



**CITY OF SPRINGFIELD, MISSOURI
SPRINGFIELD-BRANSON NATIONAL AIRPORT
REQUEST FOR PROPOSAL #002-2018**

PUBLIC PARKING AND TAXI LOT CONCESSIONS

RFP Due Date: January 31, 2019 at 3:00 pm CST

Location: Springfield-Branson National Airport, 2300 N. Airport Blvd, Suite 100, Springfield, MO

Assistant Director of Aviation: Kristy Bork

Email: kbork@flyspringfield.com

Phone: 417-868-0500 ext. 82005

Proposals will be received by the Springfield-Branson National Airport at the specified location until the time and date cited above. Only Proposals received by the specified due date and time will be accepted.

Proposals must be submitted in a sealed envelope with the Request for Proposal number, the Proposer's name, and address clearly indicated on the envelope. All Proposals must be completed in ink or typed and submitted by the time and date above. Failure to do so may result in your Proposal being may be rejected as non-responsive.

Proposers are strongly encouraged to carefully read the entire Request for Proposal.

Issue Date: December 17, 2018

CITY OF SPRINGFIELD, MISSOURI

STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL

1. PREPARATION OF PROPOSALS:

- A. *Proposers are expected to examine the scope of services, delivery schedule, requirements, and all instructions of the Request for Proposal. Failure to do so will be at Proposer's own risk.*
- B. *Any manufacturer's name, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The Proposer may propose any brand which meets or exceeds the specification for any item. If Proposals are based on equivalent products, indicate on the Proposal the manufacturer's name and model number. The Proposer shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed on the Proposal forms.*
- C. *All supplies and equipment offered in the Proposal must be new and of current production unless the Request for Proposal clearly specifies that used or reconditioned supplies or equipment may be offered.*
- D. *For supplies and equipment offered, firm fixed prices shall be submitted in the Proposal and shall include all packing, handling and shipping charges.*
- E. *Unless otherwise indicated, prices quoted shall be firm for acceptance for one hundred twenty (120) calendar days from Proposal opening and for the specified contract period.*
- F. *The City of Springfield does not pay federal excise and sales tax on direct purchases of tangible personal property. Missouri tax ID #12493651.*

2. SUBMISSION OF PROPOSALS:

- A. *A Proposal submitted by an Proposer must (1) be manually signed by the authorized agent of the Offeror on the Airport Request For Proposal Affidavit of Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; with one (1) original and the specified number of copies of the Proposal; (5) include a security deposit if one is required ; and (6) be delivered to the Division of Purchases and officially time stamped no later than the exact time and date specified in this Request For Proposal.*
- B. *The sealed envelope or container containing a Proposal should be clearly marked on the outside with (1) the official Request for Proposal number and (2) Proposer's name and address.*
- C. *Do not submit Proposals in response to other solicitations in the same sealed envelope. If more than one Proposal is submitted in the same container, your Proposal may be rejected as non-responsive.*

3. LEGAL NAME AND SIGNATURE: *Proposals shall clearly indicate the legal name, address, and telephone number, fax, and email address of the Proposer (company, firm, corporation, partnership, or individual). Proposals shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to legally bind the company to the submitted Proposal. Failure to properly sign the Proposal form shall invalidate same, and it shall not be considered for award.*

4. MODIFICATIONS, CORRECTIONS, OR WITHDRAWAL OF PROPOSALS:

- A. *Proposals may be modified or withdrawn by written notice received prior to the official due date and time specified. A Proposal may also be withdrawn or modified in person by the Proposer or their authorized representative provided proper identification is presented before the official due date and time. Verbal phone requests to withdraw or modify a Proposal will not be considered.*
- B. *Corrections: No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Proposal.*
- C. *After the official due date and time, no Proposal may be modified.*

5. **CLARIFICATION AND ADDENDA:** Each Proposer shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made through the Airport in writing. The Airport shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each Proposer, prior to submitting their Proposal, to contact the Airport at phone number 417-868-0500, or to check the Airport website to determine if addenda were issued and to make such addenda a part of their Proposal at: <http://www.flyspringfield.com/bizwithsaf>

6. **RESPONSIVE AND RESPONSIBLE PROPOSER:** To be considered a responsive Proposer, the Proposer shall submit a Proposal which meets the minimum requirements set forth in the Request for Proposal. To be a responsible Proposer, the Proposer shall have the capability in all respects to perform fully the minimum requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

7. **RESERVED RIGHTS:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Proposer's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, past performance records, and any additional documentation as deemed necessary by the City.

