OFFICE OF THE COMPTROLLER
CITY OF ST. LOUIS

**DARLENE GREEN**
Comptroller

212 City Hall
(314) 622-4389
FAX 622-4026

**August 20, 2012**

Prospective Respondents:

**Attached is a Request for Qualifications** (RFQ) **for Lambert-St. Louis International Airport®.**

**Your full and complete** response must be submitted by 5:00 p.m. Central Daylight Savings Time, Monday, September 10, 2012. **Seven (7) copies of each response must be submitted to my office and two (2) copies to the Airport Director as detailed in the RFQ.** In addition, please transmit a PDF copy of your response via email to our financial advisor, Siebert Brandford Shank & Co. LLC, to the attention of David Thomson at dthomson@sbsco.com and Nic Malas at nmalas@sbsco.com no later than 5:00 p.m. Central Daylight Savings Time on Monday, September 10, 2012.

**The City of St. Louis Comptroller's Office reserves the right to reject any and all responses, to advertise for new responses, to cancel this RFQ, and/or proceed to have the services performed otherwise. The submission of a response by a Respondent** shall not **in any way commit the City of St. Louis to enter into an agreement with any Respondent.**

**It is the policy of the City of St. Louis to provide disadvantaged, minority, and women owned businesses the maximum opportunity to participate in contracting opportunities.**

**All questions, clarifications and other inquiries regarding this RFQ are to be made to** David Thomson at dthomson@sbsco.com or Nic Malas at nmalas@sbsco.com**. Please do not contact the City or Airport during the proposal period with questions.**

**Sincerely,**

**Darlene Green**
COMPTROLLER

**Enclosure**

# THE CITY OF ST. LOUIS COMPTROLLER'S OFFICE

# REQUEST FOR QUALIFICATIONS FOR

# LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

## 1.0 INTRODUCTION

The Honorable Darlene Green, Comptroller of the City of St. Louis, Missouri (the "City") on behalf of the City and the Lambert-St. Louis International Airport ("Lambert" or the "Airport") is soliciting qualifications from interested parties to submit detailed applicable restructuring concepts and other approaches to improve the Airport's financial position.

Since 2000, the Airport has experienced significant passenger enplanement declines (from 15.2 million in 2000 to 6.2 million in 2011). Lambert's decline in enplanements, operating revenues and debt service coverage is primarily a result of signatory airline de-hubbing. Since 2000 the FAA has reclassified the Airport from a "large hub" airport to a "medium hub" airport. As such, the Airport is seeking ideas to address debt service costs, airline costs, and debt service coverage pressure, and to enhance its revenue profile.

The Airport's currently outstanding debt as of July 1, 2012 consists of $803 million of fixed rate revenue bonds, of which approximately 49.8% are callable bonds, with a final maturity of 2034. With this significant debt burden in mind, the Airport would like to explore refunding, restructuring, defeasance and other creative debt reduction strategies to reduce the Airports cost per enplaned passenger (CPE).

## 2.0 DEFINITIONS

| | |
|---|---|
| **Airport** | This shall mean Lambert-St. Louis International Airport®, which is owned by the City and is operated for the City by the Airport Authority of the City of St. Louis. |
| **Airport Director or Director** | This shall mean the Director of Airports of the City of St. Louis or his/ her authorized or designated representative(s). |
| **City** | This shall mean the City of St. Louis, owner and operator of Lambert-St. Louis International Airport®. |
| **Day(s)** | This shall mean consecutive calendar days unless otherwise expressly stated. |
| **Response** | Shall mean a response to this RFQ by a Respondent. |

**Respondent(s)** Shall mean a firm or company responding to this RFQ.

## 3.0 OBJECTIVE

The City is seeking qualifications from responsive and qualified respondents to assist it and the Airport in identifying creative ideas and strategies for reducing the impact of its outstanding debt and the related debt service at the Airport. While debt reduction is the primary goal, ideas to enhance revenue or improve operations and improve debt service coverage should be included.

Through this RFQ process a group of underwriters is expected to be retained to provide on-going structuring and debt reduction ideas to the Comptroller for a period up to three years. Selected underwriting firms may be asked to respond to additional requests for information for specific financing objectives during the 3 year term.

Notwithstanding the prior paragraph, underwriters who are not selected through this RFQ will not be restricted from proposing financing ideas to the Comptroller. All ideas will be given appropriate review.

## 4.0 SCOPE OF WORK

Under the direction from the City's Comptroller's Office and the Airport, the Respondent shall submit detailed applicable restructuring concepts and other approaches to improve the Airport's financial position.

Development of the debt reduction and/or revenue enhancement strategies will include, but not necessarily be limited to, the following:

1. Prepare a comprehensive strategy for opportunities to restructure, refinance or eliminate debt.
2. Identify creative financing strategies that will be beneficial to the Airport and the airlines.
3. Identify creative strategies to improve airport operations, management procedures and/or enhance revenues at Lambert keeping in mind that debt reduction is the primary goal.

The City has been very proactive in current and advance refunding callable bonds and completed a successful current refunding last month. The City is well aware that another current refunding opportunity will become viable next year for the 2003A Bonds which are callable on July 1, 2013. As such the City and the Airport are not interested in receiving updates to the refunding plan for next year's current refunding. Rather the City and the Airport are looking for unique and creative ideas to minimize the impact of the existing debt.

## 5.0 FEES

Appropriate fees will be negotiated once the responses are received and a debt reduction strategy is developed.

As noted in Section 4 above the proposed fees will not include already established plans for refunding callable bonds in 2013 and as such bonds become eligible for current refunding in future years.

## 6.0 STATEMENT OF QUALIFICATIONS

**To be Completed by All Respondents**

All Respondents must prepare a **"Statement of Qualifications"** that describes, in detail, the organization of the Respondent's firm and pertinent experience with long-term debt management for a large or medium size airport and/or revenue enhancement experience with similar airports.

A. Firm Profile

Respondent shall submit a statement of their corporate capabilities, including range of services offered for this RFQ, length of time in business, corporate structure, professional registration, licenses, professional affiliations, etc. Respondent should include documentation of knowledge, capabilities, certifications, and experience in restructuring of existing debt during a variety of economic and demand scenarios for large or medium hub airports and/or should be familiar with alternative revenue enhancement strategies.

