



**LAMBERT-ST. LOUIS**  
**INTERNATIONAL AIRPORT®**

**Rhonda Hamm-Niebruegge**  
**Director**



Francis G. Slay  
Mayor  
City of St. Louis

June 9, 2011

**PROSPECTIVE PROPOSERS:**

Attached is the Request For Proposal With Qualifications (“RFP”) for *Airport Security Guard Services* at Lambert- St. Louis International Airport®.

Your full and complete *Proposal must be submitted by 5:00 P.M. local time, Friday, July 15, 2011.* Eight (8) copies of each Proposal (an original and seven (7) copies) must be submitted.

An optional Pre- Proposal Conference and Tour is scheduled for 10:00 a.m. local time, Monday, June 27, 2011 in the JoAnne Wayne Conference Room at Lambert- St. Louis International Airport®. It is highly recommended that the Proposer attend the optional Pre-proposal Conference and Tour.

The City of St. Louis Airport Authority (“**Authority**”) reserves the right to reject any and all Proposals, to advertise for new Proposals, or proceed to have the services performed otherwise. The submission of a Proposal by any Proposer ***shall 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.

It is the policy of the City of St. Louis Airport Authority to provide disadvantaged, minority, and women owned businesses the maximum opportunity to participate in contracting opportunities at Lambert-St. Louis International Airport®.

All inquiries regarding this RFP are to be made to the undersigned at (314) 890-1812.

Sincerely,

Ann M. Linhorst  
Airport Properties Department

Enclosure

# CITY OF ST. LOUIS AIRPORT AUTHORITY

## REQUEST FOR PROPOSALS (“RFP”)

### “AIRPORT SECURITY GUARD SERVICES”

#### 1.0 INTRODUCTION

The City of St. Louis (“City”) owns Lambert-St. Louis International Airport® (“Airport”). The Airport is operated for the City by the Airport Authority of the City of St. Louis (“Authority”). The Authority is seeking Proposals from qualified firms to provide *unarmed* Airport Security Guard Services at Lambert- St. Louis International Airport®. The Proposers shall demonstrate the ability to maintain a high level of physical security at the Airport necessary for air operations and the safety of the traveling public in accordance with federal regulations and guidance set forth by the Airport Representative.

#### 2.0 DEFINITIONS

- “Agreement”** This shall mean the contract awarded under this RFP for Airport Security Guard Services between the City and the Service Contractor.
- “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 (“Authority”), a department of the City.
- “Airport Director”** This shall mean the Director of Airports of the City of St. Louis or his/her authorized or designated representative(s).
- “Airport Representative”** This shall mean the Chief of the Airport Police Department or a representative designated or authorized by the Airport Director.
- “Branch Manager”** This shall mean any person the Service Contractor employs to oversee and manage their Branch Office and personnel providing service at the Airport. The Branch Manager is responsible for management of the services provided under the terms of the Agreement with the City to include administrative and operational management of services provided in accordance with the Agreement. The Branch Manager is also responsible for managing the Airport security guard services provided by any subcontractor of the Service Contractor.
- “Branch Office”** This shall mean a division of the Service Contractor’s Company

that is physically located at the Airport and includes the office of the Branch Manager. The Branch Office shall be staffed on a schedule determined by the Airport Representative, and be fully equipped to perform all functions associated with the management and operation of the Airport security guard services to be provided in accordance with the provisions of the Agreement. The Branch Office space, as well as the routine maintenance of said space, will be provided by the City at no charge to the Service Contractor.

The Branch Office shall contain the records and files generated by the Service Contractor in the performance of the services contemplated herein or provided by the City, which shall be available for inspection and use by the Airport Representative or his/her designee.

The Branch Office and all equipment contained therein (including telephones) shall only be used in connection with the Airport security guard services under the Agreement, and shall not be used for other business of the Service Contractor.

During hours when the Branch Office is closed, the Service Contractor will provide alternate contact information for the Branch Manager and other senior staff as requested by the Airport Representative.

- “City”** This shall mean the City of St. Louis, owner and operator of Lambert-St. Louis International Airport®.
- “days”** This shall mean consecutive calendar days unless otherwise expressly stated.
- “Proposal”** This shall mean a response with qualifications to this RFP by a Proposer.
- “Proposer”** This shall mean a firm or company responding to this RFP.
- “Security Guard”** This shall mean an unarmed licensed security guard officer the Service Contractor employs (including its subcontractors’ employees) who is to perform functions as determined by the Airport Representative, including by not limited to: ensuring that emergencies and security violations are readily discovered and reported to the City and who intervenes directly in situations that require minimal action to safeguard property or persons. Duties require Airport specific training. The Service Contractor shall also provide classroom training as provided for in Section 4, entitled

“Scope of Work,” before assignment to a post.

**“Security Supervisor”** This shall mean an unarmed licensed security officer that the Service Contractor employs (including its subcontractors’ employees) who are to perform functions as determined by the Airport Representative, including, but not limited to: a) ensure enforcement of regulations designed to prevent breeches of security; b) exercise judgment and use discretion in dealing with emergencies and security violations encountered; and c) determine whether first response should be to intervene directly, to keep situation under surveillance, or to report situation so that it can be handled by appropriate authority. Duties require Airport specific training approved by the Airport Representative. The Service Contractor shall also provide classroom training, as provided for in Section 4, entitled “Scope of Work,” before assignment to a post.