8. **THE RIGHT TO AUDIT:** The Proposer agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the Proposer's records pertaining to the work/product for a period of three (3) years after final payment.

9. **RIGHT TO PROTEST:** Appeals and remedies are provided for in the Springfield City Code and Purchasing Manual. Protestors shall seek resolution of their complaints with the Director of Aviation.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after the award information is posted publically on the City's website.

10. **ETHICAL STANDARDS:** With respect to this RFP, if any Proposer violates or is a party to a violation of the general ethical standards of the City Procurement Code and Purchasing Manual or the State of Missouri Statues, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and shall be further disqualified from submitting any future Proposals. A copy of the City's General Ethical Standards is available upon request.

11. **COLLUSION:** By offering a submission to this Request for Proposal, the Proposer certifies it has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or parties to this RFP whatsoever. Also, the Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to their own organization, that in connection with this RFP:

- A. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor.
- B. Any prices and/or cost data for this Proposal have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled official due date directly or indirectly to any other Proposer or to any competitor.

- C. *No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.*
- D. *The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into.*
- E. *No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.*

12. CONTRACT FORMS: *Any agreement, contract, or purchase order resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the City.*

13. LIABILITY AND INDEMNITY

- A. *In no event shall the City be liable to the Proposer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.*
- B. *The Proposer shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Proposer hereby assuming full responsibility for relations with sub-contractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Proposer.*
- C. *The Proposer shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.*

14. RFP FORMS: *Unless otherwise specified, Proposers must use the Request for Proposal Bid Form furnished by the Airport. Failure to do so shall be grounds for rejection of the proposal. Proposers must indicate any exceptions to the City's requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. **Taking exception to the specifications and/or terms and conditions MAY render the Proposer's proposal non-responsive and may remove it from consideration for award (depending on the Proposer's noted exceptions).** All exceptions will be reviewed on a case by case basis. If no exceptions are noted Proposers must fully comply with the City requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation you are hereby agreeing to the City's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your bid is accepted.*

15. PAYMENT TERMS: *Proposer will be required to make monthly payments by the 15th of each month, the amount will be based on the awarded proposal's offer of financial compensation as detailed in item 4.3 below.*

16. REGULATIONS: *It shall be the responsibility of each Proposer to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.*

17. PROPOSAL OPENING: *A public opening shall take place at the date and at the time specified on the Proposal form. Only the name of the Proposers that submitted Proposals will be read aloud. All other information shall*

remain confidential during the evaluation process. After a fully executed contract is in place, Proposer's may request a debriefing and Proposal files may be examined during normal working hours by appointment.

18. AWARDS:

- A. Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the Proposal. However, such discounts are encouraged to motivate prompt payment.
- B. As the best interest of the City may require, the right is reserved to make awards; to reject any and all Proposals or to waive any minor irregularity of technicality in Proposals received.
- C. Award will be made based upon Evaluation Committee recommendation after Proposals have been scored based upon award criteria specified herein.
- D. Each Proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Proposer and the City; and shall bind the Proposer to furnish and deliver at the price, and in accordance with the conditions of said accepted Proposal and detailed specifications.

19. BUDGETARY CONSTRAINTS: The City reserves the right to reduce or increase the quantity, retract any item and/or service from the Proposal, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

20. ORDER OF PRECEDENCE: Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Proposers, shall take precedence.

21. AFFIDAVIT FOR SERVICE CONTRACTS: The Proposer represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the RFP and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the RFP, knowingly employ, or subcontract with, any person who is an unauthorized alien.

22. OPEN COMPETITION: It is the intent and purpose of the Airport that the Request for Proposal process permits free and open competition. However, it shall be the Proposer's responsibility to advise the Airport if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a Proposal. The notification should be received by the Airport at least ten calendar days prior to the specified Request for Proposal due date and time.

CITY OF SPRINGFIELD
1.0 SCOPE OF WORK
RFP #002-2018

1.1 PURPOSE: This document constitutes a request for competitive, sealed proposals from qualified organizations (“Proposer”) to provide parking and taxi lot management services.