Indicate your firm's deal list for the St. Louis Metropolitan Statistical Area (MSA) and rankings in the State of Missouri for the last five years. Also, discuss local employment and other factors demonstrating a commitment to the St. Louis region.

B. Experience

Respondent must explain the type and years of experience as well as demonstrate a working knowledge of airport debt financing and/or revenue enhancement strategies. Demonstrated knowledge of the impact of debt service on rates and charges is important. Provide examples of such debt management and revenue enhancement solutions in the last five years for other airports in the US and internationally. In addition, provide examples of how your firm has used the St. Louis MSA and/or the State of Missouri financing tools to restructure municipal debt or finance projects.

C. References

Each Respondent shall submit a list of clients for which the Respondent currently provides, or has provided, comparable services of the nature contemplated in this RFQ. The list of comparable experience must be provided as part of the Response and must state name of entity, contact person, address, and phone number of at least five (5) responsible references for verification of experience.

D. Authority

1. Respondent must currently be licensed to do business in the State of Missouri, or has applied for and meets the qualifications for obtaining a license to do business in the State of Missouri and can obtain the license prior to the commencement date of the agreement.

2. Respondent shall furnish a copy of Respondents license (Certified of Corporate Good Standing or completed license application submitted to the Secretary of State) to do business in the State of Missouri, if applicable.

3. Respondent shall furnish a copy of MBE/WBE participant's license (Certified of Corporate Good standing or completed license application submitted to the Secretary of State) to do business in the State of Missouri, if MBE/WBE participation is included, if applicable.

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

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

G. A complete list of all proposed subcontractors (see Section 23.0, Assignment & Subcontracting").

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

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

J. Please indicate whether your firm or any officers of your firm have been (in the past three years) or are currently the subject of an investigation by the industry regulatory body or any other state or federal entity related to municipal underwriting. If so, describe the nature of the investigation.

K. In the interest of full disclosure, please describe any civil or criminal legal investigations, pertinent litigation and/or regulatory action involving your firm or its employees that have transpired since January 2008 that could impact on your role or ability to serve the City. (Attachment #7)

Pursuant to MSRB Rule G-38, please disclose any consulting arrangements your firm has for obtaining municipal business in the City. In addition, please disclose if your firm has been in violation of the MSRB Rule G-37. It is important that we can rely on your firm to be in compliance with all pertinent rules of the industry regulatory bodies.

L. Proposed Debt Reduction Plan

1. Respondent shall submit a detailed plan of finance describing various debt reduction strategies related to the Airport's outstanding bonds. Your proposed debt reduction plan may include restructuring, refunding, defeasance, issuance through other possible conduit entities such as the State (if legal or appropriate) or any other creative debt reduction strategies. For each alternative presented (maximum of 3 scenarios) please include a detailed description of your proposed plan, summary of results table including present value impact and include all relevant detailed cash flows in the appendix.

2. ***As noted earlier, please do not propose or show refunding cash flows for the current refunding of the 2003 Revenue Bonds which are callable on July 1, 2013. The plan of finance for these candidates has already been established by the Comptroller's office and a separate request for qualifications will be issued in the future for this refunding transaction.***

3. Your proposed debt reduction strategy should also include the procedures the Respondent would implement related to the operational aspects and responsibilities of each MBE/WBE participant(s). Please also explain your company's ability to be responsive to the operating requirements of the Comptroller's Office and the Airport.

4. While the primary goal of the RFQ is to fully explore creative debt reduction opportunities, please discuss and describe any revenue enhancement strategies that could be implemented to help offset outstanding debt service and improve the airline cost structure of the Airport.

## 7.0 RESPONSIBILITIES OF THE RESPONDENT

In the performance of any agreement resulting from this RFQ, the Respondent shall:

A. Comply with the most recent and applicable municipal codes and ordinances and state and federal laws and regulations as they may be amended from time to time.

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

C. Not subcontract, assign and /or otherwise transfer any of the services or work to be performed under the agreement without the prior written consent of the City, and any failure to do so shall 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 Respondent'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 Respondent shall, without any additional compensation, correct or revise any errors or deficiencies for which it is responsible in the course of providing its services under the agreement as determined by the Comptroller and the Airport Director.

F. Treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the City, unless otherwise required by a court order or subpoena. The Respondent shall timely inform the City of any such order or subpoena prior to releasing said confidential information.

G. Provide personal attention to and prompt services for all assignments. The Respondent 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 respondent under the agreement.

## 8.0 TERM

A group of underwriters is expected to be retained by the Comptroller's office for a period not to exceed thirty six (36) months. Any agreement shall be expressly subject to the City's Charter and ordinances, and shall not become effective or binding on the City until fully executed by all signatories of the City and delivered by the City to the underwriters.

**Commencement Date: <u>October 1, 2012</u> Expiration Date: <u>September 30, 2015</u>**

## 9.0 DUE DATE OF RESPONSE

Written Responses will be received up until the hour of 5:00pm **Central Daylight Savings Time, Monday, September 10, 2012**. All Responses shall be addressed and delivered to:

**7 copies to:**
**Comptroller's Office**
**Attention: Candice Gordon**
**1520 Market St, Suite 3005**
**St. Louis, MO 63103**

**2 copies to:**
**Airport Director's Office**
**Attention: Rhonda Hamm-Niebruegge**
**Lambert-St. Louis International Airport**
**10701 Lambert International Blvd.**
**St. Louis, MO 63145-0212**

In addition, please transmit a copy of your response via email to both David Thomson at dthomson@sbsco.com and Nic Malas at nmalas@sbsco.com no later than 5:00 pm Central Daylight Savings Time on **Monday, September 10, 2012.**

Responses received after the due date and time, or not delivered to the designated point, will not be considered. The Response must be presented in a **sealed** envelope addressed to the "Contract Supervisor" at the address provided above, with the words "**Lambert RFQ**" plainly written across the left end face of the envelope. The name and address of the Respondent must also appear on the face of the envelope.