**“Service Contractor”** The successful Proposer.  
(or **“Contractor”**)

### **3.0 OBJECTIVE**

The City is seeking Proposals from responsive and qualified Proposers to provide professional unarmed security guard services at the Airport. This RFP is expected to result in the selection of a responsive and qualified Proposer(s) to assist the City and the Airport Representative in this undertaking. The City’s objective is to ensure the highest quality of Security Guard and Security Supervisor personnel at the Airport in order to maintain a high standard of security guard services at the Airport. The Service Contractor shall:

- A. Provide unarmed Security Guard and Security Supervisors to perform functions as determined by the Airport Representative, including but not limited to, controlling the ingress and egress of persons and vehicles through various permanent and temporary gates; and
- B. Provide an acceptable level of Airport security guard services under guidance set forth by the Airport Representative.

### **4.0 SCOPE OF WORK**

Subject to the terms and conditions of the Agreement, the Service Contractor shall provide a minimum of 4,500 Security Guard and Security Supervisor hours per week. The work performed under the Agreement shall be controlled and managed through a Branch Office located on the premises of Lambert- St. Louis International Airport® and designated for that purpose by the Airport Representative.

- A. The Service Contractor shall provide 24 hours of security guard service per day, seven (7) days a week, including Holidays as defined in Section 18.0, Paragraph G.
- B. The Service Contractor will identify a single point of contact and an alternate point of contact through which all information concerning security service can be communicated to and from the Airport Representative.
- C. The Service Contractor shall ensure that all Security Guards and/or Security Supervisors are thoroughly familiar with all applicable federal, state, and local laws, rules, regulations and procedures including Airport rules and procedures before they are allowed to staff any Airport post unsupervised. If any significant change in the rules, regulations and procedures are mandated by the Airport Representative or the TSA, the City will conduct retraining at the City's expense.
- D. The Service Contractor shall ensure that Security Guards or Security Supervisors timely submit a written shift report in a form acceptable to the Airport Representative for every shift worked.
- E. The Service Contractor agrees to immediately replace any Security Guard or Security Supervisor should the Airport Representative recommend that the action should be done for the good of the services being rendered under the Agreement. Such request by the Airport Representative shall not require written notification to the Service Contractor and may be for any reason provided such recommended action is not prohibited by law.
- F. The Service Contractor at its sole cost shall provide two (2) vehicles to provide 24 hours per day/ 7 days per week (including Holidays) on site assistance. The vehicles shall be marked with the company name on the sides of both front doors of the vehicle. The vehicle type, model, markings, and condition, including lighting, must be approved in writing by the Airport Representative.
- G. The Service Contractor shall provide at least ten (10) appropriately trained and Airport badged Security Guards per shift on-site within two (2) hours of notification of an emergency call-up by the Airport Representative.
- H. The Service Contractor shall provide ten (10) additional appropriately trained and Airport badged Service Guards per shift for non-emergency situations within eight (8) hours of notification by the Airport Representative.
- I. The Service Contractor shall provide new and complete uniforms of the type and style dictated by local weather conditions and said uniforms must be approved in writing by the Airport Representative. Uniform expenses shall be included in the hourly rate itemization and is not to be considered a part of the Service

Contractor's employees' wages in the uniform allowance. The approved uniform must be provided at Service Contractor's expense with no cost to the Service Contractor's employees.

J. At the commencement of the Agreement, and at anytime thereafter for newly assigned Security Guards and Security Supervisors, the *initial minimum training requirements* for all security personnel (including Security Guards and Security Supervisors) assigned to work at the Airport under the Agreement shall be conducted at a facility provided by the Service Contractor, and away from Airport premises, and at the Service Contractor's expense, unless expressly provided for herein (see Section 4.0, Paragraph K). The "**Initial Minimum Training Requirements**" for each Security Guard and Security Supervisor shall be conducted by the Service Contractor at its cost and shall include but not necessarily be limited to the following:

1. Orientation (2 hours) – Definition of Security Relationship of Private Security and Law Enforcement, Public Relations, Department and Appearance, Maintenance and Safeguarding of Uniforms and Equipment;
2. Legal Power and Limitation (2 hours) – Prevention vs. Apprehension, Arrest, Search and Seizure, Use of Force and Civil Liability.
3. General Duties (2 hours) – Patrol and Inspection, Fire Hazards and appropriate Fire Responses, Safety.
4. Handling Emergencies (1 hour) – Procedures for Fires, Bomb Threats, Explosions, Floods, Riots, etc; Reporting Emergencies.
5. Report Writing (1 hour) – Note taking, essentials of producing a concise, complete written report.
6. Examination (1 hour) – Service Contractor will prepare, administer and discuss an examination approved by the Airport Representative. Contents of the examination should be submitted in advance to the Airport Representative for review and written approval.

Documentation of compliance with the above minimum requirements for each assigned Security Guard and Security Supervisor shall be included in the personnel records of each employee and shall be kept and maintained on file at all times at the Branch Office.

K. Security Guards and Security Supervisors assigned to staff designated posts within the Airport's Security Identification Display Area ("SIDA") shall also be required to attend an additional training class, to be conducted by the City at the Service Contractor's expense.

No Security Guard or Security Supervisor shall be issued a airport identification badge by the Airport until the criminal background check described in Section 4.0, Paragraph P.9, below, has been completed to the satisfaction of the Airport Representative.

