



ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
REQUEST FOR PROPOSALS FOR INSURANCE BROKERAGE SERVICES

RFP INFORMATION

Solicitation: Insurance Brokerage Services

The Airport is requesting proposals from qualified proposers to perform the above Insurance Brokerage Services.

Pre Proposal Meeting: **January 16, 2024, 1:30pm (Via Zoom)**

RSVP to Delia Cummings, dfcummings@flystl.com

Questions Due: On or before **January 18, 2024**

Proposal Due Date: **February 5, 2024, 2:00pm**

STL Contact: Delia Cummings
Contract Compliance Officer
Airport Properties Division
(314) 426-8174
dfcummings@flystl.com



December 28, 2023

Prospective Proposers:

Attached is the Request For Proposals with Qualifications (RFP) for **Insurance Brokerage Services** at St. Louis Lambert International Airport.

Your full and complete **proposal must be submitted by 2:00 p.m. local time, February 5, 2024**, at the St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Drive, MTN 2501, St. Louis, Missouri 63145. Proposals, which may be submitted via electronic email or regular mail service, should be submitted in strict accordance with instruction given in Section 13 entitled "Due Date of Proposal" of the RFP. If the proposals are mailed via regular mail, three (3) copies (one original and 2 copies) of each proposal must be submitted in a sealed envelope addressed to Delia Cummings, Airport Properties at the address provided above, with the words "**Insurance Brokerage Services**" clearly written across the left hand face of the envelope.

A Pre-Proposal Meeting will be conducted via Zoom on **January 16, 2024 at 1:30 p.m. local time**. Interested proposers are invited to participate on that day at that time by using the information detailed in Section 38 entitled "Pre-Proposal Meeting" of the RFP.

The City of St. Louis Airport Authority ("**Authority**") reserves the right to take one, all, or any combination of the following actions: reject any and all proposals, advertise for new proposals, cancel this RFP, or proceed to 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 in writing to the undersigned at dfcumings@flystl.com on or before **January 18, 2024**.

In addition to the above, Proposers should note that the MBE/WBE requirements and documents have been revised substantially. A memorandum explaining all of the changes made follows this cover letter. Proposers should pay particular attention to the explanation and all of the new requirements and forms. Any questions by Proposers concerning the MBE/WBE requirements should be addressed to the Airport Business Diversity Development Office at [BDD Compliance Team@flystl.com](mailto:BDD_Compliance_Team@flystl.com) with a copy to the undersigned at dfcumings@flystl.com.

Sincerely,



Delia Cummings
Contract Compliance Officer

Enclosure



MEMORANDUM

To: Prospective Bidders/Proposers

From: Francoise Lyles-Wiggins, Asst. Airport Community Programs/BDD

Date: 10/1/2020

Subject: Ordinance 70767 and the New Certification and Compliance Rules dated August 2020.

Ordinance 70767 replaced Mayor's Executive Order #28, as amended. Ordinance 70767 and the Certification and Compliance Rules dated August 2020 became effective October 1, 2020. A copy of the Ordinance and Rules can be obtained at www.flystl.com.

Ordinance 70767 establishes project goals within five eligible groups: African American, Hispanic American, Asian American, Native American and Women to ensure that M/WBE utilization on City construction, professional services, goods and other services contracts reflects the level of M/WBE availability. Additionally, bid incentives on Construction, Goods and Service Contracts and Incentive Credits on Professional Service Contracts have been established. Bid incentives and Incentive Credits will be applied during the evaluation process.

Construction and Goods & Services

Project Goals for Construction and Goods & Services:

Eligible Groups	Percentage
African American	21%
Hispanic American	2%
Asian American	0.5%
Native American	0.5%
Women	11%

- Proof of project goals shall be submitted at time of bid opening on the M/WBE Utilization Plan;
- Each percentage for eligible groups must be met;
- Bids that fail to meet each goal for each eligible group must provide evidence of “Good Faith Efforts”;
- Bids that do not meet the goals or demonstrate a sufficient “Good Faith Effort” will be deemed non-responsive;

- M/WBE firms certified as both MBE and WBE can only count as either MBE or WBE

Bid Incentives for Construction, Goods and Service Contracts

- A 5% bid discount shall be applied on M/WBE prime contracts on construction and goods and services contracts of \$300,000 or less.
- 5% discount will be applied during the evaluation process
- 5% bid discount reduces M/WBEs bid amount for the evaluation process
- Contract award for eligible M/WBEs is not reduced

Bid Incentive for Construction, Goods and Other Services	Contract Type	Eligible Groups
5%	Construction Prime Contracts	African American Hispanic American Asian American Native American Women
5%	Goods and Services Prime Contracts	African American Hispanic American Asian American Native American Women

Professional Services

Goals for all Professional Services: 25% MBE and 5% WBE

15% Incentive Credit Professional Service Contracts

- A 15% incentive credit part of the total points evaluated on professional service prime contracts shall be applied to eligible M/WBE prime contracts.

Determination of Counting M/WBE Suppliers Toward M/WBE Goals:

- Suppliers or Regular Dealers count at 60% of their cost/expenditure towards M/WBE goals.
- Manufacturers count at 100% of their cost/expenditure towards M/WBE goals.
- Commissions and fees paid to brokers or other persons count towards M/WBE goals provided the fees are reasonable and not excessive. The cost of the materials or supplies themselves do not count toward M/WBE goals.


Signature

cc:

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 INTRODUCTION.....	9
2.0 DEFINITIONS.....	9
3.0 OBJECTIVE.....	11
4.0 SCOPE OF WORK.....	11
5.0 FAILURE TO PERFORM.....	12
6.0 EXTRA WORK.....	13
7.0 FEES.....	14
8.0 STATEMENT OF QUALIFICATIONS.....	14
9.0 RESPONSIBILITIES OF THE CONSULTANT.....	17
10.0 CONFLICT OF INTEREST.....	19
11.0 PURCHASE OF EQUIPMENT.....	21
12.0 TERM.....	20
13.0 DUE DATE OF PROPOSAL.....	21
14.0 RIGHTS.....	22
15.0 PROPERTY OF THE CITY.....	23
16.0 QUESTIONS.....	23
17.0 NOT A CONTRACT.....	23
18.0 SELECTION CRITERIA.....	24
19.0 AWARD OF CONTRACT.....	26
20.0 MBE/WBE PARTICIPATION.....	26
21.0 NON-DISCRIMINATION IN EMPLOYMENT.....	34

22.0 REQUIRED SUBMITTALS.....	35
23.0 MINIMUM PREVAILING WAGE & FRINGE BENEFITS.....	37
24.0 PROOF OF INSURANCE.....	38
25.0 PERFORMANCE BOND & PAYMENT BOND.....	40
26.0 ASSIGNMENT & SUBCONTRACTING.....	41
27.0 MISSOURI UNAUTHORIZED ALIENS LAW.....	41
28.0 MEDIA INQUIRIES/ADVERTISING.....	44
29.0 CUSTOMER SERVICE.....	43
30.0 LIVING WAGE.....	44
31.0 CIVIL RIGHTS GENERAL PROVISIONS.....	44
32.0 CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS.....	45
33.0 FEDERAL FAIR LABOR STANDARDS ACT PROVISION.....	48
34.0 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.....	48
35.0 SEISMIC SAFETY.....	48
36.0 DISTRACTED DRIVING.....	48
37.0 CLEAN AIR AND WATER POLLUTION CONTROL.....	49
38.0 PRE-PROPOSAL MEETING.....	49
39.0 FACILITIES PROVIDED BY THE AIRPORT.....	49
40.0 PRECAUTIONARY MEASURES.....	49
41.0 ANTI-DISCRIMINATION AGAINST ISRAEL ACT.....	50