1.2 OVERVIEW: The Springfield-Branson National Airport (SGF), a Department of the City of Springfield, Missouri, is accepting proposals from qualified parties to operate the public parking lots and taxi lot concessions, hereinafter referred to as “Concessions”, at SGF. It is the Board’s intent to award a Public Parking and Taxi Lot Concession Agreement, hereinafter referred to as “Concession Agreement”, to one (1) qualified and responsible Proposer, hereinafter referred to as “Successful Proposer” or “Concessionaire”.

Goals of the Program:

- Emphasize the important of local management and staff
- Enhance the customer experience
- Keep up-to-date on technological enhancements
- Offer the Concessionaire an opportunity to make a reasonable profit
- Optimize net revenues
- Pay attention to marketing opportunities.

1.3 AIRPORT DESCRIPTION: SGF is a publically owned airport in Springfield, a city in Greene County, Missouri. The city is roughly 190 miles southwest of St. Louis and 150 miles southeast of Kansas City. With an MSA population exceeding 460,000 and a city population of approximately 165,000, Springfield is the third largest city in the state of Missouri. The airport is owned by the city of Springfield and is managed by an 11 member administrative board.

Springfield has a long-standing economic growth record:

- Springfield’s gross metro product has grown more than 50% in the last decade.
- Springfield is the economic hub of an area that spans 27 counties in Missouri and Arkansas and includes more than 1 million people.
- The Springfield metro workforce has grown more than 9.8 % in the past 10 years.
- In 2012, Greene County’s population grew by 14.5%, while neighboring Christian County remains the fastest growing county in Missouri, with a growth rate of more than 40%.

SGF functions as the primary air service gateway for this thriving area and is currently served by three branded airline systems, plus vacation carrier Allegiant Air. These airlines currently provide SGF with an average of 50 daily flights to 13 non-stop destinations:

Allegiant

- Provides Springfield with non-stop service to:
 - Los Angeles (LAX)
 - Las Vegas (LAS)
 - Phoenix (IWA)
 - Orlando (SFB)
 - Tampa (PIE)
 - Punta Gorda (PGD)
 - Ft. Walton Beach (VPS)

American

- Provides Springfield with non-stop service to:
 - Dallas (DFW)
 - Chicago (ORD)
 - Charlotte (CLT)

Delta

- Provides Springfield with non-stop service to:
 - Atlanta (ATL)

United

- Provides Springfield with non-stop service to:
 - Denver (DEN)
 - Chicago (ORD)
 - Houston (IAH)

Southwest Missouri’s strong economy has led to robust growth at SGF — since 2013 the airlines have grown SGF enplanements by 31%.

SGF ENPLANEMENTS BY YEAR

YEAR	ENPLANEMENTS	TOTAL PASSENGERS
2013	377,845	755,773
2014	424,091	846,324
2015	456,620	913,395
2016	475,573	952,703
2017	497,391	993,129
2018		

Source: SGF Statistical Summary

SGF AIRLINE SHARE AT AIRPORT

American	42.9%
Allegiant	24.7%
United	16.7%
Delta	15.7%

Source: Airport Key Performance Metrics – Boyd Group International, 2017Q2 to 2018Q1

SGF ENPLANEMENTS BY MONTH

MONTH	2013	2014	2015	2016	2017	2018
January	26,906	29,323	30,901	30,064	32,014	34,781
February	24,681	27,414	27,440	28,868	30,404	32,594
March	31,909	35,313	35,817	34,319	39,070	41,891
April	29,729	32,934	34,373	34,523	36,124	41,175
May	33,768	38,659	41,622	41,969	43,823	49,814
June	35,531	40,943	44,001	46,218	48,511	52,627
July	37,428	41,279	46,962	49,604	49,886	
August	32,184	36,878	41,565	43,617	43,853	
September	30,283	35,305	39,923	42,859	41,592	
October	33,314	36,675	41,636	45,475	47,906	
November	30,686	33,760	37,306	40,491	42,494	
December	31,509	35,608	35,229	39,123	40,061	

