, including
policies that ban text messaging while driving. The Consultant must include the
substance of this section in all subcontracts that involve driving a motor vehicle in
performance of the work associated with the Agreement.

34.0.  **CLEAN AIR AND WATER POLLUTION CONTROL**

Consultant agrees to comply with all applicable standards, Executive Orders, and
regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec. 740-7671q) and the
Federal Water Pollution Act as amended (33 U.S.C. Sec. 1251-1387). The Consultant
agrees to report any violation to the City immediately upon discovery. The City assumes
responsibility for notifying the Environmental Protection Agency and the Federal
Aviation Administration.

35.0  **FACILITIES PROVIDED BY THE AIRPORT**

A. City, subject to and in accordance with the Provisions of the Agreement, shall
provide the right of ingress and egress to all areas herein specified in order for the
Consultant to perform the work and services contemplated herein.

B. City shall provide adequate parking for the Consultant’s employees.

C. City shall provide a minimum of one (1) desktop computer and internet access per
information booth. Any other administrative equipment, software, or tools is the
responsibility of the Consultant.

36.0  **FAA NON-DISCRIMINATION**

The Consultant for itself, personal representatives, successor in interest and assigns, as
part of the consideration hereof, does hereby covenant and agree as a covenant running
with the land that:

A. If facilities, structures or improvements are constructed, maintained, or
otherwise operated on the Premises for a purpose for which a FAA activity,
facility or program is extended or for another purpose involving the provision of similar services or benefits, the Consultant will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations such that no person on the grounds of race, color, or national origin, will be excluded from participating in, denied the benefits of, or otherwise subjected to discrimination in the use of the Premises;

B. No person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises or the facilities, structures or improvements within the Premises;

C. In the construction of any improvements on, over, or under the Premises, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation, denied the benefits of, or otherwise be subject to discrimination,

D. The Consultant will use the Premises or facilities, structures, or improvements within the Premises in compliance with the Acts and Regulations; and

E. For purposes of Section 1502, references to “Acts or Regulations” will mean or include the following statutory and regulatory cites, as may be amended:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


4. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

5. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

6. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the
Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not;

7. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (also see 49 CFR Part 27 and 28 CFR Parts 35 and 36);

8. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

9. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

10. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

11. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

37.0 **PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held on **April 7, 2020 at 10:00 A.M.** in the Airport Properties Division Conference Room, Main Terminal, Room MTN 2450. At the conclusion of the Pre-Proposal Meeting, attendees are encouraged to attend a presentation on the M/WBE Program requirements, with special emphasis on the Good Faith Efforts area. **Pre-Proposal Meeting attendance is voluntary, but highly recommended.** If you have questions regarding the meeting or wish to attend, please contact the Airport Properties Division at 314-890-1812.
Proposer’s Checklist

Please review the enclosed Proposer’s checklist VERY carefully. ALL Proposers MUST SUBMIT EACH AND EVERY DOCUMENT LISTED ON THE CHECKLIST.

Note to certified M/WBEs: If M/WBE participation is included, you MUST complete, sign and submit the Utilization Plan and Good Faith Effort Forms. Please include your company as one of the participants on the M/WBE Utilization Plan along with your chosen M/WBE subcontractors, if any. (See Section 17 of this RFP.)

ONLY certified M/WBEs (as noted in the document!!) may be counted towards participation goals! Read the related solicitation specification carefully! (See Section 17 of this RFP.)

Any and all questions about the M/WBE Program and which companies are and are not certified may be answered by the Airport Business Diversity Development at (314) 426-8111. Additional information and fillable PDF versions of Attachments 2, 3, 4, and 8 are available at http://www.flystl.com/hdd.