ATTACHMENTS

ATTACHMENT 1 1 page
Authorized Submission Form

ATTACHMENT 2 1 page
Preliminary M/WBE Utilization Plan

ATTACHMENT 3 1 page
M/WBE Good Faith Efforts Forms

ATTACHMENT 4 1 page
Notice Of Intent To Perform As A Subcontractor/Material Supplier

ATTACHMENT 5 1 page
Proposal To Bond Form

ATTACHMENT 6 1 page
Subcontractor Business Information

EXHIBITS

EXHIBIT A 1 page
Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration

EXHIBIT B 1 page
Missouri Unauthorized Aliens Law Affidavit

EXHIBIT C 1 page
Living Wage Acknowledgment & Acceptance Declaration

EXHIBIT D 1 page
Living Wage Adjustment Bulletin

EXHIBIT E 1 page
Anti-Discrimination Against Israel Act Acknowledgement & Declaration

EXHIBIT F 1 page
Anti-Discrimination Against Israel Act Affidavit

EXHIBIT G 7 pages
M/WBE Good Faith Efforts Presentation

THE CITY OF ST. LOUIS AIRPORT AUTHORITY
REQUEST FOR PROPOSALS WITH QUALIFICATIONS FOR
“INSURANCE BROKERAGE 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 Insurance Brokerage Services at the Airport. 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 Insurance Brokerage Services between the City and the Consultant.
“Airport” or “STL”	This means St. Louis Lambert International Airport®, together with any additions, improvements, or enlargements made from time to time, which is owned by the City and is operated for the City by the Airport Authority of The City of St. Louis, a department of the City.
"Airport Representative"	This means the Risk Manager.
“Authority”	This means the Airport Authority of The City of St. Louis.
“Broker, Broker of Record, or Consultant”	This means the successful Proposer or Proposers under this RFP and an agent designated by the City to represent and assist with the management of the City’s insurance policies.
“City”	This means The City of St. Louis, owner and operator of St. Louis Lambert International Airport®.
“Commencement Date”	This means the first day of the term of the Agreement, June 1, 2024, as provided for in Section 12.0 entitled “Term”.

“Consultant”	This means the successful Proposer under this RFP.
“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.
“Director”	This means the Director of Airports of The City of St. Louis or their designee.
“Expiration Date”	This means the date the term of the Agreement ends which is May 31, 2027, as provided for in Section 12.0 entitled “Term”.
“Extras”	This means additional service work or modifications, additions, or extras ordered in writing by the Director, as more fully described in Section 6.0 entitled "Extra Work."
“FAA”	This means the United States Federal Aviation Administration.
“Holiday”	This means New Year’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
“Ordinance(s)”	Unless otherwise specified, this means the ordinances codified as the Revised Code of the City of Saint Louis, 2020, Annotated. It is the responsibility of the Consultant to take notice of all City Ordinances, including any amendments that may arise from time to time. Information on copies of ordinances can be found at: stlouis-mo.gov/government/city-laws/ordinances/non-digitized-ordinances.cfm
“Policy Holder”	This means the City of St. Louis, St. Louis Lambert International Airport®
“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 the terms, covenants, conditions, warranties, provisions, and specifications of the Agreement.

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

“TSA” This means the Transportation Security Administration.

3.0 OBJECTIVE

The City of St. Louis ("City"), acting through St. Louis Lambert International Airport® (“STL”) invites the submission of proposals from qualified companies interested in providing professional Insurance Brokerage Services and acting as the City’s **“Broker of Record”** for various insurance policies. If your company and your product have demonstrated experience in medium hub airports in providing professional Insurance Brokerage Services and acting as **“Broker of Record”**, and you are interested in making your services available to St. Louis Lambert International Airport®, you are invited to respond to this RFP.

The selected Proposer (“Consultant”) awarded a contract pursuant to this RFP shall perform all applicable duties as outlined in this RFP.

The work contemplated is professional in nature. It is understood that the Proposer acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Missouri and the City of St. Louis for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Proposer under a contract awarded pursuant to this RFP may be made available to any individual organization. The Proposer shall be financially solvent and each of its members if a joint venture, its employees, agents or subcontractors of any tier shall be competent to perform the Services required under this RFP document

4.0 SCOPE OF WORK

The Consultant, subject to and in accordance with the Provisions of the Agreement, will be responsible for providing Insurance Brokerage Services as ordered and directed, in writing, by the Airport Representative. The Insurance Brokerage Services required by the City on behalf of the Airport will include, all Risk Property, General Liability, Cyber Liability and Crime, Property, Fine Art, Auto, Inland Marine, Public Officials and Employee Liability, and TRIA and War Risk, as applicable. In general, the Consultant shall assist in the Airport’s efforts in the following areas:

- A. Act as the City's "Broker of Record" for various lines of insurance as ordered and directed by the City in writing.
- B. Develop, market, and place Airport insurance with appropriate qualified underwriters.
- C. Advise the Airport on market conditions, concerns and industry developments, claims management and insurance related litigation.
- D. Administer all aspects of the Airport's relationship with insurance underwriters, including but not limited to assistance with claims, participation in property inspections, assistance with policy renewal applications, and claim reviews.
- E. Issue Certificates of Insurance as need to confirm Airport coverage. Endorsements will be added as needed to define a coverage; assist with issuing of Insurance Cards for Auto Coverage.
- F. Responses by the Broker to requests for assistance to the Airport Authority, will, within reason, be acknowledged by the Broker within 48 hours.
- G. The Broker will prepare for, and attend required quarterly meetings with Airport Authority to review current operations and any insurance coverage changes.
- H. Other duties as agreed to in writing. Projects will be completed in a timely manner to assure compliance with Airport Authority schedules.

5.0 FAILURE TO PERFORM

- A. If the Airport Representative determines at their 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). Any violation or breach of the terms of the Agreement on the part of the Consultant or its subcontractors may result in the suspension or termination of the Agreement or such other action that may be necessary to enforce the rights of the parties of the Agreement.
- B. The City will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the Agreement. City reserves the right to withhold payments to Consultant until such time as the Consultant corrects the breach or the City elects to terminate the contract. The City's notice will identify a specific date by which the Consultant must correct the breach. The City may proceed with termination of the Agreement if the Consultant fails to correct the breach by the deadline indicated in the City's notice. The duties and obligations imposed by the Agreement and the

rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

- 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 with the terms of the Agreement.** 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. 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.
- D. Within the five (5) working days' notice period the Consultant may demonstrate to the City why no such alleged failure is present or timely remedy such alleged failure having obtained the Airport Representative's specific prior authorization to undertake further performance of such work. The City may forestall any work or actions it is entitled to perform pursuant to this subsection if such failure cannot be reasonably cured within five (5) working days and provided the Consultant promptly and diligently pursues corrective action to the City's reasonable satisfaction.
- E. If any fault by the Consultant, subcontractors and/or their employees results in an Administrative Action (Letter of Correction, Warning Notice or Notice of Non-Compliance), either issued to the Consultant or the Airport from the TSA, the Consultant's next monthly invoice shall be reduced by \$2,000 to cover administrative and investigation expenses.
- F. If any fault by the Consultant, subcontractors and/or their employees results in a Civil Penalty by the TSA, either issued to the Consultant or the Airport, the Consultant shall be responsible for the prompt payment of the fine (to be paid either directly to the Airport or the TSA). Additionally, the Consultant's next monthly invoice shall be reduced by \$4,000 to cover administrative and investigation expenses.