*All RFQ addenda will be issued on the City website. To access addenda, the respondent must locate "***Lambert RFQ***" at the following address:*
*http://stlouis-mo.gov/government/procurement.cfm*

## 10.0 RIGHTS/ RESPONSIBILITIES

A. The City reserves the right to reject any Response which, in the City's sole and absolute opinion, the Respondent does not have the qualifications or the necessary experience, the financial capacity or the ability to perform the Scope of Work, or any non-responsive Response or any Response submitted without the required information. In addition, any Response not in compliance with the procedural requirements for submitting a Response shall be rejected. The City reserves the right to reject any or all Responses in whole or in part with or without cause; to negotiate for the modification of any Response; to advertise for new Responses; 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 Respondent(s) has not submitted the required information, for the purpose of obtaining complete Responses and/or curing other defects in a Response. The City, in addition to the previously stipulated reservation, reserves the right to disqualify any Respondent and reject any Response submitted that is not, in the City’s sole and absolute discretion competent to perform the work and services contemplated in this RFQ. The submission of a Response by any Respondent shall not in any way commit the City to enter into a contract with that Respondent or any other Respondent. This list of the City’s rights is not all-inclusive.

B. More than one response from a Respondent under the same or different names will not be considered. Responses will be rejected if there is reason to believe collusion exists among Respondents and no participant in such collusion will be considered in future bids. The City reserves the right in its sole and absolute discretion to reject any response from any Respondent 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 obligation to the City or has failed in the City’s sole determination and discretion to perform properly, adequately, and/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 Response from any Respondent that is currently involved in litigation with the City regarding any previous contract obligation.

C. Respondent may submit an amended response before the deadline for receipt of responses. Such amended responses must be complete replacements for a previously submitted response and must be clearly identified as such in the transmittal letter. The Comptrollers' Office will not merge, collate or assemble response materials.

D. Respondents will be allowed to withdraw their responses at any time prior to the deadline for receipt of responses. The Respondent must submit a written withdrawal request signed by the respondent’s duly authorized representative(s) addressed to the Comptroller's Office and received by the Comptroller's Office prior to the deadline for the receipt of responses.

E. The Respondent assumes sole responsibility for the complete effort required in this RFQ. No special consideration shall be given after responses are opened because of a Respondent's failure to be knowledgeable of all the requirements of this RFQ. By submitting a response to this RFQ, the Respondent represents that it has satisfied itself, from its own investigation, of all the requirements of this RFQ.

**10.1 Audits**

The City of St. Louis and the City’s auditors and accountants shall be afforded access during the term of any contract adopted pursuant to this RFQ, and for five (5) years following termination, to all of the contractor’s books and records

without limitation whatsoever for the purpose of conducting audits. All books and records shall be open to inspection and/or reproduction to the extent necessary to adequately permit evaluation and verification of the firm's full compliance with contract documents. In those situations where the contractor's records have been generated from computerized data or records, in addition to hard copy (reports), contractor shall provide such information on disk or in a suitable alternative electronic format.

**10.2 Termination of RFQ by City.**

This RFQ may be canceled at any time and any and all responses may be rejected, in whole or in part, when the Comptroller's Office determines it is in the best interest of the City and/or the Comptroller's Office.

## 11.0 PROPERTY OF THE CITY

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

All Responses shall be considered public records, but may be deemed and treated as "closed" or "exempt" by the City, at the sole discretion of the City, pursuant to the City's understanding and interpretation of the laws of the State of Missouri. The City cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus, Responses and communications exchanged in response to this RFQ should be assumed to be subject to public disclosure.

## 12.0 QUESTIONS

A. If the Respondent 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 Response, he/she shall notify no one other than either David Thomson at dthomson@sbsco.com or Nic Malas at nmalas@sbsco.com. The City will not be responsible for any oral instructions given with regard to the completion and submission of any Response. Any interpretation of this RFQ or any of its attachments will be made only by duly issued addendum. The City will not be responsible for any other explanations or interpretations of this RFQ or any of its attachments.

B. The Respondent shall carefully examine the entire contents of this RFQ including any attachments and addenda, and shall judge for itself all circumstances and conditions affecting its Response.

C. All information or data in the RFQ and any subsequent addenda, while believed to be reliable, are to be used by the Respondent 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 Respondent in structuring a Response to this RFQ.

## 13.0 NOT A CONTRACT

This RFQ is not to be construed as a contract or a commitment of any kind by the City; nor does it commit the City to pay for any costs incurred by a Respondent in the submission of a Response or for any costs incurred prior to the execution of a formal contract with the City. Any cost incurred by the Respondent in preparation, transmittal, or presentation of any response or material submitted in response to this RFQ, including oral presentation and demonstration, if required, shall be borne solely by the Respondent. The submission of a Response to this RFQ does not impose any legal obligation upon the City or the Respondent submitting the Response, nor does it create any contract or quasi contractual relationship between the City or the Respondent.

## 14.0 SELECTION OF RESPONDENT

A. The selection will be made by a five (5) member committee (the **"Selection Committee"**) comprised of three members from the Comptroller's Office, one member appointed by the Mayor of the City, and one member from the Office of the President of the Board of Aldermen with input from the City's Financial Advisor for Lambert (Siebert Brandford Shank). The Selection Committee in its sole judgment and in the best interest of the City and the Airport will select the responsive Respondent(s) best qualified to perform the services described herein. The Respondent may contact only the Comptroller's Office for any questions. If the Respondent contacts any member of the Selection Committee, such contact may render the process invalid or eliminate the Respondent from the selection process. It is anticipated that the Selection Committee's selection of the Advisor(s) can be made within (30) thirty days after the receipt of the Responses.

B. A time will then be established by the City for finalizing the scope of work and the negotiation and drafting of the terms of the agreement, including without limitation, the fee structure with the selected Respondent(s). If a successful Respondent refuses or neglects to timely execute an agreement with the City or fails to timely furnish the required proof of insurance, 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 Respondent best qualified to perform the services, as determined by the Selection Committee, if selected, who shall be subject to the same procedures and timetables as provided herein. If the second best Respondent also fails or refuses to fully execute the agreement or fails to timely furnish the requested proof of insurance, bonds, affidavits, or other documents requested by the City, the next best Respondent, if selected, will be subject to the foregoing provisions and so on as determined by

the Selection Committee. Factors to be considered in the selection of the Respondent, shall include but not necessarily be limited to:

1. Responsiveness to this Request for Response;

2. Respondent's Experience & Capability to Perform the Work; as outlined in the Statement of Qualifications and Responsibilities of the Respondent;

3. Specialized experience, qualifications, and technical competence of the Respondent, its principals, project manager and key staff.