Source: SGF Statistical Summary

SGF FORECAST

YEAR	ACTUAL ENPLANEMENTS	FORECAST ENPLANEMENTS	LOW FORECAST	HIGH FORECAST
2013	377,928	432,516	419,911	434,758
2014	422,233	443,945	426,556	446,971
2015	456,775	455,704	419,616	459,539
2016	477,130	467,794	439,925	472,465
2017	495,738	480,223	446,655	485,758
2018		492,997	453,400	499,427
2019		506,127	460,171	513,480
2020		519,624	466,958	527,930
2021		533,492	473,764	542,783
2022		547,741	480,587	558,049
2023		562,379	487,417	573,736
2024		577,413	494,267	589,852
2025		592,854	501,123	606,409
2026		608,705	507,973	623,411
2027		624,970	514,844	640,864
2028		641,654	521,723	658,775
2029		658,765	528,602	677,149
2030		676,305	535,472	695,992

Source: SGF Airport Master Plan 2011 – Boyd Group International

The current concession rate is 87% of gross receipts; the table below shows deplaned passengers and gross receipts reported by our current concessionaire.

CALENDAR YEAR	DEPLANED PASSENGERS	CONCESSION GROSS RECEIPTS
2013	377,845	3,719,700
2014	422,233	4,134,244
2015	456,620	4,432,899
2016	475,573	4,784,652
2017	497,391	4,970,833
2018 (Thru Oct)	449,533	3,945,996

Source: SGF statistical summary and SGF monthly parking revenue summary.

1.4 PARKING AND TAXI LOTS AT THE AIRPORT: SGF has the following parking lots and taxi lot that the Concessionaire will be responsible for managing.

Short-Term Hourly Parking Lot – Said surface lot has parking capacity for approximately 296 parking spaces.

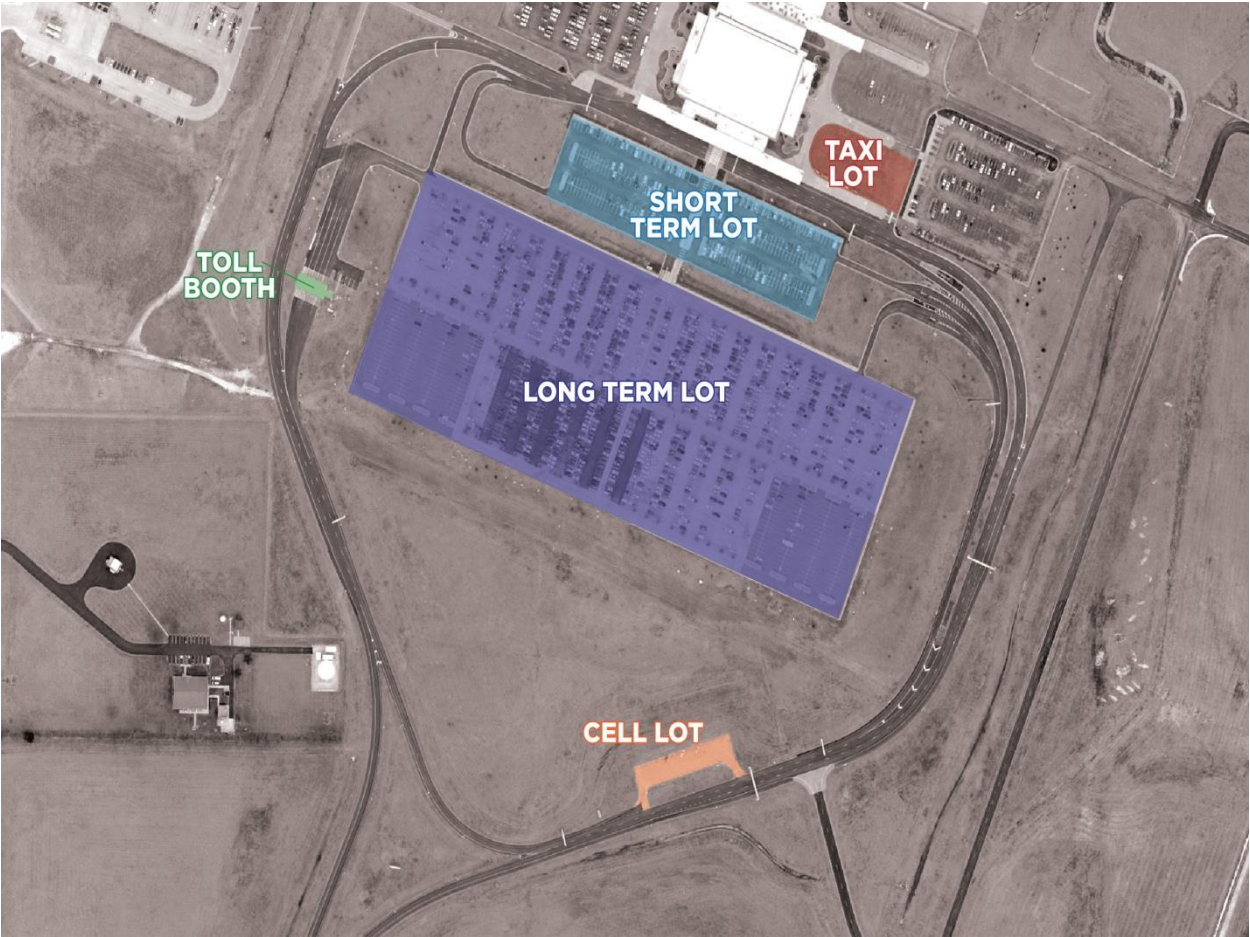
Long-Term Parking Lot – Said Surface lot has parking capacity for approximately 1,566 parking spaces.