- L. Security Guards and Security Supervisors who are required to drive within the Airport Operations Area (“AOA”) shall, in addition to the training outlined in Section 4.0, Paragraphs J and K, above, be required to attend a ramp driving safety class, to be conducted by the City at the Service Contractor’s expense.
- M. At the start of the Agreement, the Airport Representative, at his or her sole discretion, may require a Security Guard Services class tailored to the work contemplated herein. If ordered, this class shall be conducted at the expense of the Airport.
- N. The Airport Representative, at his or her sole discretion, may require additional Security Guard and Security Supervisor training over the term of the Agreement. Any additional training shall be at the sole expense of the Service Contractor.
- O. The Airport Representative retains the right to conduct periodic testing and observation of all personnel to ensure these training requirements are being met. Further, if it is determined by the Airport Representative that the standards are not being met, retraining will be conducted immediately by the Service Contractor at its expense.
- P. All assigned Security Guards and/or Security Supervisors must meet or satisfy the following minimum requirements:
  - 1. Be properly licensed under guidelines set forth by St. Louis County and carry such license at all times while providing service under the Agreement;
  - 2. Have basic written and oral skills in English;
  - 3. Have a high school diploma or equivalent;
  - 4. Be 21 years of age or older;
  - 5. Be a citizen of the U.S.
  - 6. Submit to a background (including criminal history) check, conducted by the Airport Police Department, at the Service Contractor’s expense;
  - 7. Be properly uniformed, badged, and equipped; all such uniforms and equipment shall be approved in advance and in writing by the Airport Representative;
  - 8. Pass an initial chemical test and analysis for the detection of the illegal use or abuse of drugs, alcohol, contraband substances. Testing will be done by an independent laboratory at the Service Contractor’s expense. The Airport Representative reserves the right, at his or her sole discretion, to

- approve the type of test, the threshold levels for the initial and confirmatory tests, if applicable, and the laboratory or clinic selected; and
9. All Security Guards, Security Supervisors, and other Service Contractor employees badged for SIDA posts (see Section 4.0, Paragraph K, above) must submit to a fingerprint based criminal records check, conducted by the Airport Police Department and required by 49 CFR 1542, as may be amended from time to time. All costs associated with the SIDA background check shall be the sole responsibility of the Service Contractor. The current base cost of \$80.00 for each SIDA background check shall be the sole responsibility of the Service Contractor.

Documentation of compliance with the above minimum requirements for each assigned Security Guard and Security Supervisor shall be included in the personnel records of each employee and shall be kept and maintained on file at all times at the Branch Office.

- Q. Any work not herein specified which may be fairly implied as included in the Agreement, of which the Director shall be the sole and absolute judge, shall be done by the Service Contractor at no extra cost to the City. The Service Contractor shall do all additional or extra work ("**Extra Work**") that may be ordered by the Director in writing. No claim for Extra Work shall be granted or allowed in favor of the Service Contractor unless such Extra Work has been ordered in advance by written request of the Director.

## 5.0 STATEMENT OF QUALIFICATIONS

All Proposers must prepare a Statement of Qualifications that describes, in detail, the organization of the Proposer's firm and pertinent security guard services experience (see Section 4.0, entitled "Scope of Work"). Specific experience must be shown in the ability to manage a 4,500 plus hours per week security guard services account. Each Proposer shall submit a listing of clients for which the Proposer provides comparable services. The listing of comparable experience shall provide names, contact persons, addresses, and phone numbers of responsible references for verification of experience. **At least one (1) of the references must be a local client where the Proposer currently provides the client site in excess of 1000 hours per week of Security Guard Services.** Proposers must specifically address the following:

- A. A statement of corporate capabilities, including range of services offered, length of time in business, corporate structure, professional registration, etc.
- B. Knowledge of airport security practices and regulations, including experience working in an airport environment.



- C. Documentation of knowledge and capabilities in regard to security guard services of the nature contemplated in the RFP.
- D. Resumes of key personnel, citing relevant experience in projects of this nature. Also, identify the proposed Branch Manager.
- E. Any additional information that may be relevant in assessing the qualifications, experience and ability of the Proposer.
- F. A complete list of all proposed subcontractors (see Section 16.0 entitled "Assignment & Subcontracting").

**6.0 TERM**

The work of the Service Contractor under the terms of the Agreement shall begin on the Commencement Date specified below and shall terminate when the work described therein is completed, not to exceed thirty-six (36) months. The 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 Service Contractor.

**Commence Date November 1, 2011      Expiration Date: October 31, 2014**

**7.0 DUE DATE OF PROPOSAL**

Written Proposals will be received up until the hour 5:00 p.m. on July 15, 2011. All Proposals shall be addressed and delivered to:

Ann Linhorst  
Airport Property Division  
PO Box 10212  
St. Louis, MO 63145

If Proposers intend to deliver their Proposal via courier, the documents should be delivered to:

Ann Linhorst  
c/o Airport Properties Department  
Airport Administrative Offices, Main Terminal  
10701 Lambert International Blvd.  
S. Louis, MO 63145

Eight (8) copies of the Proposal (an original and seven (7) copies) must be submitted. Proposals received after the due date and time, or not delivered to the designated point, will not be considered. The Proposal must be presented in a **sealed** envelope addressed to the “Contracts Administration Manager” at the address provided above, with the words “**Airport Security Guard Services**” plainly written across the left end face of the envelope. The name and address of the Proposer must also appear on the face of the envelope.”

## **8.0 RIGHTS TO REJECT PROPOSALS/DISQUALIFICATIONS**

- 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 Proposals or any Proposal submitted without the required information. In addition, any Proposal not in compliance with the procedural requirements for submitting a Proposal shall be rejected. The City reserves the right to reject any or all Proposals in whole or in part with or without cause; to negotiate for the modification of any Proposal; to advertise for new Proposals; to perform the work or services itself; to waive minor irregularities and formalities; or to proceed to have the services performed otherwise. The City also reserves the right to establish a “**cure**” period, in the event that a Proposer(s) have 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 to perform the work and services contemplated herein. The submission of a Proposal by any Proposer shall 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 conclusive.
- 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 Airport Security Guard Services. The City reserves the right in its sole and absolute discretion to reject any Proposal from any Proposer that is in arrears; or is currently in default to the City upon any debt or contract; or that is a defaulter as surety or otherwise, upon any obligations to the City; 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 Proposal from a Proposer that is currently involved in litigation with the City regarding any previous contract obligation.