4. Ability of the Respondent to provide innovative solutions.

5. Approach to the project and any unusual problems anticipated.

6. The capacity and capability of the Respondent to perform the work within the time limitations.

7. Past record and performance of the Respondent with respect to schedule compliance, cost control, and quality of work.

8. Proximity of the Respondent to the City.

9. Fee or fee structure as may be appropriate for the designated service

10. Availability of financial and operating resources as required to complete the work.

11. M/WBE and/or DBE participation.

12. Ability of the Respondent to meet statutory or ordinance requirements.

13. Other items that arise as the result of the response or interview.

The Selection Committee reserves the right to interview or call for a presentation from any Respondent submitting a response and reserves the right to discuss the responses with any or all Respondents.

## 15.0 AWARD OF CONTRACT, NEGOTIATION AND OTHER PROVISIONS

A. The agreement, if awarded, shall be awarded by the City to the responsive Respondent who, in the City's sole and absolute judgment, best meets the requirements as specified in the RFQ. Responsiveness, experience, and qualifications will be determined from the information furnished by the

Respondent in the submitted Response, in interview sessions, if held, as well as from other sources determined by the City. After award of the agreement(s), each Respondent selected will meet with the Comptroller's Office and Airport Staff to finalize terms and fees for the work described in Section 4.0, "Scope of Work" of this RFQ.

B. The award of the agreement to a successful Respondent under this RFQ as well as the provisions and terms of the agreement to be awarded must be approved by the Board of Estimate and Apportionment.

C. The City reserves the right to negotiate contract terms with any Respondent to this RFQ.

D. This RFQ, and any agreement with selected Respondent(s) that may result, shall be governed by the laws of the State of Missouri.

E. In connection with the furnishing of goods and services under any contract resulting from this RFQ, the contractor(s) shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

F. Any contract or agreement that results from this RFQ is subject to annual appropriation by the City. Any contract or agreement that results from this RFQ is voidable at any time by the City if appropriation by the City for the services under the contract or agreement is not made.

G. Each Respondent, in seeking, receiving or possessing this RFQ and/or in submitting a response, does release, indemnify, and hold the City and its various employees, representatives and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the City as a result of issuing this RFQ, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

## 16.0 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 small business concern as defined in Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a minority or, in the case of a corporation, at least 51

percent of the stock or which is owned by one or more individuals who are minorities; and whose management and daily business operations are controlled by one or more individuals who are Asian American, Black American, Hispanic American or Native American; and located in the Metropolitan St. Louis Area.

2. "**Women Business Enterprise**" or "**WBE**" means a small business concern as defined in the Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a woman or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more individuals who are women; and located in the Metropolitan St. Louis Area.

B. Policy:

It is the policy of the City 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 subrecipients through the competitive bidding process. The provisions of this Policy shall 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 shall be liberally construed for the accomplishments of its policies and purposes.

C. Goal:

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

D. Obligation:

1. The Respondent 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 Respondent shall 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.

2. A current Directory of M/W/DBE certified firms is available online at http://www.mwdbe.org under the Business Profile Directory link. A paper copy of the Directory may be requested at the Airport DBE Program Office, Lambert – St. Louis International Airport®, P.O. Box 10212, St. Louis, Missouri 63145 or by calling (314) 426-8111.

E. Eligibility:

A Respondent should contact the City of St. Louis Airport Authority DBE Program Office to obtain a list of eligible MBEs/WBEs and to determine the eligibility of the MBE/WBE firms it intends to utilize in the agreement.

F. Counting MBE/WBE Participation Toward Goals:

MBE/WBE participation towards the attainment of the goal will be credited on the basis of the total subcontract prices agreed to between the Respondent and sub-contractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan. ***Firms must be certified prior to the submittal of responses in order to be used to fulfill the participation goals.***

G. Post Award Compliance:

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

H. Substitution of MBE/WBE Firms After Award:

1. The Respondent shall conform to the scheduled amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Respondent shall immediately notify the City of St. Louis Airport Authority DBE office prior to replacement of the firm.

2. Substitutions of MBE/WBE must be approved in writing by the Director. (See Section 24) 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. Respondent understands, warrants, and agrees that it shall not cancel or terminate its agreement with the MBE/WBE without cause and shall timely forward supporting documentation substantiating the cause of the default or termination to the Director for review.

I. Good Faith Efforts:

When the M/WBE goals cannot be met, the Respondent shall document and submit justification utilizing the Respondent's Good Faith Efforts Report form and provide a statement as to why the goals could not be met. The quality and intensity of the Respondent's good faith efforts will be evaluated by the City. The Respondent must demonstrate the good faith efforts taken to meet the M/WBE goals, including but not limited to the following:

l. 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.

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

3. 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.

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

a. 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.

b. 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.

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

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

5. Absence of any agreements between the Respondent and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other respondents.

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

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

8. Attendance at any meeting scheduled by the user department, or the SLDC to encourage better Respondent –sub Respondent relationships, forthcoming M/WBE utilization opportunities (i.e. pre-bid, workshops, seminars), etc.

9. Advertisement, in general circulation media, trade association publications, disadvantaged-focused media, of interest in utilizing M/WBEs and area of interest.

10. 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.

11. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.

a. M/WBE unable to provide performance and/or payment bonds.

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. Respondent 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 response under such headings "Items Subcontractible to M/WBE firms".

12. The demonstration of good faith efforts by the Respondent must, in the end, prove the Respondent had actively and aggressively sought out M/WBEs to participate in the project.

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

J. Award Procedure and Documentation:

The Respondent is required to submit with its Response the following information to demonstrate the Respondent's intended participation by MBEs or to demonstrate that good faith efforts have been made to attain the MBE/WBE goal. The information to be furnished shall consist of:

1. The names and addresses of the MBE/WBE firms to be used on contract.

2. A list of items of work to be performed by the MBE/WBE.

3. The dollar value of the work to be performed or goods and services provided by the MBE/WBE or the Respondent 's Good Faith Efforts Report and a statement as to why the goal could not be met.

K. Record Keeping Requirements:

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

L. Reporting Requirement:

The Respondent shall submit quarterly reports on MBE/WBE involvement to the City of St. Louis Airport Authority DBE Office. Actual payments to

MBEs/WBEs will be verified. These reports will be required until all MBE/WBE subcontracting activity is complete or the MBE/WBE goal has been achieved.

M. Applicability Of Provisions To MBE/WBE Respondents:

These provisions are applicable to all Respondents including MBE/WBE Respondents. If the MBE/WBE Respondent intends to sublet any portion of the agreement, the MBE/WBE Respondent shall comply with provisions regarding Respondent and sub-contractor relationships.