Economy Parking Long-Term Lot – The Airport is currently working with engineers to design an economy lot, with expected construction to start in the late summer/fall of 2019 depending on funding. The Economy Lot is estimated to have parking capacity for approximately between 496-700 parking spaces.

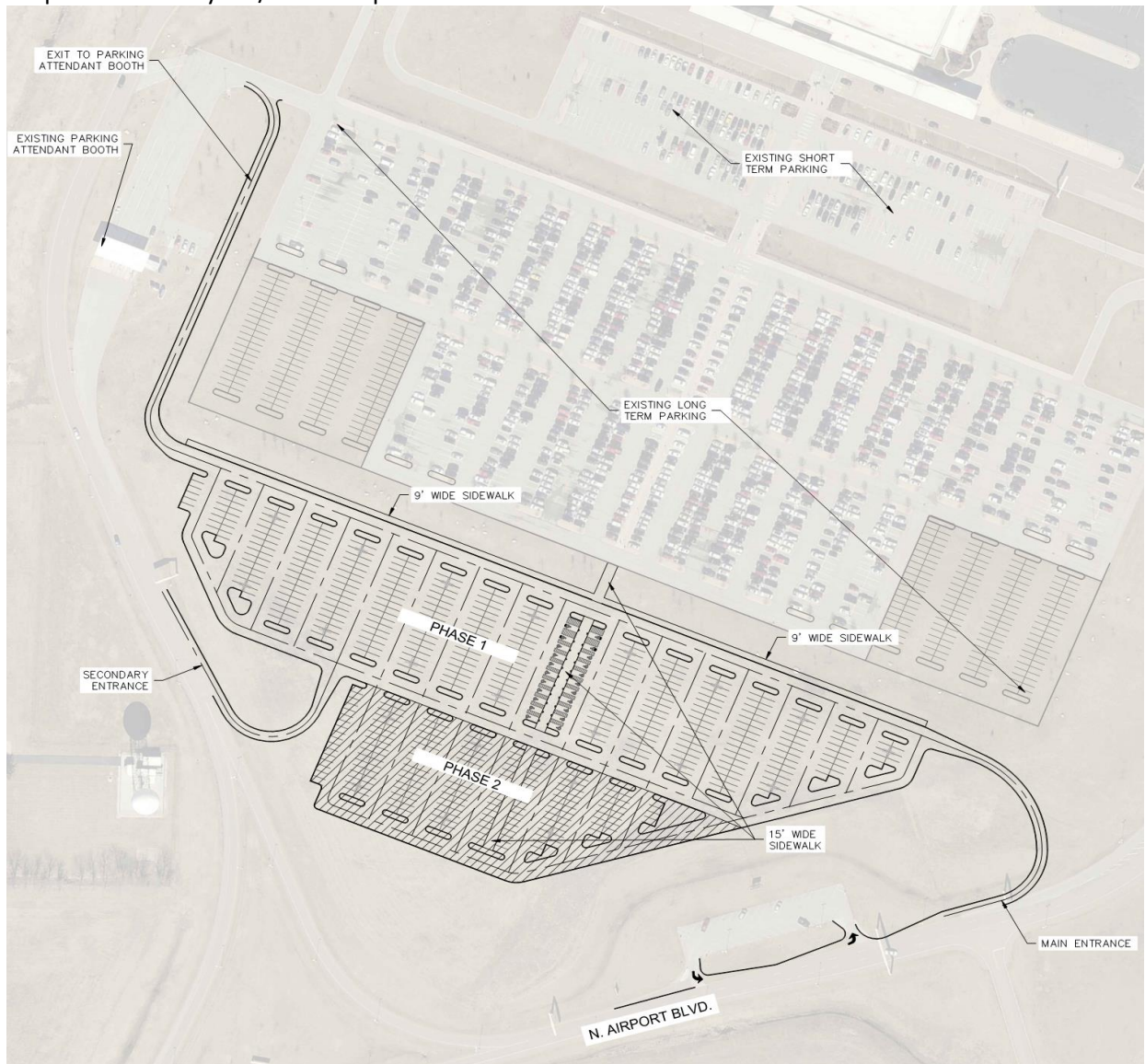
Taxi Lot Facilities. The Incumbent Concessionaire currently operates the Taxi Lot operations. The Taxi Lot is run by a debit card system where as the Taxi cab drivers are given a card they can load money on and they use to enter the Taxi Lot. The cost to enter the lot is \$3.