## **9.0 PROPERTY OF THE CITY**

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

## **10.0 QUESTIONS**

- A. If the Proposer finds a discrepancy in, or an omission from this RFP or any of its attachments, has any doubts as to their true meaning, or requires any additional information to prepare the Proposal, he/she shall notify Ann Linhorst, Airport Properties Division, Lambert – St. Louis International Airport®, PO Box 10212, St. Louis, MO 63145, in writing prior to June 30, 2011. 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 duly issued addendum. The City will not be responsible for any other explanations or interpretations of this RFP or any of its attachments.
- 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.

## **11.0 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 award of an Agreement recommended by the Selection Committee (defined below) under this RFP and the terms and provisions of said Agreement must be approved by the Airport Commission and the City's Board of Estimate and Apportionment.

## **12.0 SELECTION OF SERVICE CONTRACTOR**

- A. The selection of the Service Contractor will be made by a five (5) member committee comprised of two members from the Airport Staff, one member

appointed by 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**"). The Selection Committee, in the best interest of the City and the Airport, will select the Proposer(s) best qualified to perform the services described herein. *A Proposer may contact only the Airport Properties Division for any questions.* If a 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 Service Contractor(s) can be made within thirty (30) days after the receipt of the Proposals.

- B. A time will then be established for finalizing the Scope of Work and the negotiation and drafting of the terms of the Agreement, including the fee structure, with the selected Proposer or Proposers. If the successful Proposer refuses, neglects, or fails 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 Selection Committee may then award the Agreement to the next Proposer 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 Proposer also refuses, neglects, or fails 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 next best Proposer as determined by the Selection Committee, 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 Service Contractor, shall include but not necessarily be limited to:
1. Responsiveness to Request for Proposal;
  2. Firm's experience & capability to perform the work contemplated by this RFP, as outlined in the Statement of Qualifications and to satisfy the City's objectives (See Section 3);
  3. MBE/WBE participation; and
  4. Fee and fee structure.

### **13.0 AWARD OF CONTRACT**

- A. The Agreement(s), if awarded, shall be awarded by the City to the responsive Proposer or Proposers who, in the City's sole and absolute determination and judgment, best meets the requirements as specified in this RFP. Responsiveness, experience, and qualifications will be determined from the information furnished by the Proposer in the submitted Proposal, in interview sessions, if held, as well as from any other sources determined by the City. After award of the Agreement(s) by the Selection Committee, the Proposer(s) selected will meet with the Airport

staff to finalize terms and fees for the work described in Section 4.0, Scope of Work.

- B. The City intends to enter into an Agreement with each successful Proposer(s) commencing upon the Commencement Date and ending three (3) years from that date. The award of the Agreement recommended by the Selection Committee and the terms and provisions of the Agreement must be approved by the Airport Commission and the City's Board of Estimate and Apportionment.

#### **14.0 MINORITY AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION**

A goal of 25% MBE and 5% WBE utilization will be established in connection with the contract resulting from this RFP. This goal will be based on the negotiated Agreement amount and will remain in effect throughout the term of the contract. If award of the Agreement is made and the MBE/WBE participation is less than the contract goal, the Service Contractor shall continue good faith efforts throughout the term of the Agreement to increase MBE/WBE participation and to meet the contract goal.

##### **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 of 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 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 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 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 Service Contractor shall continue good faith efforts throughout the term of the Agreement to increase MBE/WBE participation to meet the Agreement goal.

D. Obligation:

The Service Contractor 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 Service Contractor 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 of St. Louis Airport Authority.

E. Eligibility:

Service Contractor 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 Service Contractor and subcontractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan. **A certified M/WBE firm may only be used to count towards participation goals in a single category, MBE or WBE (i.e. an M/WBE cannot be counted towards meeting both MBE and WBE goals).** **Firms must be certified by the City of St. Louis prior to Proposal submission in order to count towards the City's MBE/WBE goals. More information is**

available at (314) 551-5000 or www.mwdbe.org.

G. Post Award Compliance:

If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Service Contractor 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 Firm After Award:

1. The Service Contractor shall conform to the schedule 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 Service Contractor 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. Substitutions of MBE/WBE will be allowed only when the MBE/WBE has failed to perform due to default (material breach) of its subcontract or agreement. Service Contractor 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. (See Section 16.0 below).

I. Good Faith Efforts:

When the MBE/WBE goal cannot be met, the Service Contractor shall document and submit justification utilizing the form titled "Contractor's Good Faith Efforts Report" and provide a statement as to why the goal could not be met.

J. Award Procedure and Documentation:

The Service Contractor is required to submit with its bid the following information to demonstrate the Service Contractor'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 the contract.
2. A list of bid 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 Contractor's Good Faith Efforts Report and a statement as to why the goal could not be met.

**K. Record Keeping Requirements:**

The Service Contractor 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/or review actions, statements, and documents submitted by any contractor, subcontractor, or MBE/WBE.

**L. Reporting Requirement:**

The Service Contractor 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 Contractors:**

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

**15.0 AFFIRMATIVE ACTION/NON-DISCRIMINATION**

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

Permittee 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.

**16.0 ASSIGNMENT & SUBCONTRACTING**

A. Service Contractor 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 ninety (90) days prior to any contemplated assignment of the Agreement, Service Contractor 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 jurisdiction. NO assignment shall be made or shall be effective unless Service Contractor shall not be in default of any of the terms, covenants, and conditions of the Agreement. The parties to the Agreement understand and agree that the Service Contractor 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. Service Contractor 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 Airport and such approval may be withheld by the City without cause or jurisdiction. 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, Service Contractor shall submit a written request of the Director of Airports. 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 all of the terms, covenants, and conditions of the Agreement. The Service Contractor shall furnish all authorized subcontractors or agents a copy of the Agreement. The parties understand and agree that the Service Contractor is responsible for the performance of its subcontractors 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 Service Contractor 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.

