



ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®

REQUEST FOR PROPOSALS FOR

**SUPPORT SERVICES OF THE MICROSOFT DYNAMICS 365 FINANCE AND
OPERATIONS SOFTWARE SOLUTION**

RFP INFORMATION

Solicitation: Support Services of the Microsoft Dynamics
365 Finance and Operations Software Solution

The Airport is requesting proposals from qualified proposers
to perform the above support services.

Pre-Proposal Meeting: December 7, 2023, 11:30 AM (via ZOOM)

RSVP to Gigi Glasper at gxglasper@flystl.com

Questions Due: On or before December 11, 2023, 5:00 PM

Proposal Due Date: December 20, 2023, 2:00 PM

STL Contact: Gigi Glasper
Contract Supervisor
Airport Properties Division
(314) 890-1802
gxglasper@flystl.com



November 14, 2023

Prospective Proposers:

Attached is the Request for Proposals with Qualifications (**RFP**) for **Support Services of the Microsoft Dynamics 365 Finance and Operations Software Solution** at St. Louis Lambert International Airport.

Your full and complete **proposal must be submitted by 2:00 p.m. local time, December 20, 2023**, 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 10 of the RFP. If the proposals are mailed via regular mail, two (2) copies (one original and 1 copy) of each proposal must be submitted in a sealed envelope addressed to Gigi Glasper, Airport Properties at the address provided above, with the words "**Support Services of the Microsoft Dynamics 365 Finance and Operations Software Solution**" clearly written across the left hand face of the envelope.

A Pre-Proposal Meeting will be conducted via Zoom on **December 7, 2023 at 11:30 a.m. local time**. Interested proposers are invited to participate on that day at that time by using the information detailed in Section 35 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 gxglasper@flystl.com on or before **December 11, 2023**.

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 gxglasper@flystl.com.

Sincerely,


Gigi Glasper
Contract Supervisor

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.

- M/WBE prime proposer must include in its proposal or statement of qualifications proof of certification.

Incentive Credits	Contract Type	Eligible Groups
15% Credit	Professional Services Prime Contracts	African American Hispanic American Asian American Native American Women

Additional Key Items Established Under Ordinance 70767:

- **Mobilization Payments:** When applicable, subcontractors may request mobilization payments not to exceed 5% of their contract from the Prime Contractor when mobilization payments are approved as a contract line item for the Prime Contractor and receive mobilization payment no later than five business days before the subcontractor is required to mobilize to start their contracted work.
- **Liquidated Damages:** Liquidated Damages will be assessed in the event M/WBE goals are not met and “good faith efforts” have not been shown. Assessed Liquidated Damages may not exceed the M/WBE goal shortfalls.

Definition of Suppliers/Regular Dealers, Manufacturers and Brokers:

- A **Supplier or Regular Dealer** is 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.
- A **Manufacturer** is 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.
- **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.

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:

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M/WBE GOOD FAITH EFFORTS PRESENTATION

THE CITY OF ST. LOUIS AIRPORT AUTHORITY
REQUEST FOR PROPOSALS WITH QUALIFICATIONS FOR
“SUPPORT SERVICES OF THE MICROSOFT DYNAMICS 365
FINANCE AND OPERATIONS SOFTWARE SOLUTION”
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 support services of the Microsoft Dynamics 365 Finance Operations software solution 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 Support Services of the Microsoft Dynamics 365 Finance and Operations Software Solution 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 Airport Deputy Director Finance & Administration, or his/her designee.
“Authority”	This means the Airport Authority of The City of St. Louis.
“City”	This means The City of St. Louis, owner and operator of St. Louis Lambert International Airport®.
“Commencement Date”	This means the first day of the term of the Agreement, March 1, 2024, as provided for in Section 9.0.

“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 authorized or designated representative(s).
“Expiration Date”	This means the date the term of the Agreement ends which is February 28, 2027, as provided for in Section 9.0.
“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
“Proposal”	This means a response with qualifications to this RFP by a Proposer.
“Proposer”	This means a firm or company responding to this RFP.
“Provisions”	This means the terms, covenants, conditions, warranties, and specifications of the Agreement.
“Request For Proposals with Qualifications” or “RFP”	This means the document as defined in Section 1.0 above.