Noted below is the Airport owned cell phone lot, the Successful Proposer will not be required to maintain or manage that lot.

Current Parking Lots and Taxi Lot



Proposed Economy Lot/Future Expansion



1.5 SCOPE OF WORK:

The Board intends to award one (1) Concession Agreement at the Airport pursuant to procedures set forth in this RFP for the exclusive right to operate the public parking and taxi lot concessions at the Airport. The Successful Concessionaire shall be required to operate the Concessions in the facilities set forth above, or as otherwise modified during the term of the Concession Agreement. Additionally, the Successful Concessionaire will provide additional customer services, such as Valet Parking, incentive/loyalty programs, etc. as outlined and proposed on under section 1.9 below, that are currently not being provided. The Successful Proposer will be required to provide Parking Access and Revenue Control Systems, either by acquiring the currently installed system by the Incumbent Concessionaire, or provide its own equipment. Capital Improvements required of the Successful Proposer under the new Concession Agreement are summarized below under item 1.14 Capital Improvements.

1.6 MINIMUM EXPERIENCE REQUIREMENTS:

In order for the Proposer's proposal to be considered by SGF, the Proposer must meet the following minimum requirements related to experience in the airport parking industry:

- A. Each proposer must show that it has successfully operated airport public-parking concessions at a minimum of at least 5 now-operating airports (with enplanements and gross receipts that match or exceed those at Springfield-Branson National Airport), each proposer must:
 1. Summarize its experience;
 2. Include, for each airport, a contact name, title, and telephone number; and,
 3. State the specific years that the proposer operated each airport's concession.
- B. Each proposer must:
 1. State the total number of airport-parking facilities it currently operates and list their locations;
 2. Provide an organization chart that:
 3. Depicts company structure; and,
 4. Identifies the proposed supervisor for the concession;
 5. Include the proposed supervisor's resume;
 6. State its experience with operating computerized, revenue-control systems;
 7. List any cancellation, default, or notice of default from any airport or other entity in the past 5 years for:
 - a. Not paying rent/fees for 60 days or more: or,
 - b. Any other reason; and,
- C. Proposers may summarize other experience operating public-parking facilities.

1.7 FINANCIAL STATEMENTS

- A. Proposers must submit -at a minimum-these financial statements for the past 3 fiscal years:
 1. a balance sheet;
 2. an income statement;
 3. a statement of changes in fiscal position; and,
 4. all footnotes to the above.
- B. Each statement must:
 1. have an attached certification from an independent CPA; and
 2. comply with generally-accepted-accounting principles.

1.8 LEGAL INFORMATION

Each proposer must disclose any judgements against it and whether it has ever been in bankruptcy.

1.9 CUSTOMER SERVICE

Each proposer must explain and/or provide:

1. its business philosophy,
2. customer-service methodology,
3. a list of premium services that they would propose to provide to public parking users, i.e. valet parking, car detailing, easy pay, incentive/loyalty programs, peak time golf cart shuttles, air up tires, etc.