1. **Statement of Qualifications**
   See Sections 7.A through 7.L & 19.A

2. **Resumes of Key Managers**

3. **List of References**
   See Sections 7 & 19.C

4. **Financial Statements**

5. **Certificate of Insurance**
   See Sections 19.1 & 21

6. **Cost Proposal Summary**
   See Sections 6, 7.F, & 19.L

7. **Completed Authorized Submission Form**
   See Section 19.E & Attachment 1

8. **Completed M/WBE Utilization Plan**
   See Section 19.F & Attachment 2

9. **Completed Good Faith Efforts Documentation Forms**
   See Section 19.G & Attachment 3
10. **Completed CREA Forms**  
    See Section 19.H & Attachment 5

11. **Proposal To Bond Form/Proposal To Bond on Surety Company Letterhead**  
    See Sections 19.J, 22, & Attachment 6

12. **Living Wage Acknowledgement and Acceptance Declaration**  
    See Section 27 & Attachment 7 & 19.R

13. **Notice of Intent To Perform As A Subcontractor/Material Supplier**  
    See Sections 17, 19.P, & Attachment 4

14. **Missouri Unauthorized Aliens Law Acknowledgement & Acceptance Declaration**  
    See Sections 19.K & 24; Exhibit A

15. **Missouri Unauthorized Aliens Law Affidavit**  
    See Sections 19.K & 24; Exhibit B

16. **Licenses & State of Missouri Certificate of Good Standing**  

17. **List of Subcontractors**  

18. **List of Owners, Directors, and Officers**  

19. **Location of Principle Office**  
    See Sections 7.D & 19.Q

20. **Synopsis of Terminations & Disbarments**  
Attachment 1

Authorized Submission Form
AUTHORIZED SUBMISSION FORM

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, or has failed to perform faithfully any previous contract within the last three years with the City.

Submitted by:

________________________________________________________________________
(Firm Name)

By:

________________________________________________________________________
(Signature)

________________________________________________________________________
(Typed or Printed Name)

________________________________________________________________________
(Title) (Date)

Address:_________________________________________________________________

________________________________________________________________________

Telephone: ( ) ________________________________

Federal ID Number_________________________________________________________________

Email Address__________________________________________________________________
Attachment 2

M/WBE Utilization Plan
ST. LOUIS AIRPORT AUTHORITY
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE UTILIZATION PLAN

CONTRACT NAME: ____________________________________________

NAME OF CONTRACTOR: _______________________________________

The Contractor shall utilize and require all subcontractors to utilize the maximum number of *certified* minority and women owned business enterprises (MBE/WBEs) possible and will purchase materials and supplies from minority and women owned business enterprises to the maximum extent feasible, and to this end, the Contractor will inform each subcontractor of this requirement.

The Contractor shall utilize the services and/or supplies to be provided by the following *certified* minority and women owned business enterprises in the execution of this contract.

NOTE: Firms must be certified prior to bid opening, in order to count towards the City’s MBE/WBE goals. The directory of currently certified firms is available at [http://www.flystl.com/bld](http://www.flystl.com/bld)

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>CERT. CATEGORY (MBE or WBE)</th>
<th>BID ITEM(S) OF WORK TO BE PERFORMED/ MATERIALS SUPPLIED</th>
<th>BID AMOUNT</th>
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*Suppliers:* for subcontractors who will supplying materials for this project or contract, the listed “Bid Amount” should be calculated at 20% of the total projected expenditure. (For example, if a prime plans to purchase $1,000 in supplies from an MBE, the Bid Amount should be listed as $200.00).

*Insurance:* for MBE and/or WBE subcontractors who will be providing insurance and/or surety services, the amount presented as the “Bid Amount” column should represent the estimated fees or commissions that the firm will charge. This amount should not include the cost of the bond or the insurance premiums.

**TOTAL DOLLAR AMOUNT OF CONTRACT**: $__________________________

**TOTAL DOLLAR AMOUNT OF MBE SUBCONTRACTS**: $_________ PERCENT MBE: _____

**TOTAL DOLLAR AMOUNT OF WBE SUBCONTRACTS**: $_________ PERCENT WBE: _____

CONTRACTOR AUTHORIZED SIGNATURE ___________________________ DATE _______________
Attachment 3

M/WBE Good Faith Efforts Forms
ST. LOUIS AIRPORT AUTHORITY
CONTRACTOR'S GOOD FAITH EFFORTS REPORT (PART I)

CONTRACT NAME: ________________________________

NAME OF CONTRACTOR: ________________________________

In addition to the minority and women owned business enterprises (MBE/WBEs) that are listed and proposed for utilization on this contract, the following MBE/WBEs were also contacted regarding this contract.