“Support Services”

This means the services as defined in Section 4.0.

3.0 OBJECTIVE

The City, acting through the Airport, invites the submission of proposals from qualified vendors for Support services of the Microsoft Dynamics 365 Finance and Operations software solution. The Microsoft Dynamics 365 Finance and Operations software licenses and Microsoft Azure hosted infrastructure have already been acquired by the Airport. Proposers must propose a comprehensive support effort for a centralized software solution that encompasses core financial management, purchasing, Fixed Asset Management, and Warehouse Management, along with Data Integrations to the City’s Oracle ERP system. Vendors are encouraged to provide a “best practice” solution for their support methods, and all support methods must, at a minimum, comply the requirements of this RFP.

Managed Services: the Airport intends to partner with the same support vendor for at least 3 years, with such vendor providing managed services and a single-point of contact for all issue resolutions (all Tier-level support, remote, 8/5) for the implemented Microsoft Dynamics 365 Finance and Operations application modules, databases, and Azure environments (Dev, Test, Prod) (collectively, the “Managed Services”). If you are interested in making your services available to the 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 subordinate agreements 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 agrees to provide the following services. The Consultant shall coordinate the services performed under the Agreement with the Airport Representative, including the Consultant’s work schedule which must be approved in writing by the Airport Representative.

A. **Services**

The Airport seeks a full scope of support services with a qualified vendor who has met the eligibility requirements as stated above for the Microsoft Dynamics 365 Finance and Operations software solution. These “Support Services,” as defined by the list below, must include, but are not limited to, the following:

- (1) Support for day to day operations for Airport users;
- (2) Support for current uses of Dynamics, including airport budget tracking, invoicing, payments, asset management as well as warehouse stock management;
- (3) Support of the existing Oracle integrations to City of St. Louis ERP system;
- (4) Support of integrations to E-Builder for project tracking and payment;
- (5) Testing and installing software upgrades and security patches for the Dynamics 365 versions when available or required by Microsoft, in consultation with Airport Information Technology (AIT);
- (6) Training of users and application administrators and provide skills transfer to the system administrators;
- (7) Bug fixes; and
- (8) Assistance with report writing and deployment.

The Airport has already acquired the necessary software licenses and hosted infrastructure and will maintain continue to purchase those services directly. The Managed Services must include a single-point of contact for all issue resolutions. The Vendor will support the AIT department’s functional day-to-day issues, bug fixes, updates, enhancements, process review and optimization, and overall Dynamics and Azure (Test, Prod) operations and maintenance.

Scope of Additional Services

The additional Services to be offered optional must include, but are not limited to, the following:

- (1) Enhancements/development of existing modules
- (2) Provide Break-fix Services when system defects are logged.
- (3) Software Documentation upkeep during enhancement.
- (4) Development/implementation of Dynamics modules not currently in use.

INTENTIONALLY LEFT BLANK

The service provider to provide support and maintenance based on the following resolution times:

Service response time:

Priority	Definition	Resolution Time
Priority 1 – Critical	Non-availability of a critical system by all users that cannot function for which an alternative solution or workaround is not immediately available. - Entire application system down - Loss of critical application function	4 hours
Priority 2 – High	A severe performance degradation or impaired functionality of a critical function. - Intermittent problems that have a high business impact - A critical business process has stopped which could lead to serious business impact	6 hours
Priority 3 – Medium	Non-critical function is unavailable, unusable, or difficult to use with some operational impact, but no immediate impact on service delivery and an alternate bypass is available. Business process or IT services are hindered by any system errors, but workaround measures are in place to ensure business continuity	8 hours
Priority 4 – Low	Affects only a few users. The non-critical function is unavailable, usable, or difficult to use with some operational impact but no immediate impact on service delivery and an alternate bypass is available. Cosmetic incidents that are not critical.	12 to 24 hours

B Communication Plan

Vendor shall conduct daily, weekly, or monthly status meetings or as needed with Airport to review progress of assigned tasks. These meetings will facilitate an update on overall contract status; identify obstacles, and provide assistance and coaching. Vendor shall distribute meeting documents in advance of meetings, to permit Airport an opportunity to review the documents and attend the meeting with a reasonable level of understanding and inquiries.