## 17.0 REQUIRED SUBMITTALS

In order for a Proposer 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 and complete appropriate forms and provide the necessary or required documents and information, as the case may be, addressing the following:

- A. Statement of Qualifications (See Section 5.0, “Statement of Qualifications”).
- B. Resumes for the key managers or executives who will be responsible for the Proposer’s performance.
- C. A designation of the Proposer’s proposed Branch Manager for the Agreement.
- D. A list of five (5) business references, including a contact person’s name and complete address and telephone number for each reference. At least one of the references must be a local client where the Proposer provides the client site in excess of 1,000 hours per week coverage.

In addition to the five (5) references, contact information for any client LOST in the past eighteen (18) months must be provided.

- E. Location of the office from which the work under the contract will be managed and controlled (in addition to the Branch Office described in this RFP).
- F. The Proposer’s fiscal year-end Financial Statements for the last two (2) years. The information provided by the Proposer therein shall be confidential and will not be made available to anyone other than those members of the City’s staff involved in the evaluation of subject Proposals unless otherwise required by law.
- G. Proposer’s plan for MBE/WBE participation (See Section 14.0, **Minority and Women Business Enterprise (“MBE/WBE”) Participation for participation goals**). Utilization Plan must include (1) the level of M/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 M/WBE participants; and (3) the names of the M/WBEs the Proposer plans to utilize in the performance of a contract resulting from this RFP. The “**Utilization Plan**” (**Attachment 2**) must be submitted.

**Even if the Proposer is a certified MBE or WBE, the Utilization Plan MUST be completed and submitted with the Proposal.** *Note that any and all M/WBE’s listed on the submitted Utilization Plan must be certified by the SLAA (see Section 14.0 E and F). Proposers are strongly encouraged to contact the City Office of Certification and Compliance (314-551-5000) to determine the eligibility of proposed MBEs and WBEs.*

- H. Documentation of Proposer’s efforts to maximize M/WBE participation. This information is required whether or not the Proposer indicates intent to achieve

contract goals. The Good Faith Efforts Report (**Attachment 3**) must be submitted. **The Report must be submitted whether or not the M/WBE Participation Goal is met per the submitted MBE/WBE Utilization Plan (Section 17.0 Paragraph G).** *Note that any and all MBEs/WBEs listed on the submitted Good Faith Efforts Report must be certified by the SLAA (see Section 14.0 E).*

- I. Completion of the Authorized Submission form (**Attachment 1**).
- J. Completion of the City's Civil Rights Enforcement Agency (CREA) forms (**Attachment 4**) is required. All pages must be completed by the Proposer and included with the Proposal.
- K. Cost Proposal Summary: The Proposer shall complete and submit the Cost Proposal Summary attached hereto as Appendix A. The proposed "Billed rate per hour" in each category shall be inclusive of all expenses incurred by the Service Contractor, except the "Administrative Fee" (see Section 18.0, Paragraph M). The Cost Proposal Summary is for information purposes only, and is subject to negotiation after the successful Proposer has been selected (see Section 12.0 Paragraph B).
- L. Certificate(s) of Insurance or statement from insurance company (**See Section 21.0, "Proof of Insurance"**).
- M. Authorization from Surety firm of intent to provide a Performance and Payment Bond in the amount of \$50,000.00 each (**See Section 22.0, "Performance Bond and Payment Bond" and Attachment 5**).
- N. **A completed Proposal to Bond Form or a proposal to bond on Surety Company stationery must be provided with the Proposer's Proposal.**
- O. Signed Living Wage Acknowledgement & Acceptance Declaration (**See Section 23.0 and Attachment 6**).
- P. Missouri Unauthorized Aliens Law Acknowledgement and Acceptance Declaration (See Section 25 and Exhibits B&C.)

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

## 18.0 OTHER RATES & CHARGES

In addition to the herein mentioned minimum prevailing wage and fringe benefits requirement and the City's Living Wage requirement (see also Sections 20.0 and 23.0), the City under the Agreement requires at a minimum the following:

- A. Security Guards shall receive a minimum base rate of \$11.75/ hour (see Section 23.0, entitled "Living Wage"). This base rate will increase by not less than \$0.25 per hour for every six continuous months of service on site by a Security Guard for a period of 12 months. After 12 continuous months of service, this base rate shall increase by a minimum of \$0.25 per hour every twelve months, through 36 months.
- B. Security Supervisors shall receive a minimum base rate of at least \$12.75/ hour, (see also Section 23.0, entitled "Living Wage"). This base rate will increase by not less than \$0.25 per hour for every six continuous months of service on site by a Security Supervisor for a period of 12 months. After 12 continuous months of service, this base rate shall increase by a minimum of \$0.25 per hour every twelve months, through 36 months.
- C. The Service Contractor shall provide at least ten (10) appropriately Airport bagged Security Guards per shift on-site within two (2) hours of notification of an emergency call-up by the Airport Representative and no overtime/holiday rate will be charged (see Section 4.G).
- D. The Service Contractor shall provide up to ten (10) additional Service Guards per shift for non-emergency situations within eight (8) hours of notification by the Airport Representative and no overtime/holiday rate will be charged (See Section 4. H).
- E. In the event that more than ten (10) additional guards per shift are required, the Airport Representative agrees to authorize overtime charges for those additional services.
- F. The overtime charges listed above (Section 18.0 Paragraph E) shall not be authorized for a period of longer than fourteen (14) days without the written consent of the Airport Representative. If after fourteen (14) days additional hours are still required, the Service Contractor shall provide additional Security Guards instead of incurring overtime hours.
- G. Security Guard/Security Supervisors who work on the eight (8) designated "**Holidays**" listed below shall receive a "**Holiday Rate**" which equals one and a half the straight time wages and the City shall be billed the Holiday Rate.