## 17.0 AFFIRMATIVE ACTION/NON-DISCRIMINATION

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

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

## 18.0 REQUIRED SUBMITTALS

In order for a Respondent to be considered responsive, the Respondent 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** Respondents shall submit the following evidence that they are fully competent to perform the services contemplated under this RFQ 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 RFQ. **Each** Respondent must include a narrative or complete appropriate forms addressing the following:

A. Statement of Qualifications as provided for in Section 6.0, “Statement of Qualifications.”

B. Resumes for the key managers or executives who will be responsible for the Respondent’s performance. (See Section 6.G)

C. A list of five (5) business references, including a contact person’s name and complete address and telephone number for each reference. The five (5)

references requested in Section 6.0 entitled "Statement of Qualifications" shall be included as part of this business reference list.

D. The Respondent's fiscal year-end Financial Statements for the last two (2) years. The required Financial Statements provided by the Respondent hereunder shall be confidential and will not be made available to anyone other than those members of the City involved in the evaluation of subject responses unless otherwise required by law. (See Section 6.E)

E. The Respondent must provide narrative showing the firm's approach to the project, the nature of the service that the firm is proposing for the project, given this RFQ's stated objective and scope of work. **This narrative must include a preliminary work plan summarizing the methodologies to be used by the Respondent in completing the services contemplated herein, and establishing an approximate timeline with benchmarks for meeting the Airport's goals for development and implementation of the SMS.**

F. Completion of the Authorized Submission Form **(Attachment 1)**.

G. Respondent's plan for MBE/WBE Participation. (See Section 16.0, Minority and Women Business Enterprise MBE/WBE Participation for participation goals). Plan must include (1) the level of MBE/WBE participation the Respondent intends to achieve in the performance of a contract resulting from this RFQ; (2) the type of work to be performed by the MBE and WBE participants; and (3) the names of he MBEs and WBEs the Respondent plans to utilize in the performance of a contract resulting from this RFQ. The Utilization Plan **(Attachment 2)** must be submitted. **Even if the Respondent is a certified DBE, MBE, or WBE, the Plan MUST be completed and submitted with the Response.**

H. Documentation of Respondent's efforts to maximize MBE/WBE participation. This information is required **whether or not** the Respondent indicates intent to achieve contract goals. The Good Faith Efforts Report **(Attachment 3)** must be submitted.

I. Completion of all four pages of the City's Civil Rights Enforcement Agency **(CREA)** forms **(Attachment 4)** is required. **All pages** must be completed by the Respondent and included with the Response.

J. Certificate(s) of Insurance or statement from insurance company **(See Section 21.0, "Proof of Insurance")**.

K. Authorization from Surety firm of intent to provide a Performance Bond and Payment Bond in the amount of $2,000.00 each **(See Section 22.0, "Performance and Payment Bond" and Attachment 5, entitled "Response To Bond Form"). A completed Response to Bond Form or a Response to Bond**

**on Surety Company stationery must be provided with the Respondent's Response.**

L. Living Wage Acknowledgement and Declaration (**See Section 24.0, "Living Wage"**) (Attachment #6)

M. Missouri Unauthorized Aliens Law Acknowledgement and Declaration (**See Section 25.0, "Missouri Unauthorized Aliens Law"**) (Exhibit B & C)

L. Fee Structure (See Section 5.0)

M. Legal Disclosure Certificate (Attachment #7)

***Please note that all Respondents MUST submit all of the above mentioned items with their Response.***

## 19.0 BUSINESS LICENSE

The successful Respondent, and all proposed sub Respondents prior to the execution of the agreement, shall have a business license with the City of St. Louis, which is valid. In addition, if applicable, the Respondent and any sub Respondents must have the proper license to do business in Missouri issued by the Secretary of State, which is valid at the time of the agreement's execution.

## 20.0 MINIMUM PREVAILING WAGE & FRINGE BENEFITS

The successful Respondent shall pay to employees and sub- Respondent'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.

## 21.0 PROOF OF INSURANCE

A. Proof of adequate insurance or the ability to obtain said insurance to protect and insure the City, its Board of Aldermen, Airport Commission, officers, agents, and employees and the Respondent, **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 Respondent, its officers, agents, employees, sub- Respondents and independent

Respondents pursuant to the proposed contact under the following types of coverage:

1. Comprehensive General Liability
2. Comprehensive Automobile Liability

B. The minimum limit of coverage for the Comprehensive Liability Insurance, and Comprehensive Automobile Insurance shall equal a single limit of Two Million Dollars ($2,000,000.00). A current Certificate(s) of said Insurance, response to insure, or statement from Respondent's insurance company acknowledging that this requirement can be met must be submitted with the Response. Respondent shall also submit a current Certificate of Insurance or response to insure from the Respondent's insurance company for Workmen's Compensation and Employer's Liability. The Respondent acknowledges and agrees that the agreement shall require the Respondent to name the City of St. Louis, its Board of Aldermen, Airport Commission, officers, employees, and agents as an "**Additional Insured**" under the Respondent's Comprehensive General Liability and Comprehensive Automobile Insurance policy and to indemnify said City. The City's standard indemnification clause is set out below and the City does not anticipate making any changes to its standard indemnification clause:

"The Respondent shall protect, defend, and hold St. Louis County, City, its Board of Aldermen, the Airport Commission, officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to the agreement and/or the use or occupancy of the Airport or the City's premises and/or the acts or omissions of respondent's officers, agents, employees, representatives, respondents, subcontractors, licensees, invitees, or independent contractors regardless of where the injury, death, or negligence of the City. The Director or his/her designee shall give to respondent reasonable notice of any such claims or actions. The respondent 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 shall 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 respondent shall execute a Performance Bond and a Payment Bond each in the amount of Two Thousand Dollars ($2,000.00) 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

B. 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 Contractor shall notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bond and/or Payment Bond and if the Contractor's Performance Bond and/or Payment Bond is terminated, cancelled, not renewed or extended, the Contractor 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/or 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, shall be given to the Manager for review and approval before the respondent performs any work under the agreement.

C. Respondent shall submit with its Response a completed "Response to Bond Form" executed by the Respondents Surety Company or a Response to Bond on the Surety Company's stationary (See Attachment 5, entitled, "Response to Bond Form").