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 this 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 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 this 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.

6.0 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 Proposer shall invoice the City for all services ordered and performed in accordance with the Provisions of the Agreement. (See Section 7.D below.) All fees submitted by the Proposer will be subject to negotiation.

7.0 STATEMENT OF QUALIFICATIONS

All Proposers must prepare a “**Statement of Qualifications**” that describes, in detail, the organization of the Proposer’s firm and pertinent experience of the nature described in this RFP. Each Proposer shall submit a listing of clients for which the Proposer provides comparable services of the nature contemplated in this RFP. The listing of comparable experience must be provided as part of the Proposal and the listing of comparable project experience must provide names, contact persons, addresses, and phone numbers of at least three (3) responsible references for verification of experience. Proposers must specifically address the following:

Proposers must also specifically address the following in their written synopsis:

- A. Vendors will have implemented this solution for a government department with a similar profile to SLLIA’s. Vendors must provide customer references, which may also include past performance documentation/testimonials. SLLIA strongly prefers for Vendors to be authorized and accredited Microsoft Gold Partners for Enterprise Resource Planning, Dynamics, or Cloud solutions.
- B. Location of principal office where the work will be managed from.
- C. Resumes of key personnel, citing relevant experience in activities of the nature described in this RFP.
- D. Proposed Fee Structure.
- E. A complete list of all proposed subcontractors (See Section 23.0, “Assignment & Subcontracting”).
- F. A complete list of all owners, directors, and officers of the Proposer and all proposed subcontractors, sub-consultants, independent subcontractors, etc. (See also Section 23.0, entitled “Assignment & Subcontracting”).
- H. Proposer shall furnish the past three (3) fiscal or calendar year-ended completed financial statements prepared in accordance with generally accepted accounting principles and with an independent Certified Public Accountants (CPA) statement

attached, if said CPA's statement is available. Proposer's statements referenced above must include the following:

1. Balance Sheet;
 2. Statement of changes in financial position;
 3. Income statement; and
 4. All footnotes relative to the above statement.
- I. Any required licenses or certificates, as well as the Missouri Certificate of Good Standing (if applicable).
- J. Any additional information that may be relevant in assessing the qualifications, experience and ability of the Proposer.
- K. Proposer must submit as part of its Proposal a written synopsis, which fully discloses and explains either of the following events occurring in the last three (3) years:
1. any termination for cause of an Support Services contract in which the Proposer or the Proposer's affiliates, are or were a party to; and
 2. any debarment proceedings recommended or initiated, or debarment decisions against the Proposer or the Proposer's respective directors, officers or employees, including their respective affiliates.

Proposer must 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. (See Proposer's Checklist Item 19.)

For purposes of this Section 3.E, an "**affiliate(s)**" means a person or entity that directly or indirectly through one or more intermediates controls, or is controlled by, or is under common control with, the Proposer.

8.0 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. Carry out the services as described in Section 4.0, Scope of Work, as ordered, requested, and directed in writing by the Manager.
- C. Not subcontract, assign, or otherwise transfer any of the services or work to be performed under the Agreement without the prior written consent of the City. Failure to obtain prior written consent of the City will be deemed cause for termination of the Agreement. (See Section 23.0, "Assignment & Subcontracting").
- D. Be responsible for the employment and supervision of its own staff to carry out its obligations under the Agreement and be responsible for the performance and payment of professional services that it may hire subject to the Provisions of the Agreement in addition to the Consultant's regularly employed staff. (Section 23.0, "Assignment and Subcontracting").
- E. Be responsible for the professional quality, technical accuracy, and coordination of information and materials utilized to implement the services provided under the Agreement. The Consultant will, without any additional compensation, correct or revise errors or deficiencies for which it is responsible in the course of providing its services under the Agreement as determined by the Manager.
- F. Treat all knowledge of the City's intentions, operations or procedures, and business as confidential and regulated under 49 CFR 1520 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.
- G. Provide personal attention to and prompt services for all assignments. The Consultant understands and agrees that the City does not waive any rights or bases for any cause of action by the virtue of its review, approval, acceptance, or payment of any services provided by the Consultant under the Agreement.