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day

Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

- H. The Service Contractor agrees to schedule Security Guards or Security Supervisors for no more than 40 hours per week. Should the Service Contractor decide to work Security Guards or Security Supervisors more than 40 hours per week, approval must be obtained from the Airport Representative in writing before an overtime rate can be billed to the City.
- I. At no time will Security Supervisors staff a regular post for more than four (4) hours of a shift except upon written request by the Airport Representative or under emergency conditions.
- J. The Service Contractor (and its subcontractors) will provide bi-weekly pay to the Security Guards/ Security Supervisors working at the Airport.
- K. The Service Contractor (and its subcontractors) shall provide to Security Guards/Security Supervisors at a minimum the following fringe benefits:
1. Group Life Insurance in the amount of \$10,000.00 at no cost to the employee. The Service Contractor (including subcontractors) will allow the Security Guard/Security Supervisor to add dependent coverage, the cost of which may be charged to the security guard/security supervisor.
  2. A comprehensive group health insurance plan must be provided for the security guard/security supervisor at a cost to the individual of no more than \$5.00 weekly for premium payment. The plan annual deductible must not exceed \$600 per individual/\$1,200.00 per family; co-insurance maximum must not exceed 20% of eligible expenses, with an annual employee out of pocket expense not to exceed \$4,500.00 individual/\$9,000.00 family. The insurance plan must not stipulate lifetime maximum policy benefits. This comprehensive group health insurance plan must provide outpatient diagnostic/screening testing at no charge; routine physical, eye and hearing exams with co-payment of no more than \$20.00 per visit/\$40.00 per specialist visit; and a tiered prescription plan not to exceed \$30.00 per prescription for brand name formulary drugs or \$60.00 for non-formulary drugs. Maternity service benefits must be covered at the same level as any other condition, sickness or injury. The Service Contractor (including subcontractors) will allow the security guard/security supervisor to add dependent coverage, the cost of which may be paid by the security guard/security supervisor.

3. Vacation shall be paid to the Security Guards/ Security Supervisors on his/her annual anniversary date after assignment to the Airport. A minimum of 1600 hours of continuous service must be worked at the Airport before vacation will be paid by the City. The Service Contractor will grant/ pay Security Guards/ Security Supervisors paid annual vacation hours equal to the number of hours regularly scheduled for the Security Guard/ Security Supervisor in a one week period over the past year. After three (3) years of continuous service, the Service Contractor will grant/ pay Security Guards/ Security Supervisors paid annual vacation hours equal to the number of hours regularly scheduled in a two week period over the past year.
  
- L. If current Security Guards/ Security Supervisors are retained or re-hired within 90 days of commencement of the Agreement to work at the Airport, any existing fringe benefit packages and programmed salary increases must be continued at the rate and level not less than stated in this Section 18, taking into account any continuous months of services at the Airport prior to the commencement date of the Agreement.
  
- M. The Service Contractor shall bill the City an additional charge of fifty cents (\$0.50) per hour (the “Administrative Fee”) in the Service Contractor’s billable rate for the work actually performed by the Service Contractor’s MBE/WBE subcontractor(s) at post(s) designated by the Service Contractor. The Administrative Fee shall be clearly itemized in the Service Contractor’s invoice submitted to the City for payment.

**19.0 BUSINESS LICENSE**

The Service Contractor, and all proposed subcontractors, shall have a business license with the City of St. Louis, which is valid prior to the execution of the Agreement. Service Contractor and all proposed subcontractors must be qualified to do business in the State of Missouri at the time of the execution of the Agreement and shall submit a current Certificate of Good Standing with the Missouri Secretary of State, if applicable with its Proposal.

**20.0 MINIMUM PREVAILING WAGE & FRINGE BENEFITS**

The Service Contractor 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

## 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 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, subService Contractors, representatives, and independent sub-contractors pursuant to the proposed Agreement under the following type of coverage.:
1. Comprehensive General Liability; and
  2. Comprehensive Automobile (all vehicles, including hired and non-owned autos).
- B. The minimum limit of coverage for the above classes of insurance shall equal a single limit of five million dollars (\$5,000,000.00). A current certificate(s) of said insurance, proposal to insure or statement from Proposer's insurance company acknowledging that this requirement can be met must be submitted with the proposal. Proposer shall also submit a current certificate of insurance or proposal to insure from the Proposer's insurance company for Workmen's Compensation and Employer's Liability acknowledging that this requirement can be met. The Proposer acknowledges and agrees that the Agreement shall require the Service Contractor to indemnify and to name the City of St. Louis, its Board of Aldermen, Airport Commission, officers, employees, and agents as an "Additional Insured" under the Service Contractor's Comprehensive General Liability and Comprehensive Automobile Insurance policy. The City standard indemnification clause is set out below and the City does not anticipate making any changes to its standard indemnification clause:

"The Service Contractor 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 premises and/or the acts or omissions of Service Contractor's officers, agents, employees, contractors subcontractors, Service Contractors, licensees, invitees, representatives, 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 sole negligence of the City. The Director or his/her designee shall give to Service Contractor reasonable notice of any such claims or actions. The Service Contractor 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 Service Contractor shall execute a Performance Bond and a Payment Bond each in the amount of One Hundred Thousand Dollars (\$100,000.00) 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 Service 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 Service Contractor’s Performance Bond and/or Payment Bond is terminated, cancelled, not renewed or extended, the Service 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 Service Contractor performs any work under the Agreement.
- C. Proposer shall submit with its Proposal a completed “Proposal to Bond Form” executed by the Proposers Surety Company or a Proposal to Bond on the Surety Company’s stationary (See **Attachment 5**, entitled, “Proposal to Bond Form”).