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>SUPPLIES, SERVICES, OR MATERIALS FOR WHICH A BID WAS REQUESTED</th>
<th>BID or ESTIMATE AMOUNTS</th>
<th>DATE(S) &amp; METHOD(S) OF SOLICITATION</th>
<th>COMMENTS</th>
<th>REASON REJECTED</th>
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CONTRACTOR AUTHORIZED SIGNATURE __________________________ DATE ____________
Please indicate those efforts you made to maximize the participation of minority and women business enterprises (MBE/WBEs) on this contract.

<table>
<thead>
<tr>
<th>Good Faith Efforts Activities</th>
<th>Description</th>
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<tbody>
<tr>
<td>Attend the pre-proposal conference held on this contract.</td>
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<tr>
<td>Selected portions of work proposed to be performed by MBE/WBEs in order to increase the likelihood of meeting the stated goals.</td>
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<tr>
<td>Solicited individual MBE/WBEs by written notification at least (14) calendar days prior to proposal opening to participate in the contract as a subcontractor, supplier, manufacturer, consultant, or service agency for specific items or types of work.</td>
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<tr>
<td>Notified, in writing, organizations which provide assistance in recruitment and placement of MBE/WBEs of the type of work, supplies, or services being considered on this contract.</td>
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<tr>
<td>Made efforts to negotiate with MBE/WBEs for specific items of work.</td>
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<tr>
<td>Made efforts to assist MBE/WBEs that requested assistance in obtaining bonding, insurance, or line of credit required to participate in the contract.</td>
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</tr>
<tr>
<td>Advertised in general circulation media, trade association publications, and MBE/WBE focused media for MBE/WBEs to participate on this contract. Publication: ____________________________ Date: ________________</td>
<td></td>
</tr>
<tr>
<td>List the minority and women community organizations; contractor’s groups; local, state, and federal minority and women business assistance offices; and other organizations that provide assistance in recruitment of MBE/WBEs you contacted related to achieving maximum participation of MBE/WBEs on this contract.</td>
<td></td>
</tr>
<tr>
<td>Please note the name of the person contacted and the date of contact.</td>
<td></td>
</tr>
<tr>
<td>Organization: ____________________________ Contact Person: ____________________________ Date: ________________</td>
<td></td>
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<tr>
<td>Organization: ____________________________ Contact Person: ____________________________ Date: ________________</td>
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GOOD FAITH EFFORTS DOCUMENTATION

A. Pre-Award Good Faith Efforts

A determination of “good faith efforts” by the City is necessary before the award of the contract.

Good faith efforts should be aggressive and sincere for the specific project and go far beyond the pro forma or simple paperwork exercises. Efforts should include written communication, personal contact, follow-up and earnest negotiations with M/WBEs. Good faith efforts must occur prior to proposal opening. Documentation of a Proposer’s good faith efforts should minimally consist of the following:

1. A reasonable number of relevant M/WBEs were contacted.

   In order to satisfy the requirement for a “reasonable” number of firms to contact, it is required that the prime contractor contact M/WBE firms listed in the Directory as having an interest in performing the types of work for which proposals are being sought. The necessity of contacting firms located considerable distances from the work site will depend on such factors as the size of the contract, number of work items, the nature of the work and whether results of previous contacts were satisfactory. Additionally, the contact should be made to allow sufficient time for the M/WBEs to respond in writing if they so desire.

2. The work selected by the Consultant for allocation to M/WBEs was chosen in order to increase the likelihood of achieving the City’s M/WBE goals.

   Prime contractors must attempt to match the work to be subcontracted to the types of work M/WBE firms are capable of performing. Prime contractors must utilize the Directory for assistance in identifying categories of work for which M/WBE firms are readily available.