9.0 TERM

The work of the Consultant under the terms of the Agreement will begin on the Commencement Date specified below and terminate when the work described therein is

completed, not to exceed thirty-six (36) months. The Agreement will be expressly subject to the City’s Charter and ordinances, and will not become effective or binding on the City until fully executed by all signatories of the City and delivered by the City to the Consultant.

Commence Date: March 1, 2024 Expiration Date: February 28, 2027

10.0 DUE DATE OF PROPOSAL

Written or Electronic Proposals will be received up until the hour of **2:00 P.M. Local Time, December 20, 2023**. All Proposals may be submitted in one of the following ways:

A. Written proposals must be addressed and delivered to:

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

Two (2) 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. Glasper at the address provided above, with the words “**RFP Support Services of the Microsoft Dynamics 365 Finance and Operations Software Solution**” 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:

Gigi Glasper GXGlasper@flystl.com

With copies also sent via email to:

Robert Salarano rcsalarano@flystl.com

Delia Cummings dfcummings@flystl.com

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

Proposals submitted electronically must be submitted in one PDF document, titled **“Support Services of the Microsoft Dynamics 365 Finance and Operations Software Solution”** 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. Glasper. 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.

11.0 RIGHTS

- A. The City reserves the right to reject any Proposal which, in the City’s sole and absolute opinion, the Proposer does not have the qualifications as stated in this RFP, including the necessary experience, the financial capacity or the ability to perform the Scope of Work, or any non-responsive Proposal or any Proposal submitted without the required information. In addition, any Proposal not in compliance with the procedural requirements for submitting a Proposal will be rejected.

The City reserves the right to reject any or all Proposals in whole or in part with or without cause; to negotiate for the modification of any Proposal; to advertise for new Proposals; to 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 records 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 Support services of the Microsoft Dynamics 365 Finance Operations software solution. 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.

12.0 PROPERTY OF THE CITY

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

13.0 QUESTIONS

- A. If the Proposer finds a discrepancy in, or omission from this document or any of its attachments, has any doubts as to their true meaning, or requires any additional information to prepare the Proposal, the Proposer must notify Ms. Glasper, St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Boulevard, MTN 2501, St. Louis, Missouri 63145, **in writing on or before December 11, 2023 at 5:00 PM local time.** The City will not be responsible for any oral instructions given with regard to the completion and submission of any Proposal. Any interpretation of this RFP or any of its attachments will be made only by the Airport in an addendum issued by the Airport. The City will not be responsible for any other explanations or interpretations of this RFP or any of its attachments. Questions received and responses provided will be made available to all Proposers via the addendum.
- B. The Proposer shall carefully examine the entire contents of this RFP including any attachments, addenda and the premises of the Airport, and shall judge for itself all circumstances and conditions affecting its Proposal.
- C. All information or data in the RFP and any subsequent addenda, while believed to be reliable, are to be used by the Proposer at its sole risk, and the City, its officers, employees, and agents do not accept any responsibility or liability in any fashion for its use by the Proposer in structuring a Proposal in response to this RFP.

14.0 NOT A CONTRACT

This RFP is not to be construed or interpreted as a contract or a commitment of any kind. Nor does it commit the City to pay for any costs incurred by the Proposer in the submission of a Proposal or for any costs incurred prior to the execution of a formal

contract with the City. The Proposer acknowledges and agrees that the submission of a Proposal in response to this RFP does not impose any legal obligation upon the City or the Proposer submitting the Proposal, nor does it create any contract or quasi contractual relationship between them.

15.0 SELECTION 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 16.0 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 6 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 11 entitled “Rights”).