6.0 EXTRA WORK

- A. At the written request and direction of the Director, additional **Insurance Brokerage Services**, work or modifications, additions, or extras ("Extras") may be required. The fee or charge for Extras will be agreed upon up front in writing on a case by case basis as described herein and in Section 7.0 of this RFP. For all work conducted under the Agreement, the total amount to be paid to the

Consultant must not exceed the total Contract Not-To-Exceed Amount of the Agreement.

- B. Any work not specified in the Agreement that may be fairly implied as included in the Agreement will be done by the Consultant without extra charge. The Director will be the sole judge.
1. The Consultant will do all Extras that may be requested or ordered in writing by the Director. No claim for Extras will be allowed unless such Extras have been ordered in advance by written request of the Director.
 2. The Consultant will furnish the Director with itemized bills for all items included under this heading, and such bills may be verified or audited by the City.
 3. All bills for Extras done in any month, will be submitted to the Director, in writing, before the 15th day of the following month, and the amounts therein must be in accordance with the daily time, material, and equipment statements approved by the Director.
 4. As proof of costs, the Consultant must submit copies of itemized invoices received from the Consultant's approved subcontractor(s) which have been previously reviewed and approved by the Consultant.
 5. Extras will be paid for based on a fixed amount, rate, charge, or any combination thereof agreed upon and approved by the Consultant and the Director in writing prior to such Extras being performed. (See Section 7.0)

7.0 FEES

The City, subject to the Provisions of the Agreement, shall pay to the Consultant, in consideration of the above services "**Fees**" based upon the fees, rates, charges and amounts set forth in the Agreement. The City does not pay commissions on placement of insurance policies. The Consultant shall invoice the City for all services ordered and performed in accordance with the Provisions of the Agreement. (See Section 8.G entitled "Statement of Qualifications" below.) All fees submitted by the Consultant will be subject to negotiation.

8.0 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 (see this Section 8.0 below). 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. Firm Profile

Proposer shall submit a statement of their corporate capabilities, including range of services offered under this RFP, length of time in business, corporate structure, professional registration, licenses, professional affiliations, etc. Proposer should include documentation of knowledge, capabilities, certifications, and experience in managing and performing Insurance Brokerage Services of the nature contemplated herein. Proposer should highlight airport operations knowledge, including understanding FAA and Department of Homeland regulations.

B. Experience

Proposer **must have a minimum of ten (10) years'** experience acting as the Broker of Record on high value policies as listed below for which the Proposer proposes to act as Broker of Record. Proposer must have experience with placement of insurance for Public Entities. Proposer must clearly demonstrate experience placing and administering insurance policies with the following minimum policy amounts:

General Aviation Liability Insurance	\$350 Million
All Risk Property	\$750 Million
Public Entities and Employee Liability	\$7 Million
Business Auto	\$1 million plus current replacement value
Inland Marine/Large Equipment	\$40 Million
Cyber Liability	\$3 Million
Fine Arts	\$2.5 Million
Employee Crime	\$1 Million

Operational changes may indicate additional policies

C. Proposed Operating Plan

Proposer shall submit a detailed plan describing the operating procedures you would implement should you be the successful Proposer and its MBE/WBE participant(s). Explain your company's ability to be responsive to the operating requirements of the Airport.

D. Authority

1. Proposer must currently be licensed to do business in the State of Missouri, or has applied for and meets the qualifications for obtaining a

license to do business in the State of Missouri and can obtain the license prior to the commencement date of the Agreement.

2. Proposer shall furnish a copy of Proposers license (Certified of Corporate Good Standing or completed license application submitted to the Secretary of State) to do business in the State of Missouri, if applicable.
 3. Proposer shall furnish a copy of MBE/WBE participant's license (Certified of Corporate Good standing or completed license application submitted to the Secretary of State) to do business in the State of Missouri, MBE/WBE participation is included, if applicable.
- E. Proposer shall furnish the past two (2) fiscal or calendar year-ended twelve (12) consecutive months completed financial statements prepared in accordance with generally accepted accounting principles and with an independent Certified Public Accountants (CPA) statement attached, if said CPA's statement is available. Proposer's statements referenced above must include the following:
1. Balance Sheet;
 2. State of changes in financial position;
 3. Income statement; and
 4. All footnotes relative to the above statement
- F. Resumes of key personnel, citing relevant experience in activities of the nature described in this RFP. Identify proposed Project Manager.
- G. Proposed Fee Structure. The structure shall include the Consultant's half hourly rate and title for each individual working under the Agreement.
- H. A complete list of all proposed subcontractors (See Section 26.0 "Assignment & Subcontracting").
- I. A complete list of all owners, directors, and officers of the Proposer and all proposed subcontractors, subconsultants, independent subcontractors, etc. (See also Section 26.0, entitled "Assignment & Subcontracting").
- J. An outline of compensation for subcontractors including hourly labor rates.
- K. Location of principal office where the work will be managed.
- L. Any additional information that may be relevant in assessing the qualifications, experience and ability of the Proposer, pertaining to other local in-house services.
- M. 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

airport business 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 past 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 8.M an "affiliate(s)" means a person or entity that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Proposer.

- N. Any additional information that may be relevant in assessing the qualifications, experience and ability on a national and international scale of the Proposer.

9.0 RESPONSIBILITIES OF THE CONSULTANT

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

- 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 contemplated herein or the Provisions of 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 may be amended now or hereafter applicable, in performing the Provisions of the Agreement or the work or services contemplated herein.
- B. The Consultant will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and 49 CFR Part 1542 as amended. 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 will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City.
- C. The Consultant will not be entitled to any claim for damages or losses whatsoever against the City or its officers, employees, agents, representatives, due to hindrance or delay from any cause whatever in the progress of the work or any portion thereof including without limitation, loss of profits, and actual, consequential, special, or incidental damages.

- D. The Consultant will be responsible for the work of all subcontractors and agents, and all work must be kept under the Consultant's control. A complete list of all such subcontractors will be submitted to the Airport Representative for their prior written approval. (See Section 26.I. entitled "Assignment & Subcontracting".)
- E. Carry out the services as described in Section 4 entitled "Scope of Work", as ordered, requested, and directed in writing by the Airport Representative.
- F. 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 deemed cause for termination of the Agreement. (See Section 26 entitled "Assignment & Subcontracting").
- G. 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. (See Section 26 entitled "Assignment and Subcontracting").
- H. 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 Airport Representative.
- I. Treat all knowledge of the City's intentions, operations or procedures, and business as confidential and regulated under 49 CFR Part 1520 "Protection of Sensitive Security Information", and at no time divulge such information without the prior written consent of the Director, unless otherwise required by a court order or subpoena, a copy of which has been presented to the Director. Consultant shall timely inform the City of any such order or subpoena prior to releasing said confidential information. If disclosure of said confidential information is required by court order or subpoena, the Consultant shall timely notify the City in writing at least five (5) business days prior to disclosure so that the City may seek court intervention concerning the potential disclosure of said confidential information.
- J. 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.
- K. 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 they may be amended from time to time.