1.10 CONCESSION EMPLOYEES

- A. Each proposer must describe its employee:
 1. training techniques and performance standards;
 2. recruiting, hiring, and performance-evaluation systems;
 3. compensation, incentives or benefit plans;
 4. policies to retain competent, motivate, and well-trained employees; and,

5. staffing schedule (proposed daily personnel coverage, supervision, supervisor's pay scale, all employees' pay scale, cashiering on a weekly basis, etc.)

1.11 PARKING-LOT PROMOTION

Each proposer must describe how it will involve senior management in promoting concession parking.

1.12 OPERATION PLANS

Each proposer must disclose its:

- A. cash-control procedures (deposits, cash-accumulation prevention, forms, reporting procedures, ticket accountability, internal-audit procedures, etc.);
- B. detailed operation plans (number of employees, uniforms, hours of operation, diagrams and flow charts, etc.);
- C. "Operational Procedures and Policy Manual"—or similar document—that details:
 4. general-operating policies;
 5. customer-service policies;
 6. lost-ticket procedures;
 7. emergency procedures;
 8. supervisor's office and home addresses and telephone numbers; and
 9. personnel policies.

1.13 CAPITAL INVESTMENT AND MAINTENANCE REQUIREMENTS

In addition to any other Capital Improvements and Maintenance Requirements that Successful Proposer and the Board may agree upon during the Term of the Concession Agreement to be awarded as a result of this RFP, the Successful Proposer will be responsible for Capital Improvement and Maintenance costs as follows:

1. Parking Access and Revenue Control System – the Successful Proposer will be responsible to install and/or maintain all necessary signs, access gates and revenue control systems so that the Proposer can automate parking-fee accounting and revenue forecasting. The Successful Proposer is required to ensure installed signs, fee computers, gates, ticket spitters, and other equipment necessary to operate the concession are in good working order or replaced. The current system was installed by the current Concessionaire in the Spring of 2009.
2. Taxi Lot Access and Revenue Control System - the Successful Proposer will be responsible to install and/or maintain all necessary signs, access gates and revenue control systems so that the Proposer can automate taxi-fee accounting and revenue forecasting. The Successful Proposer is required to ensure installed signs, fee computers, gates, ticket spitters, and other equipment necessary to operate the taxi concession are in good working order or replaced. The Current system was installed in the Fall of 2017.
3. "Lot Full" Signs – Concessionaire will be required to provide and install attractive and readily visible Board-approved electronic/digital "Lot Full" signs at the Airport.
4. At no cost to the SGF, the Successful Proposer may be required, within a reasonable amount of time, to seal-coat and restripe all the parking facilities depicted above, during the term of the Concession Agreement to be awarded.
5. Additionally, in response to this RFP, the Proposer should submit a capital improvement plan that takes into account the items above, and describes how the proposer plans to implement the capital items necessary for them to run SGF parking and taxi lots. Said plan should note the dollar amount the Proposer will investment to run the parking concessions. Moreover, the Proposer should discuss how

it's Capital Investment Plan will incorporate additional services, outlined in item 1.9 above, to better serve the customers that use SGF.

1.14 TRANSITION TO NEW CONCESSIONAIRE

If at the starting of the agreement date SGF has a new concessionaire, Concessionaire must share parking-lot revenue with the former concessionaire. Revenue generated from cars parked before 11:59 p.m. on that date go to the former concessionaire. Concessionaire revenue generated from cars parked after 11:59 on that date go to the Concessionaire.

1.15 INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Proposer, the Proposer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Proposer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Proposer and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as an additional insured and shall be accompanied by the policy's endorsements adding the City as an additional insured. Such notices shall be sent via email to jlatimer@flyphspringfield.com, faxed to 417-868-0501, or mailed to:

Springfield-Branson National Airport, 2300 N. Airport Blvd, Suite 100, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below: Such policies shall name the City as an additional named insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1, each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimmunity.php>) as follows:

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation: Statutory coverage per R.S.Mo. 287.010 et seq
Employer's Liability: \$1,000,000.00

b. Commercial General Liability Insurance: Including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty Dollars (\$2,865,330.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Twenty-Nine Thousand Seven Hundred Ninety-Nine Dollars (\$429,799.00)** for any one person in a single accident or occurrence.

c. Automobile Liability Insurance: Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty Dollars (\$2,865,330.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Twenty-Nine**

Thousand Seven Hundred Ninety-Nine Dollars (\$429,799.00) for any one person in a single accident or occurrence.

d. Subcontracts: In case any or all of this work is sublet, the Proposer shall require the Subcontractor to procure and maintain all insurance required by the City of Springfield as listed above. Proposer shall require any and all Subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks.

e. Notice: The Proposer shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

1.16 ADDITIONAL REQUIREMENTS:

The Proposer shall comply with all statutes and regulations of federal, state, county, and city governments applicable to the Proposer's operation.