1. RFP EVALUATION CRITERIA/FACTORS

- a. Firm’s ability and plan to satisfy and perform the Scope of Work; as outlined in the “Statement of Qualifications” (See Sections 7.A - 7.F; 7.I; 7K – 7.N) **(0 to 40 pts.)**
- b. Firm’s demonstrated ability, years of experience and amount of experience in providing **Microsoft Dynamics support (0 to 40 pts.)**
- c. Firm’s cost proposal to the City **(0 to 15 pts.)**
- d. Presentation (If Selection Committee request.) **(0 to 5 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 contractor’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.

$$[80 \text{ points} \times .15 = 12 \text{ point}] \quad [12 \text{ points} + 80 \text{ points} = 92 \text{ points}]$$

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

16.0 AWARD OF CONTRACT

A. The 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 Sections 11 and 15 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.

17.0 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.
1. "**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 consultant 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 15.D of this RFP for an example of how the 15% M/WBE incentive credit is calculated.)

D. Obligation:

1. The Consultant agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis Airport Authority provided under the Agreement. The Consultant will not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by the City of St. Louis Airport Authority.
2. A current Directory of M/W/BE 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. Consultant normally would perform all or most of the work of the contract.
 - f. Solicitation by mail only.
 - g. Restricting to only those general group of items which may be listed in bids under such headings "Items Subcontractible to M/WBE firms."

3. The demonstration of good faith efforts by the consultant must prove the Consultant actively and aggressively sought out M/WBEs to participate in the project.
4. The information provided will be evaluated to determine if the low Proposer is responsive. All the information provided must be accurate and complete in every detail. The apparent low Proposer's attainment of the M/WBE goal or demonstration of good faith effort will assist in determining the award of the contract.

F. **Eligibility:**

Consultant should access the online directory 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 Consultant 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 23.0. 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. Contractor acknowledges, stipulates and agrees that the Contractor'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 of Airports. 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.

18.0 NON-DISCRIMINATION IN EMPLOYMENT

- A. Consultant 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. Consultant 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 Consultant or City determine that Consultant 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 Consultant 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 Consultant to achieve the provisions of this program.

- D. Consultant 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 Consultant 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 Consultant 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 Consultant will have no claim for any damages against the City.
- F. Consultant will incorporate the above Sections 18.A through 18.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 Consultant is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with Sections 18.A through 4.E, such contractor will notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

19.0 REQUIRED SUBMITTALS

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

- A) Statement of Qualifications as provided for in Section 7.0, "Statement of Qualifications" (See Section 7.A).
- 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 project manager, who will be responsible for the Proposer's performance (See Sections 7.C, 7.E, & 7.F).
- C) Proposer's Listing of Experience/Reference as provided for in Section 7.A. The listing of comparable project experience must provide names, contact persons,

addresses, and phone numbers of at least three (3) responsible references for verification of experience.

- D) The Proposer's fiscal year-end Financial Statements for the last three (3) years (See Section 7.H).
- E) Completion of the Authorized Submission Form (**Attachment 1**).
- F) Proposer's plan for MBE/WBE Participation. (See Section 17.0, Minority and Women Business Enterprise (MBE/WBE) Participation for participation goals). Plan must include (1) the level of MBE/WBE participation the Proposer intends to achieve in the performance of a contract resulting from this RFP; (2) the type of work to be performed by the MBE and WBE participants; and (3) the names of the MBEs and WBEs the Proposer plans to utilize in the performance of a contract resulting from this RFP. The 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 21.0, "Proof of Insurance"**).
- I) Authorization from Surety firm of intent to provide a Performance Bond and Payment Bond (**See Section 22.0, "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 24.0, "Missouri Unauthorized Aliens Law" & Exhibit A & Exhibit B**).
- K) Fee Structure (See Sections 6 and 7.D).
- L) License(s) and Certificate of Good Standing (See Section 7.I).
- M) List of subcontractors to be included as part of the Statement of Qualifications and compensation for subcontractors (See Sections 7.D, 7.E & 23.0).
- N) List of owners, directors, and officers (See Section 7.F).