3. The Consultant negotiated in good faith with the potential M/WBEs by not imposing any conditions which are not imposed on all other subcontractors or by denying benefits ordinarily conferred on subcontractors for the type of work in which proposals are solicited.

   A prime contractor must not require M/WBE subcontractors to submit bids in a more restricted time frame than is afforded non-M/WBE subcontractors. Additionally, there must be no other
“special” requirements or demands placed on an M/WBE firm that are not required of non-M/WBE firms.

B. Reasons Often Cited For Failing To Meet The City’s M/WBE Goals

1. Lack of response to solicitation—When M/WBE firms do not respond to solicitation, it is necessary to provide the City with appropriate documentation such as the names of firms contacted and whether or not follow-up contact was made.

2. Bid price too high—The City does not require a prime contractor to accept an unreasonable bid. A prime contractor may reject an M/WBE bid when it can be clearly demonstrated that no reasonable price can be obtained from an M/WBE firm. A determination of reasonable price is based on such factors as the City’s estimate for the specific subcontract item(s), the prime contractor’s proposal and the bids received from potential subcontractors. An M/WBE bid for a subcontract will be considered reasonable if their bid does not exceed by more than 10%, the average of the City’s estimate, the prime contractor’s proposal and other bids received. For the SLAA to be able to make this analysis, a tabulation or spread sheet of all bids received must be submitted. The SLAA may modify this process in certain situations.

3. The prime contractor is not satisfied with the quality of work or the competency of an M/WBE firm—If a prime contractor feels that a particular firm is unable to perform certain categories of work at an acceptable level, documentation must be supplied. Such documentation will be thoroughly reviewed before any consideration will be given to waive the goal.

4. The project contains too few items to subcontract—It is possible that a project has changed substantially since the time the goal was established by the City. If the prime contractor feels that the project contains too few items which can be subcontracted, the prime contractor must provide a rationale to support this position.

C. Evidence of M/WBEs contacted

The following information must be submitted in order to document initial and follow-up contact:

1. An Initial Bid Solicitation List indicating the names of the firms contacted, date of contact, type of work for which bids were solicited, method of contact, e.g., letter (specify if regular, express or registered mail), telephone or face-to-face contact, whether or not a response was received and summary of the response. The solicitations must contain at least the
project identification, project location, types of work for which quotations are sought, the date, time and place for which quotations are due, location of plans and specifications, name and telephone number for a contact person with the bidder, etc.

2. Copies of all Contact Letters If the prime contractor contacts M/WBE firms by letter, the letter must clearly encourage participation and specifically define the types of work for which bids are being sought.

3. A Follow-Up Telephone Log Follow-up telephone contact must accompany all types of initial contact. A telephone log must be submitted indicating the individual contacted, date of contact and response.

4. In addition to the required elements which must be shown by the Proposer to demonstrate good faith efforts, the Proposer may submit any other relevant information which supports the waiver request, including but not limited to the following:

   a. The Proposer attended the City’s Pre-Proposal Conference scheduled to inform M/WBEs of contracting and subcontracting opportunities.

      i. If a prime contractor is experiencing difficulty in attaining the contract goal, the SLAA and the City’s supportive services contractor must be contacted. They are familiar with certified firms in their area and are aware of what types of work they usually perform. Prime contractors must provide documentation of the fact that the SLAA and the City’s supportive services contractor were contacted. The documentation must include the name of the person(s) contacted, the date of contact and the response.

   b. Notice of pre-proposal meetings are published in general circulation media. These meetings can be very beneficial to the prime contractor in meeting and finding firms to contact.

   c. That the historical track record of the Proposer discloses a meaningful effort on the part of the Proposer to achieve the goal of the program on City contracts.

      i. If a prime contractor has a history of consistently meeting the goals and seldom requesting waivers, this type of background may reflect favorably as to the prime contractor’s level of efforts to secure participation. However, efforts on the current contract must meet good faith requirements.

D. Post Award Good Faith Efforts
1. Post award “Good Faith” efforts can be defined as efforts taken by the prime contractor to meet the M/WBE goal after the contract has been awarded. Once the Utilization Plan is approved by the SLAA, M/WBE firms cannot be changed or replaced by other M/WBE firms without:

   a. Good cause (such as M/WBE firm being unable or unwilling to perform), and;

   b. Prior approval by the SLAA and the Contracting Agency.