## 23.0 ASSIGNMENT & SUBCONTRACTING

A. Respondent shall 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 90 days prior to any contemplated assignment of the agreement, respondent 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 shall be made or shall be effective unless respondent shall not be in default on any of the terms, covenants, and conditions of the agreement. The parties to the agreement understand and agree that the respondent is and shall remain responsible for the performance of its assigns under the agreement. No assignment shall 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. The respondent shall not subcontract and/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 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, respondent shall submit a written request to the Director of Airports. This request must include a copy of the proposed subcontract or agreement. At a minimum, any sub contract or other agreement must require strict compliance

with the terms, covenants, and conditions of the agreement. The parties understand and agree that the respondent is responsible for the performance of its sub-contractors or agents under the agreement. No subcontract or any other agreement shall 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, shall constitute default on the part of the respondent under the agreement. No action or failure to act on the part of any officer, agent, or employee of the City shall constitute a waiver by the City of this provision.

## 24.0. LIVING WAGE

A. Living Wage Requirements: Respondents are hereby advised that the City's Living Wage Ordinance 65597 ("**Ordinance**") and associated "**Regulations**" apply to the service for which responses 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 Respondent and the City must be paid a minimum of the applicable Living Wage rates set forth in the attached Living Wage Bulletin (see **Exhibit A**), and, if the rates are adjusted during the term of the agreement pursuant to the Ordinance, applicable rates after such adjustment is made. Each Respondent must submit the attached "Living Wage Acknowledgment and Acceptance Declaration" (see **Attachment 6**) with its Response. Failure to submit this declaration with the Response will result in rejection of the Response. A successful Respondent's failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the contract and the imposition of additional penalties as set forth in the Ordinance and Regulations.

B. Living Wage Compliance Provisions: The agreement to be awarded under the RFQ is subject to the St. Louis Living Wage Ordinance Number 65597 ("**Ordinance**") and the "**Regulations**" associated therewith as may be amended from time to time, which are incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and respondent hereby warrants, represents, stipulates, and agrees to comply with these measures:

1. Minimum Compensation: respondent hereby agrees to pay an initial hourly wage to each employee performing services related to the agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (See **Exhibit A**). The initial rate shall be adjusted each year no later than April 1, and respondent hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living

Wage Bulletin is issued.

2. Notification: respondent shall provide the Living Wage Bulletin to all employees together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the respondent's employees within thirty (30) days of contract execution for existing employees and within thirty (30) days of employment for new employees.

3. Posting: respondent shall post the Living Wage Bulletin, together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the respondent's employees, in a prominent place in a communal area of each worksite covered by the agreement.

4. Subconsultants – respondent hereby agrees to require subconsultants or subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subconsultants. respondent shall include these Living Wage Compliance Provisions in any contract with such Subconsultants.

5. Term of Compliance – respondent hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to the agreement is being performed by respondent's employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.

6. Reporting: respondent shall provide the Annual Reports and attachments required by the Ordinance and Regulations.

7. Penalties: respondent acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations may result in penalties specified in the Ordinance and/or Regulations, which penalties may include, without limitation, suspension or termination of the agreement, forfeiture and/or repayment of City funds, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.

## 25.0 MISSOURI UNAUTHORIZED ALIENS LAW

A. Requirements: Respondents are hereby advised that the agreement that will be executed with the successful Respondent pursuant to this RFQ 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 Respondent, 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 Respondent 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 "C"** entitled "Affidavit". Each Respondent must submit the attached "Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration" with its Response (see attached **Exhibit "B"**, incorporated herein). Failure to submit this declaration with your Response will result in rejection of the Response. A successful Respondent'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/or 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 Respondent shall promptly and timely deliver a fully executed original of the Affidavit (see Exhibit "C") including required documentation in accordance with the Missouri Unauthorized Aliens Law, within twenty (20) days after notice to the successful Respondent of the award and prior to performing any work under the agreement.

B. Information regarding the Missouri Unauthorized Aliens Law is available on theMissouri 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/.

**IMPORTANT NOTE**

**Please review the enclosed bidder's/Respondent's checklist VERY carefully. ALL Respondents MUST SUBMIT <u>EACH</u> AND <u>EVERY</u> DOCUMENT LISTED ON THE CHECKLIST.**

**Note to certified DBEs, MBEs and WBEs: 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 D/M/WBE Utilization Plan along with your chosen D/M/WBE subconsultants, if any.**

**A Good Faith Efforts report should be submitted by ALL Respondents, regardless of the level of participation on the Utilization Plan.**

**ONLY certified MBEs, WBEs, and DBEs (as noted in the document!!) may be counted towards participation goals! Read the related solicitation specification carefully!**

**Any and all questions about the MBE/WBE/DBE Program and what companies are and are not certified may be answered by the Airport Certification and Compliance Office at (314) 551-5000. Or see the web: http://www.mwdbe.org.**

**ALL RESPONDENTS MUST SUBMIT <u>ALL</u> DOCUMENTS WITH THEIR BIDS OR RESPONSES!**

_____ Statement of Qualifications (See Section 6, & 18A)

_____ Resumes (See Sections 6.G & 18.B)

_____ List of References (See Sections 6 & 18.C)

_____ Office Location (See Section 6.F)

_____ Financial Statements (See Sections 6.E & 18.D)

_____ Certificate of Insurance (See Sections 21 & 18.J)

_____ Fee Structure (See Sections 5, & 18.N)

_____ Narrative of Firm's Approach (See Section 18.E)

_____ Authorized Submission Form (Attachment #1)

_____ MBE/WBE Utilization Plan (Attachment #2)

_____ MBE/WBE Good Faith Efforts Report (Attachment #3)

_____ CREA Forms (Attachment #4)

_____ Response to Bond Form or response to Bond on Bond Company stationery
(See Sections 18.K & 22) (Attachment #5)

_____ Living Wage Acknowledgement Form (See Section 24) (Attachment #6)

_____ MO Unauthorized Aliens Law Acknowledgement Form (See Section 25) (Exhibit B & C)

_____ Legal Disclosure Certificate (Attachment #7)

**ATTACHMENT 1**

**AUTHORIZED SUBMISSION FORM**

**AUTHORIZED SUBMISSION FORM**

**The undersigned, in submitting this Response, 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**

**ST. LOUIS AIRPORT AUTHORITY**
**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE UTILIZATION PLAN**

CONTRACT NAME: _____

NAME OF SERVICE PROVIDER: _____

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

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

NOTE: Firms must be certified prior to bid opening, in order to count towards the City's MBE/WBE goals.