- O) Notice of Intent to Perform as a Subcontractor/Material Supplier (**See Section 17.0, Minority and Women Business Enterprise (MBE/WBE) and Attachment 4**).
- P) Location of principal office (See Section 7.B).
- Q) Living Wage Acknowledgement & Acceptance Declaration (See Section 27.0 & Exhibit C).
- R) Other in-house services. (See Section 7.J)
- S) Synopsis of Terminations and Debarments (See Section 7.K).
- T) Anti-Discrimination Against Israel Act Acknowledgement & Declaration and Affidavit. (See Section 39 and Exhibits E & F)

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

20.0 MINIMUM PREVAILING WAGE & FRINGE BENEFITS

- A. The Consultant 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 his/her authorized representative, in accordance with prevailing rates in the locality of the Metropolitan St. Louis area pursuant to 41 U.S.C. 351 et seq. as amended except for any person engaged in an executive, administrative or professional capacity. This section is subject to and 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 contractor 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. Consultant 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 his/her 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.

21.0 PROOF OF INSURANCE

- A. Proof of adequate insurance or the ability to obtain said insurance to protect and insure 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 "Insured Parties") and the Proposer, **on an occurrence basis**, against all claims and demands by third persons for bodily injury (including wrongful death) and property damages arising or alleged to arise out of the activities of the Proposer, its officers, agents, employees, subcontractors and independent contractors pursuant to the proposed contact under the following types of coverage:
1. Comprehensive General Liability; and
 2. Comprehensive Automobile Liability (all vehicles, including owned, hired and non-owned); 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. 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 Consultant to name 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 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; the City's Board of Aldermen; 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, unless and to the extent such injury, death or damage is caused by the gross negligence of the Indemnified Parties. The Director or his/her designee shall give to Consultant reasonable notice of any such claims or actions. The Consultant shall also use counsel reasonably acceptable to the City Counselor of the City or her/his designee, after consultation with the Director or his/her designee, in carrying out its obligations hereunder. The provisions of this section survive the expiration or early termination of the Agreement."

22.0 PERFORMANCE BOND & PAYMENT BOND

- A. At or prior to the execution of the Agreement, the Consultant shall execute a Performance Bond and a Payment Bond each in the amount of One Million Dollars (\$1,000,000.00) 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 Manager 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").

23.0 ASSIGNMENT & SUBCONTRACTING

- A. Consultant will not assign or transfer the Agreement without the prior written approval of the City, as provided for in Ordinance 63687 approved in 1996. At least ninety (90) days prior to any contemplated assignment of the Agreement, Consultant shall submit a written request to the City. This request must include a copy of the proposed assignment agreement. The City reserves the right to refuse such request without cause or justification. No assignment will be made or will be effective unless Consultant is not in default on any of the terms, covenants, and conditions of the Agreement. The parties to the Agreement understand and agree that the Consultant is and will remain responsible for the performance of its assigns under the Agreement. No assignment will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.
- B. Consultant will not subcontract or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director of Airports and such approval may be withheld by the City without cause or justification. At least sixty (60) days prior to any contemplated subcontracting of service or work, or the transfer of any part of the services or work to be performed hereunder, Consultant shall submit a written request to the Director. 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 subconsultants or agents under the Agreement. No subcontract or any other agreement will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement as provided for above.
- C. Any such assignment or transfer or subcontracting of services without the consent of the City, as provided for above, will constitute default on the part of the Consultant under the Agreement. No action or failure to act on the part of any officer, agent, or employee of the City will constitute a waiver by the City of this provision.

- D. 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.

24.0 MISSOURI UNAUTHORIZED ALIENS LAW

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

25.0 MEDIA INQUIRIES / ADVERTISING

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

publications.

- B. Consultant acknowledges and agrees that any printed articles, press releases, web articles, social media communications or case studies about an Airport Project must be approved in writing by the Airport's Public Relations Manager prior to being made public by the Consultant. Consultant will have no right to use the trademarks, symbols, logos, trade names or the name of the City or the Airport, either directly or indirectly, in connection with any production, promotional service, publication or advertising without the prior written consent of the Airport's Public Relations Manager.
- C. Consultant will treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Director, unless otherwise required by a court order or subpoena. Consultant will timely inform the City of any such order or subpoena prior to releasing said confidential information.
- D. Advertisements discussing an Airport Project must be approved by the Airport's Public Relations Manager in writing prior to publication or must include a prominent disclaimer that neither the City nor the Airport necessarily endorses the Consultant's work.
- E. Any quotes or testimonials from City or Airport staff may not be used unless pre-approved in writing by the Airport's Public Relations Manager.
- F. Photos taken by Consultant of Airport Projects must be pre-approved in writing by the Airport's Public Relations Manager. Consultant acknowledges and understands that some photos may contain security-sensitive information and publication may violate federal laws or regulations or Airport security rules or procedures.
- G. The Airport's Public Relations office must be given at least three (3) business days' notice to review request and materials. The Airport's Public Relations office coordinates media, web, postings, printed materials, advertisements and other public communication about Airport Projects. Public Relations main number is: 314-426-8125.