2. Even if quantities for pay items which are subcontracted to M/WBE firms are decreased or completely deleted by the City, it is still the prime contractor’s responsibility to meet the M/WBE goal. The prime contractor should try to subcontract other work to M/WBE firms to meet the M/WBE goal. All efforts to secure additional M/WBE participation should be documented. On the date the contractor becomes aware that the M/WBE goal may not be met, the amount of contract work left at that point must be carefully reviewed to determine available work which may be subcontracted to M/WBE firms.

3. Efforts to secure additional M/WBE participation must include the following:

   a. Contact the SLAA for assistance.

   b. Contact the City’s supportive services contractor for assistance.

   c. Keep a list of firms contacted, date of contact, type of work for which bids were solicited, method of contact (letter, telephone, face-to-face) and responses. If M/WBE firms were not utilized, an explanation and suitable documentation must be provided.

   d. A follow-up telephone log which indicates the firms, date contacted and response received.

   e. Submit additional M/WBE participation or documented efforts or both to the Contracting Agency, Managing Department and the SLAA for approval to proceed.

   f. Please refer to the Pre-Award section on the good faith efforts for more details and explanation regarding good faith efforts.

   g. Since every situation is considered unique, depending on the pertinent facts, each request is evaluated on its own merits.

   h. Simply submitting the documentation in the format specified and following the necessary steps for demonstrating Good Faith Efforts does not guarantee that a waiver will be approved. The SLAA must
be convinced that the contractor exercised diligence in seeking firms for subcontracting in order to meet the contract goal.

i. No changes to a contractor's approved M/WBE Utilization Plan may be made without prior approval from the SLAA, the Managing Department and the Contracting Agency.
Attachment 4

Notice of Intent to Perform as a Subcontractor and/or Material Supplier
CITY OF ST. LOUS
NOTICE OF INTENT TO PERFORM AS A SUBCONTRACTOR
AND/OR MATERIAL SUPPLIER

NAME OF PROJECT: Emergency Medical & Ambulance Services

Pursuant to the City’s policies firms participating in the M/WBE Program must have “current” certification status with the City. If a firm listed by a general/prime contractor has not been certified as MBE or WBE by the city the amount of participation it represents will be deducted from the total MBE or WBE participation proposed to determine the actual level of MBE and WBE participation. The M/WBE certification of a firm is effective for five (5) years from the date of written notification of certification.

(Name of Prime Contractor)

1. The undersigned intends to perform work in connection with the above project as (check one):
   □ an individual / sole proprietorship    □ a partnership
   □ a corporation                        □ a joint venture

2. The undersigned has been certified by the St. Louis Airport Authority (SLAA) as:
   □ MBE     □ WBE

3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify “supply” or “install” or both)

and at the dollar value $__________.
4. List the information below for all non M/WBE subcontractors who have proposed subcontracts, sublet or have been awarded contracts on this project.

<table>
<thead>
<tr>
<th>Name of Firm Receiving Subcontract</th>
<th>Work to be Performed</th>
<th>Amount of Subcontract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Total Amount **subcontracted** out by M/WBE:

_________________________ (Name of General/Prime Contractor)

_________________________ (Print Name)

_________________________ (Signature)

PHONE: ___________ DATE: __/__/__

_________________________ (Name of M/WBE Firm)

_________________________ (Print Name)

_________________________ (Signature)

PHONE: ___________ DATE: __/__/__
Attachment 5

CREA Forms
CITY OF ST. LOUIS
CIVIL RIGHTS ENFORCEMENT AGENCY
906 OLIVE, SUITE 1100 * THE FRISCO BUILDING * ST. LOUIS, MISSOURI 63101 * (314) 622-3301

CONSULTANT’S COMPLIANCE REPORT

I. FIRM DESCRIPTION

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>And</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Phone No.</td>
<td></td>
</tr>
<tr>
<td>Chief Executive Officer</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Letting No. FOR</td>
<td></td>
</tr>
</tbody>
</table>

Evaluation (Leave Blank)

[ ] Compliance

[ ] Non-Compliance

[ ] Suggested Follow Up:

[ ] Referral:

II. POLICIES AND PRACTICES

A. Is it this company's policy to recruit, hire, train, upgrade, promote, and discipline persons without regard to race, sex, color, age, religion, or national origin?