| FIRM NAME<br>ADDRESS<br>PHONE NUMBER<br>CONTACT PERSON<br>FEDERAL ID NO. | CERTIFYING<br>AGENCY<br>CERT. DATA<br>CATEGORY<br>CERTIFICATION NO. | BID ITEM(S) OF WORK<br>TO BE PERFORMED/<br>MATERIALS SUPPLIED | BID<br>AMOUNT |
|---|---|---|---|
| (a) | (b) | (c) | (d) |
| | | | |
| | | | |
| | | | |
| | | | |

TOTAL DOLLAR AMOUNT OF CONTRACT: $_____
TOTAL DOLLAR AMOUNT OF MBE SUBCONTRACTS: $_____ PERCENT MBE: _____
TOTAL DOLLAR AMOUNT OF WBE SUBCONTRACTS: $_____ PERCENT WBE: _____

NOTE: The dollar amount of subcontracts for materials and supplies, under most circumstances, may only be counted at 20% of the total contract amount.

_____ _____
AUTHORIZED SIGNATURE DATE

**ATTACHMENT 3**

**M/WBE GOOD FAITH EFFORTS FORMS**

**ST. LOUIS AIRPORT AUTHORITY**
**MBE/WBE ENTERPRISE UTILIZATION**
**RESPONDENT'S GOOD FAITH EFFORTS REPORT**

CONTRACT NAME: _____

NAME OF RESPONDENT: _____

In addition to the minority and women owned business enterprises (MBE/WBEs) that are listed and proposed for utilization on this contract, the following MBE/WBEs were also contacted regarding this contract. However, the respondent is unable to utilize these firms for the reason indicated below:

| FIRM NAME<br>ADDRESS, PHONE #<br>CONTACT PERSON | BID ITEM(S)<br>SUPPLIES, SERVICES, OR<br>MATERIALS FOR WHICH<br>A BID WAS REQUESTED | BID AMOUNTS | DATE & METHOD<br>OF SOLICITATION | COMMENTS<br>REASON REJECTED |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

_____ _____
AUTHORIZED SIGNATURE DATE

**MINORITY/WOMEN BUSINESS ENTERPRISE UTILIZATION**

**GOOD FAITH EFFORTS REPORT (continued)**

Please indicate those efforts you made to maximize the participation of minority and women business enterprises (MBE/WBEs) on this contract.

| | YES | NO |
|---|---|---|
| Attend the pre-bid conference held on this contract. | | |
| Selected portions of work proposed to be performed by MBE/WBEs in order to increase the likelihood of meeting the stated goals. | | |
| Solicited individual MBE/WBEs by written notification at least (14) calendar days prior to bid opening to participate in the contract as a subconsultant, supplier, manufacturer, consultant, or service agency for specific items or types of work. | | |
| Notified, in writing, organizations which provide assistance in recruitment and placement of MBE/WBEs of the type of work, supplies, or services being considered on this contract. | | |
| Made efforts to negotiate with MBE/WBEs for specific items of work. Made efforts to assist MBE/WBEs that requested assistance in obtaining bonding, insurance, or line of credit required to participate in the contract. | | |
| Advertised in general circulation media, trade association publications, and MBE/WBE focused media for MBE/WBEs to participate on this contract.<br><br>Publication: _____ Date _____<br>_____ _____ | | |
| List the minority and women community organizations; Consultant's groups; local, state, and federal minority and women business assistance offices; and other organizations that provide assistance in recruitment of MBE/WBEs you contacted related to achieving maximum participation of MBE/WBEs on this contract.<br>Please note the name of the person contacted and the date of contact.<br><br>Organization: _____<br>Contact Person: _____<br>Date: _____<br><br>Organization: _____<br>Contact Person: _____<br>Date: _____ | | |

## GOOD FAITH EFFORTS DOCUMENTATION

A. Pre-Award Good Faith Efforts

A determination of "good faith efforts" becomes necessary before the award of the contract if the low bidder cannot meet the project M/WBE goals Good faith efforts should be aggressive and sincere for the specific project and go far beyond the pro forma or simple paperwork exercises. Efforts should include written communication, personal contact, follow-up and earnest negotiations with M/WBEs. Good faith efforts must occur prior to bid opening. Documentation of a bidder's good faith efforts should minimally consist of the following:

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

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

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

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

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

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

4. Services of the City and its supportive services Contractor (MOKAN and CAP) were used by the bidders in the effort to reach the contract goal.

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

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

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

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

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

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

C. Evidence of M/WBEs contacted

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

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

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

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

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

    a. The bidder attended the City's Pre-Bid Conference scheduled to inform M/WBEs of contracting and subcontracting opportunities.

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

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

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

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

D. Post Award Good Faith Efforts

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

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

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

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

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

   a. Contact the SLAA for assistance.

   b. Contact the City's supportive services Contractor for assistance.

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

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

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

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

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

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

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

**ATTACHMENT 4**

**CREA FORMS**

**CITY OF ST. LOUIS**

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

**COMPLIANCE REPORT**

## I. FIRM DESCRIPTION

Firm Name _____
And _____
Address _____
Phone No. _____
Chief Executive Officer _____
Title _____
Letting No. _____ FOR _____
_____
_____
_____
_____

| Evaluation (Leave Blank) |
|---|
| [ ]Compliance _____ |
| [ ]Non-Compliance _____ |
| [ ]Suggested Follow Up: _____ |
| [ ]Referral: _____ |

## II. POLICIES AND PRACTICES

| | YES | NO |
|---|---|---|
| A. Is it this company's policy to recruit, hire, train, upgrade, promote, and discipline persons Without regards to race, sex, color, age, religion, or national origin? | | |
| B. To whom has responsibility been assigned to develop procedures which will assure that this policy is understood and carried out by managerial, administrative, and supervisory personnel? Name _____ Position _____ | | |
| C. Has this company notified all recruitment sources that all qualified applicants will be considered for employment without regard to race, sex, color, age, religion, or national origin? | | |
| D. When advertising is used does it specify that all qualified applicants will be considered for employment without regard to race, sex, color, age, religion, or national origin? | | |
| E. Does this company have bargaining agreements with employee organizations? | | |
| F. If yes, have such organizations been notified of the company's responsibility to comply with the non-discrimination clause as it applies to apprentices and all other employees? | | |
| G. Has the company notified all of its subconsultants of their obligation to comply with the non-discrimination clauses? | | |

H. Identity of Employee Organizations

| International Union | Local Number |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, sex, color, age, religion, or national origin?