- L. Before work under the Agreement commences, the Consultant will designate, by written notice to the Airport Representative, an experienced, competent and knowledgeable, full-time employee of the Consultant as the Consultant's "Project Coordinator." The Project Coordinator will be fully authorized to act for the Consultant in all matters covered by the Agreement. The Consultant will also furnish all supervisory personnel with copies of these specifications and will make certain that all such personnel understand the Provisions of the Agreement.
- M. When necessary, or as requested by the Airport Representative, the Consultant will make periodic reports and recommendations to the Airport Representative concerning conditions, transactions, situations or circumstances encountered by the Consultant relating to the services to be performed under the Agreement.
- N. The Consultant's performance hereunder must meet the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services contemplated by the Agreement. All work will be executed in the most workmanlike, safe and substantial manner and everything will be furnished by Consultant that is necessary to complete and perfect the aforesaid work according to the design and intention, whether particularly specified or not which may be inferred from the Agreement and its specifications.
- O. The Airport Representative will determine the amount, classifications, acceptability, and fitness of all work to be done, and will decide all questions which may arise relative to the proper performance of the Agreement, and their decisions will be final, except as provided for in Section 5.C, entitled "Failure to Perform"
- P. The City reserves the right to solicit bids and award contracts to other consultant for any modifications or additions to the Insurance Brokerage Services. The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the work contemplated herein.
- Q. 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.

10.0 CONFLICT OF INTEREST

- A. The Proposer warrants, represents, and agrees that given the nature of the work and services to be performed by the Proposer hereunder, Proposer shall not engage in or perform any work or services which may conflict with or appear to

conflict with the interests of the City. Proposer warrants, represents, and agrees to avoid situations in which Proposer's interest may conflict with or even appear to conflict with the interest of the City. Proposer shall, promptly upon discovery, advise the City in writing of any such conflict of interest or the appearance of a conflict of interest. Any dispute between the City and Proposer as to whether a conflict of interest or the appearance of a conflict of interest exists, shall be resolved by the City and its sole decision shall be final and conclusive.

- B. Proposer acknowledges and agree that all materials, files, applications, reports, documents, manuals, records, logs, specifications data, surveys, analyses, drawings, estimates, maps, and other related work products ("**Work Product**"), whether transmitted orally, in writing, or electronically provided by the City or produced by the Proposer under the Agreement, are confidential and shall remain the property of the City. Such Work Product shall be returned promptly within three (3) working days of the City's request, to the City at the early termination or expiration of the Agreement or when requested by Airport Representative. Further, Proposer warrants, represents, and agrees that the Proposer shall not publish, distribute, or otherwise disclose, or permit to be disclosed or published any such Work Product without first notifying the City and securing the City's written consent.
- C. For the breach or default of the terms, covenants, conditions, or warranties of this section, the City shall have the right to immediately terminate the Agreement for cause upon written notice and shall have all rights and remedies available at law or in equity. Proposer acknowledges and agrees that the Provisions of this section shall survive the early termination or expiration of the Agreement.

11.0 PURCHASE OF EQUIPMENT

Any and all equipment and materials including without limitation, computer equipment and software purchased by the Proposer on behalf of the City in conjunction with the Agreement shall become the property of the City upon payment by the City. All such purchases of equipment and materials must be authorized in writing by the City. Proposer shall maintain a list describing all such equipment, software, and materials and provide the Airport Representative with an up to date copy of the list at least annually and/or as requested by the Airport.

12.0 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.

Commencement Date: June 1, 2024 Expiration Date: May 31, 2027

13.0 DUE DATE OF PROPOSAL

Written or Electronic Proposals will be received up until the hour of **2:00 P.M. Local Time, February 5, 2024**. All Proposals may be submitted in one of the following ways:

A. Written proposals must be addressed and delivered to:

**Delia Cummings, Contract Compliance Officer
St. Louis Lambert International Airport
Airport Properties Division
10701 Lambert International Boulevard, MTN 2501
St. Louis, Missouri 63145**

Three (3) copies of the Proposal must be submitted. Proposals received after the due date and time, or not delivered to the designated point, will not be considered. The Proposal must be presented in a **sealed** envelope addressed to Ms. Cummings at the address provided above, with the words **“RFP For Insurance Brokerage 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.

OR

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

Delia Cummings dfcummings@flystl.com

With copies also sent via email to:

Robert Salarano rcsalarano@flystl.com

Gigi Glasper gxglasper@flystl.com

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

Proposals submitted electronically must be submitted in one PDF document, titled **“RFP For Insurance Brokerage Services** followed by the name of the Proposer. This information must also appear in the subject line of the email. Please allow ample time for the email to be transmitted. **The submittal time of record will be the time the email**

reaches Ms. Cummings. **Also note, the size limit for emails is 10 megabytes, and it is recommended that any document over 10 megabytes be compressed before sending to avoid possible delays in transmitting. Note: Please send the document in the PDF format requested. Do not provide a link to the documents.**

14.0 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 select any or all 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 bids or Proposals for providing these Insurance Brokerage 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 current or previous contract obligation.

15.0 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.

16.0 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 Ms. Cummings, St. Louis Lambert International Airport®, Airport Properties Division, 10701 Lambert International Boulevard, MTN 2501, St. Louis, Missouri 63145, **in writing on or before January 18, 2024 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.

17.0 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.

18.0 SELECTION CRITERIA

- A. The selection of the Consultant(s) will be made by a five (5) member committee (the “**Selection Committee**”) comprised of two members from the Airport Staff, one member appointed by the Office of the Mayor of the City, one member from the Comptroller’s Office and one member from the Office of the President of the Board of Aldermen. The Selection Committee in its sole judgment and in the best interest of the City and the Airport will select a responsive Proposer best qualified to perform the services described (See Section 19.0 entitled “Award of a Contract”).
- B. The Selection Committee shall retain the right, at their sole discretion, to interview and request presentations from each of the Proposers prior to making their selection.

The Proposer may contact only the Airport Contract Compliance Officer for any questions. If the Proposer contacts any member of the Selection Committee, such contact may render the process invalid or eliminate the Proposer from the selection process. It is anticipated that the Selection Committee’s selection of the Consultant can be made within (30) thirty days after the receipt of the Proposals.

- C. If the Selection Committee decides to award an Agreement, the City will then schedule a time for the City and successful Proposer(s) to finalize the scope of work and negotiate and draft the terms of the Agreement, including without limitation, the fee structure (see Section 7.0 entitled “Fees”). 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.
- D. The selection criteria and factors to be considered by the Selection Committee in the selection of the Consultant are set out below (see also Section 14.0 entitled “Rights”).

1. RFP EVALUATION CRITERIA/FACTORS

- a. Firm's Qualifications, Experience & Capability to Perform the Scope of Work; as outlined in the "Statement of Qualifications" (See Sections 8.A - 8.F; 8.J; & 8.M – 8.N.) **(0 to 45 pts.)**
- b. Firm's Qualifications, Experience & Capability to Perform the Scope of Work; as outlined in the "Statement of Qualifications" (See Sections 8.G, 8.H, 8.K, & 8.L. **(0 to 30 pts.)**
- c. Firm's qualifications, experience and capability to perform and comply with the "Responsibilities of the Consultant" (See Section 10.0) **(0 to 10 pts.)**
- d. Proposer provided a compensation structure in accordance with the requirements of The RFP (See Section 8.G and Section 7.0 of RFP) **(0 to 5 pts.)**
- e. Presentation (If Selection Committee request.) **(0 to 10 pts.)**

(MAXIMUM POINTS 100)

E. A 15% M/WBE incentive credit will be applied to the evaluation of professional service prime consultants who are currently certified MBE-African American, Hispanic American, Asian American, Native American and WBE-Women owned Business Enterprises. An example of the calculation of the 15% M/WBE incentive credit points to be applied to an eligible M/WBE prime proposer's initial score is set out below. Assuming 80 points is awarded by a Selection Committee member, the 15% M/WBE incentive credit would be 12 points for a total score of 92 points.