B. To whom has responsibility been assigned to develop procedures which will assure that this policy is understood and carried out by managerial, administrative, and supervisory personnel?

Name __________________________ Position __________________________

C. Has this company notified all recruitment sources that all qualified applicants will be considered for employment without regard to race, sex, color, age, religion, or national origin?

D. When advertising is used does it specify that all qualified applicants will be considered for employment without regard to race, sex, color, age, religion, or national origin?

E. Does this company have bargaining agreements with employee organizations?

F. If yes, have such organizations been notified of the company's responsibility to comply with the non-discrimination clause as it applies to apprentices and all other employees?

G. Has the company notified all of its subconsultants of their obligation to comply with the non-discrimination clauses?

H. Identity of Employee Organizations

<table>
<thead>
<tr>
<th>International Union</th>
<th>Local Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, sex, color, age, religion, or national origin?
CITY OF ST. LOUIS
CIVIL RIGHTS ENFORCEMENT AGENCY
906 OLIVE, SUITE 1100 * THE FRISCO BUILDING * ST. LOUIS, MISSOURI 63101 * (314) 622-3301

COMPLIANCE EVALUATION FORM
FOR
GENERAL AND SUB-CONSULTANTS

Firm Name ________________________________________________________________

Address ____________________________________ Zip Code ______________ Phone ________

Name and Title of Person completing this form:
________________________________________________________________________

Contract No: ____________________________ For: _____________________________

1. Identify employee organizations which will be utilized in performance of captioned contract. If labor organization, give name of International Union and Local Number:

<table>
<thead>
<tr>
<th>INTERNATIONAL UNION</th>
<th>LOCAL NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

2. Estimated number of persons to be used in performing this contract. Breakdown by labor of craft category (refer to Question #1 above) and minority group designation:

<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>TOTAL</th>
<th>MINORITY (Black, Asian, Native, Hispanic)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

2
3. Indicate date work will commence on contract, anticipated duration of project, and estimated completion date.

4. Person a representative should contact when conducting a job site survey:

5. List total number of employees hired in the last six (6) months by job category and minority group status.

<table>
<thead>
<tr>
<th>JOB CATEGORY</th>
<th>TOTAL</th>
<th>MINORITY (Black, Asian, Native, Hispanic)</th>
<th>NUMBER OF THESE MINORITY HIRES RETAINED</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Date: ________________________________

Company Representative
<table>
<thead>
<tr>
<th>OCCUPATIONS</th>
<th>MALE EMPLOYEES</th>
<th>FEMALE EMPLOYEES</th>
<th>TOTAL EMPLOYEES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MINORITY GROUPS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>BLACK</td>
<td>ASIAN</td>
</tr>
<tr>
<td></td>
<td>MALES</td>
<td>BLACK</td>
<td>ASIAN</td>
</tr>
<tr>
<td>Officials &amp; Managers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office &amp; Clerical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craftsmen</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skilled)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Operatives</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(semi-skilled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>(unskilled)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>TOTAL</td>
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<td></td>
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<tr>
<td>Total Employment</td>
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<tr>
<td>from previous report</td>
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</tbody>
</table>

Figures for the following classification shall be included in appropriate category above and shall also be included in appropriate category above:

APPRENTICES
- Registered
- Unregistered

TRAINEEs
- ON THE JOB
  - White Collar
  - Production
- TRAINEEs
  - White Collar
  - Production

2) Employment Figures were obtained from: [ ] Available Records
   [ ] Visual Check [ ] Other (specify)

3) Name and title of person completing this form: ____________________________________________

4) Date: ____________________________________________
Attachment 6

Proposal to Bond Form
PROPOSAL TO BOND FORM

The authorized representative of [Surety Company Name & Address]:

________________________________________

________________________________________

________________________________________

________________________________________

licensed in Missouri, as Surety, does hereby state that he/she understands the obligation of the Proposer under the proposal presented above and further understands and agrees to perform as surety for the Proposer as required by Section 22.0, PERFORMANCE AND PAYMENT BOND, in the event that the proposal of ____________________________, the Proposer, is accepted by the City of St. Louis, Missouri.