**CITY OF ST. LOUIS**

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

**COMPLIANCE EVALUATION FORM**
**FOR**
**GENERAL AND SUB-CONTRACTORS**

Firm Name _____

Address _____ Zip Code _____ Phone _____

Name and Title of Person completing this form:
_____

Contract No: _____ For: _____

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

| INTERNATIONAL UNION | LOCAL NUMBER |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

| LABOR CATEGORY | TOTAL | MINORITY (Black, Asian, Native, Hispanic) |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Compliance Evaluation Form for General and Sub contractorss

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

_____

_____

_____

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

_____

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

| JOB CATEGORY | TOTAL | MINORITY (Black, Asian, Native, Hispanic) | NUMBER OF THESE MINORITY HIRES RETAINED |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Date: _____ _____

Company Representative

| OCCUPATIONS | MALE EMPLOYEES | | | | | FEMALE EMPLOYEES | | | | | TOTAL ALL EMPLOYEES |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | TOTAL MALES | MINORITY GROUPS | | | | TOTAL FEMALE | MINORITY GROUPS | | | | |
| | | BLACK | ASIAN AMERICAN | NATIVE AMERICAN | HISPANIC | | BLACK | ASIAN AMERICAN | NATIVE AMERICAN | HISPANIC | |
| Officials & Managers | | | | | | | | | | | |
| Professionals | | | | | | | | | | | |
| Technicians | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | |
| Craftsmen (skilled) | | | | | | | | | | | |
| Operatives (semi-skilled) | | | | | | | | | | | |
| Laborers (unskilled) | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | |
| Total Employment from previous report (if any) | | | | | | | | | | | |
| Figures for the following classification shall be included in appropriate category above: | | | | | | | | | | | |
| APPRENTICES Registered | | | | | | | | | | | |
| Unregistered | | | | | | | | | | | |
| TRAINEES ON THE JOB White Collar | | | | | | | | | | | |
| Production | | | | | | | | | | | |
| TRAINEES White Collar | | | | | | | | | | | |
| Production | | | | | | | | | | | |

2) Employment Figures were obtained from: _____ Available Records

_____ Visual Check _____ Other (specify)

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

4) Date: _____

**ATTACHMENT #5**

**RESPONSE TO BOND FORM**

**RESPONSE 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 Respondent under the response presented above and further understands and agrees to perform as surety for the Respondent as required by Section 22.0, PERFORMANCE AND PAYMENT BOND, in the event that the response of _____, the Respondent, is accepted by the City of St. Louis, Missouri.

Signature _____

Title _____

Date _____

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

**ATTACHMENT #6**

**LIVING WAGE ACKNOWLEDGEMENT & ACCEPTANCE FORM**

**ST. LOUIS LIVING WAGE ORDINANCE**
**LIVING WAGE ACKNOWLEDGEMENT & ACCEPTANCE DECLARATION**

**Contracting Agency:** St. Louis Airport Authority

**Agency Contract No.:** NA

**Respondent's Name:** _____

**Date Prepared:** _____

**Prepared By:** _____

**Preparer's Phone No.:** _____

**Preparer's Address and Zip Code:** _____

As the authorized representative of the above-referenced Respondent, I hereby acknowledge that the Respondent understands that the contract or agreement that will be executed with a successful Respondent pursuant to this solicitation is subject to the St. Louis Living Wage Ordinance and the Regulations associated therewith. The Respondent 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 Respondent.

**AUTHORIZED REPRESENTATIVE CERTIFICATION:**

_____
**Signature**

**Name (Printed):** _____

**Title:** _____

**Date:** _____

**EXHIBIT A**

**LIVING WAGE ADJUSTMENT BULLETIN**

LIVING WAGE ADJUSTMENT BULLETIN

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

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

1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **$11.58** per hour (130% of the federal poverty level income guideline for a family of three); and

2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **$15.08** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).

3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **$3.50** per hour.

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

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

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

Dated: January 31, 2011

**EXHIBIT "B"**

**MISSOURI UNAUTHORIZED ALIENS LAW**
**ACKNOWLEDGMENT & ACCEPTANCE DECLARATION**

**MISSOURI UNAUTHORIZED ALIENS LAW**
**ACKNOWLEDGMENT & ACCEPTANCE DECLARATION**

**Contracting Agency:** St. Louis Airport Authority

**Agency Contract No.:** _____

**Respondent's Name:** _____

**Date Prepared:** _____

**Prepared By:** _____

**Preparer's Phone No.:** _____

**Preparer's Address and Zip Code:** _____

_____

As the authorized representative of the above-referenced Respondent, I hereby acknowledge that the Respondent understands that the contract or agreement that will be executed with a successful Respondent 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 Respondent 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 Respondent.

**AUTHORIZED REPRESENTATIVE CERTIFICATION:**

_____
Signature

**Name (Printed):** _____

**Title:** _____

**Date:**_____

**EXHIBIT "C"**

**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 _____ (**Firm**).

I have the legal authority to make the following assertions:

1. _____ (**Contractor**) 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, _____ (**Firm**) 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**

Attachment 7

_____

(Firm's Name)

LEGAL DISCLOSURE CERTIFICATION

1, _____ -'Partner, certify as follows:
(Partner's Name)

I am a Partner of _____ (the "firm'') and am authorized to execute this Certification on its behalf.

The firm interested in providing financial services to the City of St. Louis and has submitted a Request for Qualifications to the Comptroller's Office in order to be considered to provide financial services.

In the Request for Qualifications, the firm has responded to questions regarding legal proceedings against the firm, as specified, in connection with offerings of municipal securities nationwide.

The Request for Qualifications requires that the firm provide a semi-annual update to the Comptroller's Office regarding changes to the legal information submitted with the Request for Qualifications, as well as information about legal proceedings originating after submission of the Request for Qualifications.

I certify that I have reviewed the requirements for updating the Comptroller's Office regarding legal proceedings as outlined in the Request for Qualifications, and I agree, on behalf of the firm, to fulfill the requirements outlined therein.

Date: _____

_____

(Partner's Signature)

_____

(Partner's Printed Name)