## **23.0 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 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 Proposer must submit the attached “Living Wage Acknowledgment and Acceptance Declaration” (see **Attachment 6**) with its Proposal. Failure to submit this Declaration with the Proposal will result in rejection of the Proposal. A successful Proposer’s failure to strictly 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 this RFP 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 Service Contractor hereby warrants, represents, stipulates and agrees to comply with these measures:

1. **Minimum Compensation:** Service Contractor 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 (“**Bulletin**” See attached Exhibit A) which is incorporated herein. The initial rate shall be adjusted each year no later than April 1, and Service Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued.
2. **Notification:** Service Contractor 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 Service Contractor’s employees within thirty (30) days of contract execution for existing employees and within thirty (30) days of employment for new employees.
3. **Posting:** Service Contractor 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 Service Contractor’s employees, in a prominent place in a communal area of each worksite covered by the Agreement.
4. **Subcontractor:** Service Contractor hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Service Contractor shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.
5. **Term of Compliance:** Service Contractor 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 Service Contractor'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:** Service Contractor shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Service Contractor acknowledges, stipulates, 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.

#### **24.0 RESPONSIBILITIES OF THE SERVICE CONTRACTOR**

In the performance of any Agreement resulting from this RFP, the Service Contractor 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 Airport Representative.
- 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 16.0, "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 Service Contractor's regularly employed staff. (Section 16.0, "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 Service Contractor 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 Airport Representative.

- F. Treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Airport Director, unless otherwise required by a court order or subpoena. Service Contractor 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 Service Contractor 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 Service Contractor under the Agreement.

## 25.0 PRE- PROPOSAL CONFERENCE AND TOUR

An optional Pre-Proposal Conference and tour of the areas covered under the Agreement is scheduled for Monday, June 27, 2011, 10:00 a.m. local time, in the JoAnne Wayne Conference Room, St. Louis Airport Authority Offices, Lambert-St. Louis International Airport®, Main Terminal, Room MTS-2510, 10701 Lambert International Boulevard, St. Louis, Missouri, 63145, Lower Level, near Exit MT-18.

Prospective Proposers should RSVP to the Pre-Proposal Conference by contacting the Contracts Administration Office at (314) 551-5055.

*All prospective Proposers are encouraged to attend.*

## 26.0 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 "C"**, 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/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 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://e-verify.uscis.gov/enroll/>.

**IMPORTANT NOTE**

**Please review the *entire* Request For Proposals VERY carefully. ALL bidders/ Proposers MUST SUBMIT EACH AND EVERY DOCUMENT LISTED IN THE RFP. THIS CHECKLIST IS ONLY A GUIDE.**

**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 subcontractors, if any.**

**A Good Faith Efforts report should be submitted by ALL bidders and Proposers, regardless of the level of participation on the Utilization Plan. ONLY certified MBEs, WBEs, and DBEs may be counted towards participation goals! Read the related solicitation specification carefully!**

**Direct questions regarding eligibility and the MBE/ WBE Program to 314-551-5000.**

**ALL BIDDERS AND PROPOSERS MUST SUBMIT ALL DOCUMENTS WITH THEIR PROPOSALS!** (See Section 17.0 entitled Required Submittals.)

- \_\_\_\_\_ Statement of Qualifications (see Section 5 & 17A)
- \_\_\_\_\_ Resumes of key managers (see Section 17.B)
- \_\_\_\_\_ List of References (see Section 5 & 17.D)
- \_\_\_\_\_ Financial Statements (see Section 17.F)
- \_\_\_\_\_ MBE/ WBE Utilization Plan (see Section 17.G and Attachment 2)
- \_\_\_\_\_ MBE/ WBE Good Faith Efforts Report (see Section 17.H & Attachment 3)
- \_\_\_\_\_ Authorized Submission Form (see Section 17.I and Attachment 1)
- \_\_\_\_\_ CREA Forms (see Section 17.J & Attachment 4)
- \_\_\_\_\_ Cost Proposal Summary (See Appendix A & Section 17.K)
- \_\_\_\_\_ Certificate of Insurance (See Section 17.L)
- \_\_\_\_\_ Proposal to Bond Form or proposal to Bond on Bond Company stationery (see Attachment 5 and Section 17M & N)
- \_\_\_\_\_ Living Wage Acceptance & Acknowledgement Declaration (see Section 17.2iuytrewgf[O & Attachment 6)
- \_\_\_\_\_ Missouri Unauthorized Aliens Law Acknowledgement & Acceptance Declaration (See Sections 17P and 26 and Exhibit C).
- \_\_\_\_\_ Certificate of Good Standing with MO Secretary of State (see Section 19).

**APPENDIX "A"**  
**COST PROPOSAL SUMMARY**

APPENDIX "A"  
 COST PROPOSAL SUMMARY  
 (SECURITY GUARD SERVICES)

The undersigned, \_\_\_\_\_, acting on behalf of \_\_\_\_\_, the Proposer, understands all of the work set out in the Request for Proposal and proposes to perform the work for the following amounts.