[80 points X .15 = 12 points] [12 points + 80 points = 92 points]

F. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award..

19.0 AWARD OF CONTRACT

- A. The City may select any or all responsive and qualified Proposers who, in the City's sole and absolute judgment submit the highest quality Proposal that best meets the requirements 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 (see Section 14.0 entitled "Rights" and Section 18.0 entitled "Selection Criteria" of this RFP). After award of the Agreement, the Proposer(s) 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 successful Proposer(s) beginning on the Commencement Date and ending three (3) years from that date. The award of the Agreement to any successful Proposer under this RFP as well as the Provisions and terms of the Agreement to be awarded must be approved by the City's Airport Commission and its Board of Estimate and Apportionment.

20.0 MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE MBE/WBE) PARTICIPATION

A. **Definitions:**

As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise" or "WBE" are defined as follows:

1. **"Minority Business Enterprise" or "MBE"** means a minority business enterprise as defined in Ordinance 70767.
2. **"Women Business Enterprise" or "WBE"** means a women's business enterprise as defined in Ordinance 70767.

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 bidding or procurement 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. M/WBE Goals and Incentive Credits:

1. 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 must continue good faith efforts throughout the term of the Agreement to increase MBE/WBE participation and to meet the Agreement goal.

Please note: Consultants certified as either an MBE or WBE must still fill both goals. In addition, Consultants certified as both an MBE and a WBE can only fulfill either the MBE goal or the WBE goal, not both goals.

2. A 15% M/WBE incentive credit shall be applied to the evaluation of professional service prime Proposer who are currently certified MBE - African American, Hispanic American, Asian American, Native American and WBE-Women owned Business Enterprises. In order to qualify for the incentive credit, the M/WBE prime must include a copy of the current M/WBE certification letter indicating the M/WBE has been certified by the Airport or the M/WBE remains eligible to participate in the M/WBE certification program. (See Section 18.E entitled "Selection Criteria" of this RFP for an example of how the 15% M/WBE incentive credit is calculated.)

D. Obligation:

1. The Proposer 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 Proposer will not discriminate on the basis of race, color, age, religion, sex, familial status, disability, sexual orientation, national origin or ancestry 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 firms certified by the City of St. Louis 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. A Proposer must make sufficient good faith efforts to meet the 25% MBE and 5% WBE goal. The Proposer can meet this requirement in either of two ways. First, the Proposer can meet the goal, documenting commitments for participation by M/WBE firms.

Second, even if the Proposer doesn't meet the 25% MBE and 5% WBE goals, the Proposer can document adequate good faith efforts. This means that if the M/WBE goals are not met that the Proposer must show that it took all necessary and reasonable steps to achieve the M/WBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient 25% MBE and 5% WBE participation, even if they were not fully successful. If the M/WBE goals are not met, the Proposer must demonstrate and document those efforts by submitting the "Good Faith Efforts Report Form" attached hereto as 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 include but 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 fifteen (15) 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 Proposers.
 - 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-bid, 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 bid 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. Proposer 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 bids under such headings "Items Subcontractable to M/WBE firms."
3. The demonstration of good faith efforts by the Proposer must prove the Proposer 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:

Proposer should access the online directory at www.flystl.com/bdd to obtain a list of eligible MBEs/WBEs certified by the City of St. Louis and to verify the eligibility of the MBE/WBE firms it intends to utilize in the Agreement.

G. Counting MBE/WBE Participation toward Goals:

1. MBE/WBE participation towards the attainment of the goals will be credited on the basis of the total subcontract prices agreed to between the Proposer and subcontractors for the contract items being sublet as reflected on the "MBE/WBE Utilization Plan" attached hereto as Attachment 2 and incorporated herein. Proposer must complete and submit with its proposal the **Preliminary** 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. **NOTE: The successful proposer awarded the contract is required to submit the Final MBE/WBE Utilization Plan. This form must be completed in its entirety and submitted to the City after fee/scope negotiations have been completed.**
2. In addition, the Proposer must also submit the "Notice of Intent to Perform as a Subcontractor or Material Supplier Form," attached hereto as Attachment 4 and incorporated herein. (See **Proposer's Checklist Item 12.**).

- a. Contractors should be aware that supplies and materials procured from certified suppliers, manufacturers and brokers are defined and counted toward M/WBE goals as follows:
- i. A ***Supplier or Regular Dealer*** is defined as a firm that owns, operates or maintains a store, warehouse, equipment or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, and regularly sold or leased to the public in the usual course of business. ***Suppliers or Regular Dealers count at 60% of their cost/expenditure towards M/WBE goals.***
 - ii. A ***Manufacturer*** is defined as a firm that operates or maintains a factory, apparatus, or establishment that produces, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. ***Manufacturers count 100% of their cost/expenditure towards M/WBE goals.***
 - iii. ***Brokers*** are defined as brokers or other persons who arrange or expedite transactions are not regular dealers, with respect to materials or supplies purchased from an M/WBE which is neither a manufacturer nor a regular dealer. Brokers' entire commissions and fees charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site count towards M/WBE goals provided the fees are determined by the City to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials or supplies themselves do not count toward M/WBE goals.
 - iv. M/WBE trucking firms' expenditures may count at 100% toward M/WBE goals. The M/WBE trucker must manage and supervise the trucking operations with its own Employees and use equipment owned and/or leased by the M/WBE. No credit will be counted for the purchase or sale of material hauled unless the M/WBE trucker is also a certified M/WBE supplier. No credit will be counted unless the M/WBE trucker is an approved subcontractor.

If the M/WBE trucker plans to supplement its trucking operations with additional trucking firms it must seek prior approval perform the start of the operation from the City.

If the M/WBE trucker leases trucks from a non-M/WBE trucking firm only the fees and/or commissions will count toward goal attainment.

H. 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.

I. Substitution of MBE/WBE Firms after Award:

1. The Consultant will conform to the scheduled MBE/WBE participation goal. 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 26.0 entitled "Assignment & 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 will timely forward supporting documentation substantiating the cause of the default or termination to the Director for review.

J. 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.

K. Reporting Requirement:

1. The Consultant shall utilize the St. Louis Lambert International Airport Certification and Compliance Diversity Compliance Management System

web based program made available at <https://flystl.diversitycompliance.com/>. The Consultant shall log into the system utilizing their assigned username and password and request to add each subcontractor scheduled to perform work on the Agreement. BDD will confer with the department/agency before approving the firm to be added to the contract. The Consultant shall upload a copy of each M/WBEs fully executed contract to provide services when requesting to add M/WBEs to the contract.

2. 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.
 - a. 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:
 - b. The first failure to report violation will result in a warning letter;
 - c. The second failure to report violation will require Consultant to pay liquidated damages to the City not to exceed \$25.00 for each week past due;
 - d. The third failure to report violation will require Consultant to pay liquidated damages to the City not to exceed \$50.00 for each week past due; and
 - e. The fourth failure to report violation will require Consultant to pay 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

L. Applicability of Provisions to MBE/WBE Contractors:

These provisions are applicable to all contractors or consultants including MBE/WBE contractors. If the MBE/WBE contractor or consultant intends to sublet any portion of the Agreement, the MBE/WBE contractor or consultant shall comply with provisions regarding consultant and sub-consultant relationships.