Signature____________________________________

Title________________________________________

Date________________________________________

PLEASE NOTE: The Proposal to Bond Form must be completed and Executed by the Proposer’s Surety Company and submitted with the Proposer’s proposal package, unless a Proposal To Bond on the Proposer’s Surety Company letterhead as provided instead.
Attachment 7

Living Wage Acknowledgement & Acceptance Declaration
ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ACKNOWLEDGEMENT & ACCEPTANCE DECLARATION

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Proposer’s Name: ________________________________

Date Prepared: ________________________________

Prepared By: ________________________________

Preparer’s Phone No.: ________________________________

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 (Printed): ________________________________

Title: ________________________________

Date: ________________________________
Attachment 8

Subcontractor/Supplier List
Pursuant to Appendix B, Section 3, the Contractor agrees that it will not subcontract or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director of Airports. The list below represents all subcontractors and suppliers the Contractor contemplates utilizing in performing the above-referenced service, and if awarded the contract, the Contractor will furnish all authorized subcontractors or agents a copy of the Agreement. No subcontract or any other agreement will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement as provided for above.

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CERT. STATUS</th>
<th>CONTACT NAME PHONE &amp; E-MAIL</th>
<th>SCOPE OF WORK or MATERIALS TO BE SUPPLIED</th>
<th>SUBCONTRACT AMT %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MBE ☐ WBE ☐</td>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MBE ☐ WBE ☐</td>
<td>None</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>MBE ☐ WBE ☐</td>
<td>None</td>
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</tr>
<tr>
<td></td>
<td>MBE ☐ WBE ☐</td>
<td>None</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>MBE ☐ WBE ☐</td>
<td>None</td>
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<td></td>
<td>MBE ☐ WBE ☐</td>
<td>None</td>
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<tr>
<td></td>
<td>MBE ☐ WBE ☐</td>
<td>None</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>MBE ☐ WBE ☐</td>
<td>None</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL DOLLAR AMOUNT OF CONTRACT *: $ 

* TOTAL DOLLAR AMOUNT OF CONTRACT is the sum of values entered for “Total Amounts” in all tables of Appendix C for each of years 1 through 3. This “Total Dollar of Amount of Contract” is being used to determine subcontractor participation and the actual Contract-Not-To-Exceed Amount may be greater or less than this figure.
Exhibit A

Missouri Unauthorized Aliens Law
Acknowledgement & Acceptance Declaration
MISSOURI UNAUTHORIZED ALIENS LAW
ACKNOWLEDGMENT & ACCEPTANCE DECLARATION

Contracting Agency:  St. Louis Airport Authority

Agency Contract No.: ____________

Proposer’s Name: ____________________________________________

Date Prepared: ______________________________________________

Prepared By: ________________________________________________

Preparer’s Phone No.: ________________________________________

Preparer’s Address and Zip Code: _______________________________

As the authorized representative of the above-referenced Proposer, I hereby acknowledge that the Proposer understands that the contract or agreement that will be executed with a successful Proposer pursuant to this solicitation is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the “Missouri Unauthorized Aliens Law”). If awarded a contract pursuant to this solicitation, the Proposer hereby agrees to comply with all applicable sections of the Missouri Unauthorized Aliens Law including, without limitation, Section 285.530(2) & (5) of RSMo. 2000, as amended. I am authorized to make the above representations on behalf of the Proposer.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

__________________________________________________________
Signature

Name (Printed): ________________________________

Title: ________________________________

Date: ________________________________
Exhibit B

Affidavit
(Missouri Unauthorized Aliens Law)
STATE OF __________________ )
COUNTY OF __________________ )

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared __________________________ (Name of Affiant) who, by me being duly sworn, deposed as follows:

My name is __________________________ (Name of Affiant), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the __________________________ (Position/Title) of __________________________ (Consultant).