26.0 CUSTOMER SERVICE

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

- A. Demonstrate excellent customer service 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.

27.0 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 Bid will result in rejection of the Bid. 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

28.0. CIVIL RIGHTS GENERAL PROVISIONS

- A. In all its activities within the scope of its airport program, the Consultant 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 Consultant and subcontractors from the bid solicitation period through the completion of the contract.

29.0. CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS

- A. During the performance of this 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 this contract and the

Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a 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 this 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 Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 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 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 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 U.S.C. 1681, et seq).

30.0. FEDERAL FAIR LABOR STANDARDS ACT PROVISION

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 U.S.C. Section 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- B. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

31.0. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

32.0. SEISMIC SAFETY

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

33.0. DISTRACTED DRIVING

The City encourages the Consultant 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 Consultant must include the substance of this section in all subcontracts that involve driving a motor vehicle in performance of the work associated with the Agreement.

34.0. CLEAN AIR AND WATER POLLUTION CONTROL

Consultant agrees to comply with all applicable standards, Executive Orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec. 740-7671q) and the Federal Water Pollution Act as amended (33 U.S.C. Sec. 1251-1387). The Consultant agrees to report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency and the Federal Aviation Administration. Consultant agrees to include this provisional requirement in all subcontracts that exceed \$150,000.

35.0. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held via Zoom on December 7, 2023 at 11:30 AM. **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 gxglasper@flystl.com. The link for the meeting is:

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Hi there,

GIGI GLASPER is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

One tap US: [+1408-961-3927](tel:+1408-961-3927) or [1855-758-1310](tel:+1855-758-1310) (Toll Free)
mobile:

Meeting <https://flystl.zoom.us/j/83079313455?pwd=mXNFoYaRaaP08iaSzvPjf3NqN0hVGY.1>

URL:

Meeting ID: 830 7931 3455

Passcode: 657668

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: 830 7931 3455

International numbers

36.0 FACILITIES PROVIDED BY THE AIRPORT

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

37.0 PRECAUTIONARY MEASURES

- A. Consultant 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. Consultant 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. Consultant shall comply with Social Distancing guidelines in effect at such time that are recommended by the CDC in coordination with the Airport Representative.
- C. Any job related task where social distancing is impractical shall be completed with the appropriate level of PPE.
- D. Consultant 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.

38.0 BADGING

- A. *All* Consultant employees performing work under the Agreement *must* be issued, and *must* maintain, an Airport ID Badge issued by Airport Security Operations. The Airport will not escort Consultant or subcontractor employees.
- B. The Consultant will comply with all applicable federal, state and local governmental laws and regulations and Airport rules and regulations as amended.
- C. The Consultant at its cost will supply to and update as needed for the Airport Police Security Operations Bureau, a list of the Consultant's employees to be issued an Airport ID Badge.
- D. The Consultant will, when directed by the Airport Representative, schedule its employees to be issued an Airport ID Badge and fingerprinted for a criminal history check by the Airport Police Security Operations Bureau. The Consultant will maintain at all times adequate control of said identification badges. All employees issued identification badges will be required to attend the Security Identification Display Area (SIDA) class, and any other security or ID Badge-related training class required by the Airport.
- E. The Consultant will bear the cost of providing new and/or renewal badge for the Consultant's employees working under the Agreement. The cost for initial badging is \$85.00 per employee. This fee includes the cost of the badge, fingerprinting, mandatory Security Threat Assessment, and the SIDA class. Badges must be renewed every 12 months at a cost of \$35.00 per badge. The cost for status change, lost, stolen, or damaged identification badges and any associated training will be the sole responsibility of the Consultant. The

replacement cost for a lost badge is \$75.00 for the first badge, \$100.00 for the second badge, and \$175.00 for a third badge. No fourth badge will be issued. Rates for Airport ID Badges are subject to change during the term of the Agreement.