M. Liquidated damages for Failure to Perform a Good Faith Effort:

- 1. Consultant acknowledges, stipulates and agrees that the Consultant's failure to meet the City's M/WBE goals and/or show a good faith effort has been performed may result in liquidated damages being assessed in an amount not to exceed the M/WBE shortfall, which is the difference between the M/WBE goals set in the Agreement and the amounts actually paid to M/WBE contractors.
 - a. The City shall periodically evaluate the Consultant's Compliance with the M/WBE goals and determine whether the Consultant has performed and is performing in accordance with the terms of the Agreement. If the Consultant has failed to perform as required in herein, then the City may impose liquidated damages as provided herein to be withheld from any amounts due and owed the Consultant, such liquidated damage withheld must be authorized by the City Compliance Officer and the Director. Such liquidated damages should be assessed prior to the expiration of the Agreement (generally not sooner than six (6) months prior to the expiration date of the Agreement). If there is no future payment(s) to be made, the Consultant will make the liquidated damage payment to the City within thirty (30) days' written notice of the violation.

21.0 NON-DISCRIMINATION IN EMPLOYMENT

- A. Proposer agrees during performance under the Agreement, that discrimination will not be permitted against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, disability, national ancestry or origin.
- B. Proposer agrees during performance under the Agreement, that all printed or circulated solicitations, or other advertisement or publication for employees placed

by or on behalf of the Consultant, state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, disability, national origin or ancestry.

- C. If the Proposer or City determine that Proposer will be unable to conform to the approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, then the Proposer will notify the Fair Employment Division of the St. Louis Council on Human Relations within ten (10) days as to the steps to be taken by the Proposer to achieve the provisions of this program.
- D. Proposer will permit reasonable access by the City to such persons, reports and records as are necessary to ascertain compliance with fair employment practices.
- E. If the Proposer fails to comply with the nondiscrimination clauses of the Agreement, or fails to furnish information or permit records and accounts to be inspected, within twenty (20) days from the date requested, the Airport may cancel, terminate, or suspend the Agreement, in whole or part. Further, the Airport may declare the Proposer ineligible for further City contracts for a period of one year, at the City's option. If the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Proposer will have no claim for any damages against the City.
- F. Proposer will incorporate the above Sections 21.A through 21.E in all contracts or agreements entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with the Agreement.
- G. If the Proposer is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with this Sections' 21.A through 21.E, such Proposer will notify the City Counselor in writing of such suit or threatened suit within ten (10) days

22.0 REQUIRED SUBMITTALS

In order for a Proposal to be considered responsive, the Proposer must provide all of the required submittals listed in this Section 22.0. It is requested that the required submittals or information be submitted in the format and order provided in this Section 22.0. If forms have been provided, please utilize them to provide the requested information. **All** Proposers shall submit the following evidence that they are fully competent to perform the services contemplated under this RFP and that they currently possess the necessary facilities, experience, licenses, organization, and financial capabilities to fulfill or satisfy the conditions and obligations of the Agreement resulting from this RFP. **Each** Proposer must include a narrative or complete appropriate forms addressing the following:

- A. Statement of Qualifications as provided for in Section 8.0 entitled “Statement of Qualifications” (See Sections 8.A, 8.B, 8.C, 8.D, 8.F, 8.N).
- 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 8.F, & 8.I entitled “Statement of Qualifications”).
- C. Proposer’s Listing of Experience/Reference as provided for in Section 8.0 & 8.B entitled “Statement of Qualifications”. 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.
- D. The Proposer’s fiscal year-end Financial Statements for the last three (3) years (See Section 8.E entitled “Statement of Qualifications”).
- E. Completion of the Authorized Submission Form (Attachment 1).
- F. Proposer’s plan for MBE/WBE Participation. (See Section 20.0, 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 Preliminary 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. Certificate(s) of Insurance or statement from insurance company (See Section 24.0 entitled “Proof of Insurance”).
- I. Authorization from Surety firm of intent to provide a Performance Bond and Payment Bond in the amount of \$25,000 each (See Section 25.0, “Performance Bond & Payment Bond” and Attachment 5 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.**
- J. Missouri Unauthorized Aliens Law Acknowledgement and Acceptance Declaration and Affidavit (See Section 27.0 entitled “Missouri Unauthorized Aliens Law” and Exhibit A and Exhibit B).

- K. Fee Structure (See Section 7.0 entitled “Fees” and Section 8.G entitled “Statement of Qualifications”).
- L. License(s) and Certificate of Good Standing (See Section 8.D entitled Statement of Qualifications”).
- M. List of subcontractors to be included as part of the Statement of Qualifications and compensation for subcontractors (See Sections 8.H, 8.J entitled “Statement of Qualifications”, and Section 26.0 entitled “Assignment and Subcontracting”).
- N. List of owners, directors, and officers (See Section 8.I entitled “Statement of Qualifications”).
- O. Notice of Intent to Perform as a Subcontractor/Material Supplier (See Section 20.0 entitled “MBE/WBE Participation” Minority and Women Business Enterprise (MBE/WBE) and Attachment 4).
- P. Location of principal office (See Section 8.K entitled “Statement of Qualifications”).
- Q. Living Wage Acknowledgement & Acceptance Declaration (See Section 30.0 entitled “Living Wage” & Exhibit C).
- R. Other in-house services. (See Section 8.L entitled “Statement of Qualifications”).
- S. A list of proposed staff to be utilized including descriptions of technical expertise and experience (See Section 8.F).
- T. Synopsis of Terminations and Debarments (See Section 8.M entitled “Statement of Qualifications”).
- U. Anti-Discrimination Against Israel Act Acknowledgement & Declaration and Affidavit. (See Section 41.0 entitled “Anti-Discrimination Against Israel Act” and Exhibits E & F)

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

23.0 MINIMUM PREVAILING WAGE & FRINGE BENEFITS

- A. The Proposer warrants, represents, stipulates and agrees that it shall pay to employees and subcontractor’s employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or their 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 shall be in accordance with City Ordinance No 62124 as codified in Chapter 6.20 of the Revised Code of The City of St. Louis 2020, Annotated.

- B. Subject to and in accordance with Chapter 6.20.010.A of the Revised Code of The City of St. Louis, such fringe benefits may include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, costs of apprenticeship or other similar programs, and other bona fide fringe benefits to be provided by the service consultant and not otherwise required by federal, state or local law. The term "minimum prevailing fringe benefits "may include any contributions of fringe benefits equivalent to the foregoing or differential payments in cash.
- C. Proposer warrants , represents, stipulates and agrees that it shall keep full and accurate records identifying the names and classification of every service employee employed by them in the performance of the Agreement, together with an accurate record of the number of hours worked by each employee and the actual wages and fringe benefits paid therefor. Said records shall be open to inspection by the Comptroller of the City or their authorized representative at any reasonable time and as often as may be necessary and such records must not be destroyed or removed from their customary location for the period of one (1) year following the completion of the work under the Agreement.

24.0 PROOF OF INSURANCE

- A. The Proposer will provide proof of adequate insurance or demonstrate the ability to obtain said insurance to protect and insure St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City of St. Louis, Missouri and the City's Board of Aldermen and the Airport Commission; and their respective officers, agents, and employees (the "Insured Parties") and the Proposer, 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); and

- 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 Insured Parties, 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 Insured Parties for any purpose, and that employees of the Insured Parties are not employees of the Consultant.
- C. Consultant shall maintain Professional Liability Insurance providing coverage for the Consultant's performance of work, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of the Agreement and Consultant shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of the Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.
- D. The minimum limit of coverage for the Comprehensive Liability Insurance and Comprehensive Automobile Insurance coverage must equal a single limit of Two Million Dollars (\$2,000,000.00). 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 Proposer to name St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City of St. Louis, Missouri, and the City's Board of Aldermen and the Airport Commission; and their respective officers, agents, and employees as an "Additional Insured" under the Proposer's Comprehensive General Liability and Comprehensive Automobile Insurance and to indemnify St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City of St. Louis, Missouri, and the City's Board of Aldermen and the Airport Commission; and their respective officers, agents, and employees. The standard indemnification clause is set out below:

"The Consultant shall protect, defend, and hold St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City; the City's Board of Aldermen; the Airport Commission; and their respective officers, agents, and employees (the "Indemnified Parties") 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,. The Director or their 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 their designee, in carrying out its obligations hereunder. The provisions of this Section survive the expiration or early termination of the Agreement.”