I have the legal authority to make the following assertions:

1. __________________________ (Consultant) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with __________________________ (the "Agreement"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.

2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, __________________________ (Consultant) does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.

________________________
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ___ day of ____________, 20__.

________________________
Notary Public

My Commission Expires:
ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2020

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 $13.57 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 $18.05 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: $4.48 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, 2020. 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.flystl.com/bdd or obtained from:

City Compliance Official

c/o St. Louis Airport Authority

St. Louis, Missouri

(314) 426-8111
Exhibit D

Automated External Defibrillator Locations and Checklist
Public Automated External Defibrillators (AED) Locations
St. Louis Lambert International Airport
Weekly Public Automated External Defibrillator (AED) Inspection Checklist

DATE: ____________________  INSPECTOR(S): ____________________

<table>
<thead>
<tr>
<th>Green Light:</th>
<th>Red Light:</th>
<th>AED #</th>
<th>TERMINAL / CONCOURSE</th>
<th>AED LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔</td>
<td>❌</td>
<td>1</td>
<td>Terminal 1 - Upper Level</td>
<td>Southeast wall, near Exit 6, across from Food &amp; Beverage Unit.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>2</td>
<td>Terminal 1 - Upper Level</td>
<td>Northwest wall, across from Exit 4, near Ticket Counters.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>3</td>
<td>Terminal 1 - Baggage Claim Level</td>
<td>South wall, going towards the A Concourse Security Checkpoint, across from News &amp; Gift store.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>4</td>
<td>Terminal 1 - Baggage Claim Level</td>
<td>Northwest wall, across from the C Concourse Security Checkpoint.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>5</td>
<td>Terminal 1 - Baggage Claim Level</td>
<td>East wall, across from Baggage Carousel 1.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>6</td>
<td>Terminal 1 - A Concourse</td>
<td>North wall, near Gate A16 and Vending area.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>7</td>
<td>Terminal 1 - A Concourse</td>
<td>North wall, near Gate A2 and Food &amp; Beverage unit.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>9</td>
<td>Terminal 1 - C Concourse</td>
<td>South wall, near Gate C7 and Gift store.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>10</td>
<td>Terminal 1 - C Concourse</td>
<td>South wall, past Gate C23, at the end of the moving sidewalk.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>11</td>
<td>Terminal 1 - D Concourse</td>
<td>South wall, across from Gate D6.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>20</td>
<td>Terminal 1 - Lower Level</td>
<td>Inside Airport Employee Gym. Door Number: D-1036</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>13</td>
<td>Terminal 2 - E Gates</td>
<td>South wall, across from Gate E36.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>14</td>
<td>Terminal 2 - E Gates</td>
<td>South wall, across from Gate E33, near Women's Restroom.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>15</td>
<td>Terminal 2 - Customs</td>
<td>Lower Level, inside Customs area.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>16</td>
<td>Terminal 2 - E Gates</td>
<td>South wall, across from Food &amp; Beverage Unit and Gate E20.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>17</td>
<td>Terminal 2 - Upper Level</td>
<td>Pre-Security, West wall, in Security Exit Lane near Elevators.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>18</td>
<td>Terminal 2 - E Gates</td>
<td>South wall, across from Food &amp; Beverage Unit and Gate E10.</td>
</tr>
<tr>
<td>✔</td>
<td>❌</td>
<td>19</td>
<td>Terminal 2 - Lower Level</td>
<td>Pre-Security, East wall, near Southwest Airlines Baggage Service Office and Exit 12.</td>
</tr>
</tbody>
</table>

Contact the Airport Operations Center (426-8040) if there are any problems with the AED(s) or if the AED or orange supply kit is missing.
In compliance with TSA regulations, the orange supply kits do not contain razors or scissors.
Return form to: Airport Authority Administrative Office, Liz Smart/SMS Coordinator.