CONTINUOUS MONTHS OF SERVICE

	Base Rate	6 <sup>th</sup> Month	12 <sup>th</sup> Month	24 <sup>th</sup> Month	36 <sup>th</sup> Month
Security Guard Salary per hour	<u>\$11.75</u>	<u>\$12.00</u>	<u>\$12.25</u>	<u>\$12.50</u>	<u>\$12.75</u>
Billed rate Per hour	_____	_____	_____	_____	_____

CONTINUOUS MONTHS OF SERVICE

	Base Rate	6 <sup>th</sup> Month	12 <sup>th</sup> Month	24 <sup>th</sup> Month	36 <sup>th</sup> Month
Security Supervisor Salary per hour	<u>\$12.75</u>	<u>\$13.00</u>	<u>\$13.25</u>	<u>\$13.50</u>	<u>\$13.75</u>
Billed rate Per hour	_____	_____	_____	_____	_____

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**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 with the City within the last three (3) years.

**Submitted by:**

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

**By:**

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

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

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

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

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

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

**ATTACHMENT 2**  
**MBE/WBE UTILIZATION PLAN**

**ST. LOUIS AIRPORT AUTHORITY**

**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE UTILIZATION PLAN**

CONTRACT NAME: \_\_\_\_\_

NAME OF SERVICE CONTRACTOR: \_\_\_\_\_

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

The Service Contractor fully intends to 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.

FIRM NAME ADDRESS PHONE NUMBER CONTACT PERSON FEDERAL ID NO.	CERTIFYING AGENCY CERT. DATA CATEGORY CERTIFICATION NO.	BID ITEM(S) OF WORK TO BE PERFORMED/ MATERIALS SUPPLIED	PROPOSED PERCENT
(A)	(B)	(C)	(D)

PROPOSED PERCENT MBE: \_\_\_\_\_ (percentage of total dollar amount of Agreement)

PROPOSED PERCENT WBE: \_\_\_\_\_ (percentage of total dollar amount of Agreement)

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

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

\_\_\_\_\_  
DATE



**ATTACHMENT 3**

**MBE/WBE**

**GOOD FAITH EFFORTS REPORT**

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

CONTRACT NAME: \_\_\_\_\_

NAME OF SERVICE CONTRACTOR: \_\_\_\_\_

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

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

\_\_\_\_\_  
 SER AUTHORIZED SIGNATURE

\_\_\_\_\_  
 DATE

**MINORITY/WOMEN BUSINESS ENTERPRISE UTILIZATION  
SERVICE CONTRACTOR'S 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 subService Contractor, supplier, manufacturer, Service Contractor, 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.  Publication: _____ Date _____ _____		
List the minority and women community organizations; Service Contractor's groups; local, state, and federal minority and women business assistance offices; and other organizations that provide assistance in recruitment of MBE/WBEs you contacted related to achieving maximum participation of MBE/WBEs on this contract. Please note the name of the person contacted and the date of contact.  Organization: _____ Contact Person: _____ Date: _____ Organization: _____ Contact Person: _____ Date: _____		

**ATTACHMENT 4**

**CREA FORMS**

**CITY OF ST. LOUIS**

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

**CONTRACTOR'S COMPLIANCE REPORT**

**I. FIRM DESCRIPTION**

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_

Title \_\_\_\_\_

Letting No. \_\_\_\_\_ FOR \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**II. POLICIES AND PRACTICES**

**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 subcontractors of their obligation to comply with the non-discrimination clauses?**

**H. Identify of Employee Organizations**

International Union

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

**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?**

Evaluation (Leave Blank)	
<input type="checkbox"/> Compliance	_____
_____	_____
<input type="checkbox"/> Non-Compliance	_____
_____	_____
<input type="checkbox"/> Suggested FollowUp:	_____
_____	_____
<input type="checkbox"/> Referral:	_____

YES	NO

Local number

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



**CITY OF ST. LOUIS**

**CIVIL RIGHTS ENFORCEMENT AGENCY (CREA)  
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:

<b>INTERNATIONAL UNION</b>	<b>LOCAL NUMBER</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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:

<b>LABOR CATEGORY</b>	<b>TOTAL</b>	<b>MINORITY (BLACK, ASIAN, NATIVE, HISPANIC)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Compliance Evaluation Form for General and Sub-Contractors

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

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

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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
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\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative

OCCUPATIONS	MALE EMPLOYEES					FEMALE EMPLOYEES					TOTAL ALL EMPLOYEES
	TOTAL MALES	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 also be included in appropriate category above:											
APPRENTICES											
Registered											
Unregistered											
TRAINEES											
ON THE White Collar											
JOB 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**

**PROPOSAL TO BOND FORM**

**(Proposal to Bond on Surety Company Stationery may be substituted)**

**PROPOSAL TO BOND**

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 6**

**LIVING WAGE ACKNOWLEDGEMENT & ACCEPTANCE DECLARATION**

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

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

**Agency Contract No.:** NA

**Proposer's Name:** \_\_\_\_\_

**Date Prepared:** \_\_\_\_\_

**Prepared By:** \_\_\_\_\_

**Preparer's Phone No.:** \_\_\_\_\_

**Preparer's Address and Zip Code:** \_\_\_\_\_

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

**AUTHORIZED REPRESENTATIVE CERTIFICATION:**

\_\_\_\_\_  
**Signature**

**Name (Printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A**  
**LIVING WAGE ADJUSTMENT BULLETIN**



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**ST. LOUIS LIVING WAGE ORDINANCE**

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**LIVING WAGE ADJUSTMENT BULLETIN**

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**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**

**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 \_\_\_\_\_ (**Service Contractor**).

I have the legal authority to make the following assertions:

1. \_\_\_\_\_ (**Service 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, \_\_\_\_\_ (**Service Contractor**) 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”**

**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 or Proponent, I hereby acknowledge that the Proposer or Proponent understands that the contract or agreement that will be executed with a successful Proposer or Proponent 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 or Proponent 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 or Proponent.

**AUTHORIZED REPRESENTATIVE CERTIFICATION:**

\_\_\_\_\_  
Signature

**Name (Printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_