25.0 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 Twenty Five Thousand Dollars (\$25,000.00) 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 shall 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 shall 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 5, entitled, "Proposal to Bond Form").

26.0 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 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. This request must include a copy of the proposed subcontract or agreement. At a minimum, any subcontract 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 subcontractors 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. Notwithstanding any other term or provision in the Agreement, the City may assign the Agreement at its sole discretion by providing Notice to Consultant as described above.

27.0 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.

- B. Information regarding the Missouri Unauthorized Aliens Law is available on the Missouri Attorney General's web site at <http://ago.mo.gov/faqs/unauthorized-alien-workers.htm>. Information regarding E-Verify can be found on U.S. Citizenship and Immigration Services' web site at <https://everify.uscis.gov/enroll/>.

28.0 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. Proposer 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 Proposer. Proposer 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. Proposer 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. Proposer 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 Proposer'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 Proposer of Airport Projects must be pre-approved in writing by the Airport's Public Relations Manager. Proposer 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 public communication about Airport Projects. Public Relations main number is: 314-426-8125.

29.0 CUSTOMER SERVICE

Proposer, 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. Proposer agrees that all employees performing service pursuant to the Agreement shall:

- A. Demonstrate excellent customer service at all times to every user of the Airport, as applicable.
- B. Act in a courteous and helpful manner at all times with travelers, fellow employees, and all other users of the Airport.
- 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.

30.0 LIVING WAGE

- A. Living Wage Requirements: Proposers are hereby advised that the City's Living Wage Ordinance 65597 ("**Ordinance**") and associated "**Regulations**" apply to the service for which Proposals are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the successful 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 D, 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 "Living Wage Acknowledgment and Acceptance Declaration" with its Proposal which is attached hereto as Exhibit C and incorporated herein (See **Proposer's Checklist Item 11**). 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 Agreement and the imposition of additional penalties as set forth in the Ordinance and Regulations.

Copies of Ordinance No. 65597 and associated Regulations, which are incorporated herein by reference, may be obtained by contacting:

Assistant Airport Director
Business Diversity Development
St. Louis Lambert International Airport®
P. O. Box 10212
St. Louis, Missouri 63145
Phone: (314) 426-8111

31.0. CIVIL RIGHTS GENERAL PROVISIONS

- A. In all its activities within the scope of its airport program, the Proposer agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- B. The above provision binds the Proposer and subcontractors from the bid solicitation period through the completion of the contract.

32.0. CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS

- A. During the performance of the contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”), 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 they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 contract 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 bidding 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 the 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 Consultant 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 the non-discrimination provisions of the contract, the

Sponsor 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 contract until the Consultant complies; and/or
- b. Cancelling, terminating, or suspending a contract, 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 contract, 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 USC § 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 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, *et seq*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];
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 USC § 1681, *et seq*).

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

34.0. 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. Proposer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Proposer 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). Proposer 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.

35.0. SEISMIC SAFETY

When applicable, the Proposer 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.

36.0. DISTRACTED DRIVING

The City encourages the Proposer to promote policies and initiatives for its employees and other work personnel that decrease accidents caused by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the Agreement. The Proposer 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.

37.0. CLEAN AIR AND WATER POLLUTION CONTROL

Proposer 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 Proposer 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. Proposer agrees to include this provisional requirement in all subcontracts that exceed \$150,000.

38.0 PRE-PROPOSAL MEETING

A pre-proposal meeting will be held via Zoom on January 16, 2023 at 1:30 PM. **Participation in the Pre-Proposal Meeting is voluntary, but highly recommended.** If you have questions regarding the meeting or wish to participate, please contact the Airport Properties Division via email at dfcumings@flystl.com. The link for the meeting is:

One tap US: [+1408-961-3927](tel:+1408-961-3927), [88143188525#](tel:+188143188525),... [*422509#](tel:+1422509) or [1855-758-](tel:+1855-758-1310)
mobile: [1310-88143188525#](tel:+11310-88143188525),... [*422509#](tel:+1422509) (Toll Free)

Meeting URL: <https://flystl.zoom.us/j/88143188525?pwd=d508DH0sUVBmERFimJi36EpXhclela.1>
Meeting ID: 881 4318 8525
Passcode: 422509

Join by Telephone

For higher quality, dial a number based on your current location.

Dial: +1 408-961-3927 US
1 855-758-1310 US Toll-free

Meeting ID: 881 4318 8525

Passcode: 422509

39.0 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.

40.0 PRECAUTIONARY MEASURES

- A. Proposer will exercise every precaution to prevent injury to persons, damage to property, and inconvenience to the City’s travelers, licensees, invitees, airlines

operating at the Airport, and other users of the Airport. Proposer will place watchmen, erect barricades and railings, give warnings, display lights, signals, or signs and exercise precautions against fire, or electrocution, and take other precautions as may be necessary, proper, and desirable.

- B. In coordination with the Airport Representative, Proposer shall comply with Social Distancing guidelines in effect at such time, which are recommended by the CDC, and/or required by the state and/or local health departments or governmental entities.
- C. Proposer shall be responsible for developing and implementing plans and procedures to prevent and mitigate the spread of COVID-19 or any other infectious disease within their work area to the maximum extent practical, with approval from the Airport Representative.

41.0 ANTI-DISCRIMINATION AGAINST ISRAEL ACT REQUIREMENT

- A. Proposers are advised that the Agreement executed with the successful Proposer pursuant to this RFP is subject to Section 34.600 of the Revised Statutes of Missouri 2000, as amended (the “**Anti-Discrimination Against Israel Act**”). As a condition for the award of the Agreement the successful Proposer will, **by sworn affidavit**, affirm it is not currently engaged in and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business with the State of Israel.
- B. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as Exhibit F entitled “Affidavit”. (See **Proposer’s Checklist Item 21.**) Each Proposer must submit the attached “Anti-Discrimination Against Israel Act Acknowledgment & Acceptance Declaration” with its Proposal (see attached Exhibit E, incorporated herein and **Proposer’s Checklist Item 20.**) Failure to submit this declaration with the Proposal will result in rejection of the Proposal. A successful Proposer’s failure to comply with the Provisions of the Agreement related to the Anti-Discrimination Against Israel Act may result in the termination of the Agreement by the City and other remedies available to the City at law or inequity. Proposer will deliver a fully executed original of the Affidavit (see Exhibit F), within twenty (20) days after notice to the successful Proposer of the award and prior to performing any work under the Agreement unless the Anti-Discrimination Against Israel Act does not apply to the award of the Agreement. The Anti-Discrimination Against Israel Act does not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to Contractors with fewer than ten (10) employees.

PROPOSER'S CHECKLIST

IMPORTANT NOTE

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 20 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 Airport Business Diversity Development at businessdiversity@flystl.com. Additional information and fillable PDF versions of Attachments 2, 3, and 4 are available at <http://www.flystl.com/bdd>.