- F. Upon expiration or termination of Agreement or discontinuance of employment of any of the Consultant or subcontractor employees working under the Agreement, all Airport-issued keys and ID Badges shall be immediately surrendered to the Airport Representative or Airport Security Operations.
- G. 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, 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. The City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City.

39.0 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 Ant-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 17 of this RFP.)

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

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

1. **Statement of Qualifications**
See Sections 7.A through 7.K & 19.A
2. **Resumes of key managers**
See Sections 7.C & 19.B
3. **List of References**
See Sections 7 & 19.C
4. **Financial Statements**
See Sections 7.H & 19.D
5. **Certificate of Insurance**
See Sections 19.H & 21
6. **Cost Proposal Summary – Consultant & Subcontractors**
See Sections 6, 7.D, & 19.K
7. **Completed Authorized Submission Form**
See Section 19.E & Attachment 1
8. **Completed M/WBE Utilization Plan**
See Section 19.F & Attachment 2

9. **Completed Good Faith Efforts Documentation Forms**
See Section 19.G & Attachment 3
10. **Proposal To Bond Form/Proposal To Bond on Surety Company Letterhead**
See Sections 19.I, 22, & Attachment 5
11. **Living Wage Acknowledgement and Acceptance Declaration**
See Sections 19.Q and 27, Exhibit C
12. **Notice of Intent To Perform As A Subcontractor/Material Supplier**
See Sections 17, 19.O, & Attachment 4
13. **Missouri Unauthorized Aliens Law Acknowledgement & Acceptance Declaration**
See Sections 19.J & 24; Exhibit A
14. **Missouri Unauthorized Aliens Law Affidavit**
See Sections 19.J & 24; Exhibit B
15. **Licenses & State of Missouri Certificate of Good Standing**
See Sections 7.I & 19.L
16. **List of subcontractors**
To be included in the Statement of Qualifications (See Sections 7.E, 7.F, 19.M, & 23.0)
17. **List of owners, directors, and officers**
See Sections 7.F & 19.N
18. **Location of principle office**
See Sections 7.B & 19.P
19. **Synopsis of Terminations & Debarments**
See Sections 7.K & 19.S
20. **Anti-Discrimination Against Israel Acknowledgement & Declaration**
See Sections 19.T and 39
21. **Anti-Discrimination Against Israel Affidavit**
See Sections 19.T and 39

Attachment 1

Authorized Submission Form

AUTHORIZED SUBMISSION FORM

The undersigned, in submitting this Proposal, represents that he/she is authorized to obligate his/her firm and that the firm is not currently in arrears or default to the City upon any debt or contract and is not a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract within the last three years with the City.

Submitted by:

(Firm Name)

By:

(Signature)

(Typed or Printed Name)

_____ **(Title)** _____ **(Date)**

Address: _____

Telephone: () _____

Federal ID Number _____

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 22.0, PERFORMANCE AND PAYMENT BOND, in the event that the proposal of _____, the Proposer, is accepted by the City of St. Louis, Missouri.

Signature _____

Title _____

Date _____

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

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

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

CERTIFICATION AND COMPLIANCE MANAGEMENT SYSTEM

Vendor Certification
Search and/or join our database of certified vendors

System Training
Learn how to fully utilize our system with a live trainer

About the System
Learn more about the system and how it works today

Upcoming Events
View our upcoming events

Account Access
Locking Vendor accounts or reset user passwords


ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

5

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

STL ST. LOUIS LAMBERT
INTERNATIONAL AIRPORT. 7

Document, Document, Document



KEEP CALM AND DOCUMENT EVERYTHING

- 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)

STL ST. LOUIS LAMBERT
INTERNATIONAL AIRPORT. 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](mailto:BDD_Compliance_Team@flystl.com)

314.426.8111



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