1. **Statement of Qualifications**
See Sections 8.A through 8.K & 22.A
2. **Resumes of key managers**
See Sections 8.F & 22.B
3. **List of References**
See Sections 8.0 & 22.C
4. **Financial Statements**
See Sections 8.E & 22.D
5. **Certificate of Insurance**
See Sections 22.H & 24.0
6. **Cost Proposal Summary – Consultant & Subcontractors**
See Sections 7.0, 8.G, 8.J, & 22.K
7. **Completed Authorized Submission Form**
See Section 22.E & Attachment 1
8. **Completed M/WBE Utilization Plan**
See Section 22.F & Attachment 2

9. **Completed Good Faith Efforts Documentation Forms**
See Section 22.G; Attachment 3
10. **Proposal To Bond Form/Proposal To Bond on Surety Company Letterhead**
See Sections 22.I & 25.0; Attachment 5
11. **Living Wage Acknowledgement and Acceptance Declaration**
See Sections 22.Q & 30.0; Exhibit C
12. **Notice of Intent To Perform As A Subcontractor/Material Supplier**
See Sections 20.0 & 22.O; Attachment 4
13. **Missouri Unauthorized Aliens Law Acknowledgement & Acceptance Declaration**
See Sections 22.J & 27.0; Exhibit A
14. **Missouri Unauthorized Aliens Law Affidavit**
See Sections 22.J & 27.0; Exhibit B
15. **Licenses & State of Missouri Certificate of Good Standing**
See Sections 8.D & 22.L
16. **List of subcontractors**
To be included in the Statement of Qualifications (See Sections 8.H, 8.I, and 22.M, & 26.0)
17. **List of owners, directors, and officers**
See Sections 8.I & 22.N
18. **Location of principle office**
See Sections 8.K & 22.P
19. **Synopsis of Terminations & Debarments**
See Sections 8.M & 22.T
20. **Anti-Discrimination Against Israel Acknowledgement & Declaration**
See Sections 22.U & 41.0
21. **Anti-Discrimination Against Israel Affidavit**
See Sections 22.U & 41.0
22. **Subcontractor Business Information**
See Attachment 6

Attachment 1

Authorized Submission Form

AUTHORIZED SUBMISSION FORM

The undersigned, in submitting this Proposal, represents that he/she is authorized to obligate their 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 _____

Attachment 2

M/WBE Utilization Plan

Proposers, please see the pdf entitled "Solicitation Fillable Forms For RFP" located on the Airport website for the form in this attachment."

Attachment 3

M/WBE Good Faith Efforts Forms

Proposers, please see the pdf entitled “Solicitation Fillable Forms For RFP” located on the Airport website for the form in this attachment.”

Attachment 4

Notice of Intent to Perform as a Subcontractor and/or Material Supplier

Proposers, please see the pdf entitled "Solicitation Fillable Forms For RFP" located on the Airport website for the form in this attachment."

Attachment 5

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 25 entitled 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 6

Subcontractor Business Information

SUBCONTRACTOR BUSINESS INFORMATION
(Complete for EACH subcontractor to be utilized – attach additional pages as needed)

Business Name #1

Address (with Zip Code)

Federal Tax Identification Number

Business Name #2

Address (with Zip Code)

Federal Tax Identification Number

Business Name #3

Address (with Zip Code)

Federal Tax Identification Number

Business Name #4

Address (with Zip Code)

Federal Tax Identification Number

Exhibit A

**Missouri Unauthorized Aliens Law
Acknowledgment & 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 _____)
)SS.
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:

Exhibit C

Living Wage Ordinance Acknowledgement and 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: _____

Exhibit D

Living Wage Ordinance Adjustment Bulletin

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2023

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 **\$15.54** 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 **\$20.34** 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) The prevailing fringe benefits rate as required under the Ordinance and defined by Section 6.20.010 of the Revised Code of the City of St. Louis is **\$4.80** 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, 2023**. 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 [Living Wage – St. Louis Lambert International Airport \(flystl.com\)](http://Living Wage – St. Louis Lambert International Airport (flystl.com)) or obtained from:

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

Exhibit E

Anti-Discrimination Against Israel Act Acknowledgement & Acceptance Declaration

**ANTI-DISCRIMINATION AGAINST ISRAEL ACT
ACKNOWLEDGMENT & ACCEPTANCE DECLARATION**

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Bidder/Proposer's (Company) Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Bidder/Proposer, I hereby acknowledge that the Bidder/Proposer understands that the contract or agreement that will be executed with a successful Bidder/Proposer pursuant to this solicitation is subject to Section 34.600 of the Revised Statutes of Missouri 2000, as amended (the "**Anti-Discrimination Against Israel Act**"). If awarded a contract pursuant to this solicitation, the Bidder/Proposer hereby agrees to comply, if applicable, with the Anti-Discrimination Against Israel Act. I am authorized to make the above representations on behalf of the Bidder/Proposer.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Exhibit F

Anti-Discrimination Against Israel Act Affidavit

STATE OF _____)
) SS
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT
(Effective 8-28-2020) (Contracts in excess of \$100,000.00/Companies 10 employees or more)

Before me, the undersigned Notary Public, personally appeared

_____ (Name)

who, by me being duly sworn, deposed as follows:

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

I am the _____ (Position/Title) of _____ (Company) of

St. Louis.

I have the legal authority to make the following assertion:

Pursuant to RSMo. § 34.600, _____ (Company) of St. Louis is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Affiant

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

Notary Public

My Commission Expires:

Exhibit G

M/WBE Good Faith Efforts Presentation



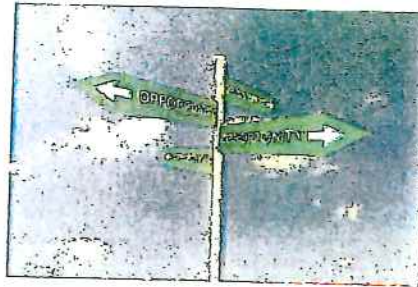
Good Faith Efforts

BDD looks at the

- Quality
- Quantity
- Intensity

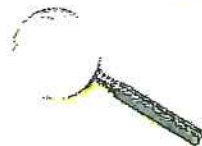
There is no set formula or checklist. Each solicitation is unique but...

Identify Subcontracting Opportunities



Search the Directory

**Search
Directory**



- Identify NAICS Codes
www.census.gov/naics
- Must include the primary area of work
- Search Directory
flystl.diversitycompliance.com


Searching the Directory



Contact the Firms




- Contract Name
- Owner (St. Louis Lambert International Airport)
- Your Firm with Your Contact Information
- Specific Scope of Work
- Full Specifications and Drawings (or access to them)
- Deadline for Response




Follow Up!

= Intensity




7

Document, Document, Document



- Firm Name
- Contact
- Scope Solicited
- Method of Solicitation
- Date and Time
- Response
- Comments (e.g., reasons the firm did not bid, reason firm was not selected)



8

Quality

- Did you identify sufficient areas of work to meet the goal?
- Did you identify firms with appropriate NAICS codes?
- Did you vet potential partners?
- Did you negotiate?
- What are your general practices around diversity and inclusion (not limited to this bid process)?

Quantity

- How many firms did you contact out of the available firms?

Intensity

- How often and what ways did you contact the firms?

Pitfalls



- Not identifying sufficient work areas
- Not including the primary scope of work in subcontracting opportunities
- Only contacting enough firms to meet the goal
- Not providing a narrative (in cases where goal is not met)
- Not providing adequate documentation to verify efforts

Contact Info

Business Diversity Development Compliance Team

BDD Compliance Team@flystl.com

314.426.8111



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