The Proposer shall at all times keep the City free and clear from all claims, liens and encumbrances arising from the making of repairs, alterations, additions or improvement of the premises by the Proposer pursuant to the terms of the contract.

The Proposer understands and agrees that the City shall not be responsible for any loss to the Proposer due to the temporary suspension of operation, regardless of the cause including, but not limited to, mechanical failure of equipment, power failure, weather conditions, force majeure, riots, or civil commotion.

CITY OF SPRINGFIELD
2.0 GENERAL TERMS AND CONDITIONS
RFP #002-2018

- 2.1 INVESTIGATION OF CONDITIONS:** Before submitting a proposal, Proposers shall carefully examine the specifications, visit the site of the work, and fully inform themselves as to all existing conditions and limitations including verification of measurements and quantities.
- 2.2 CONTRACT TERM:** The contract term is expected to begin on July 1, 2019 and shall be for a period of five years, as stated on the Notice of Contract Award. At the mutual agreement of both parties, the contract may be renewed for an additional five year term.
- 2.3 QUANTITIES:** Quantities listed are estimates for bid purposes only; actual quantities may be more or less. The number of locations and annual number of transaction are subject to change.
- 2.4 TITLE:** SGF owns any improvements Concessionaire makes to its leasehold, which Concessionaire must keep in good repair. During the agreement, Concessionaire owns all furniture, furnishings and supplies it uses on its leasehold. When Agreement ends SGF owns these things and Concessionaire may only remove items as Board directs; and must repair all leasehold damage that removal causes.
- 2.5 TAXES AND FEES:** The Proposer shall be responsible to pay all taxes, assessments, fees, or penalties which may be levied or assessed on, or in respect to, the equipment, its use, or any interest therein.
- 2.6 LICENSES AND PERMITS:** All licenses and permits necessary for the prosecution of the work shall be secured and paid for by the Proposer. The Proposer shall give all notices and comply with all laws, ordinances and regulations bearing on the conduct of the work (as specified).
- 2.7 COORDINATION:** The Proposer shall fully coordinate its activities in the performance of the contract with the activities of SGF.
- 2.8 TIME OF COMPLETION:** Notwithstanding the term of the Contract, the Proposer shall complete all work and provide all services in accordance with the schedule of time promised by the Proposer in the Proposer's bid.
- 2.9 SAFETY PRECAUTIONS:** The Proposer shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these Contract Documents. The Proposer shall also comply with all regulatory agencies requirements for safety.
- 2.10 SITE CLEANLINESS:** The Proposer shall maintain a safe and clean worksite continuously throughout the duration of the project. The Proposer shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris and waste materials shall not be left at the customer's premises, but shall be disposed of at the Proposer's facilities.
- 2.11 REPAIR OF DAMAGES:** It is the responsibility of the Proposer to repair any damages incurred in the area that is directly related to the project. When damages occur, SGF's Representative is to be notified and shall inspect the repairs upon completion.
- 2.12 FORCE MAJEURE:** The Proposer shall not be held liable if the failure to perform under this contract arises out of causes beyond reasonable control of the Proposer. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Proposer's employees, or by any other force majeure event. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Proposer. If a force majeure situation arises, the Proposer shall promptly notify SGF in writing of such condition and the cause thereof.

CITY OF SPRINGFIELD
3.0 PROPOSAL TERMS AND CONDITIONS
RFP #002-2018

PROPOSAL TERMS AND CONDITIONS: The following terms and conditions apply to submitting Proposals in response to this Request for Proposal:

- 3.1 INCURRED EXPENSES:** SGF is not responsible for any expenses which Proposers may incur in preparing and submitting Proposals called for in this Request for Proposal.
- 3.2 INTERVIEWS:** SGF reserves the right to conduct personal interviews or require presentations of any or all Proposers prior to selection. SGF will not be liable for any costs incurred by the Proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.)
- 3.3 REQUEST FOR ADDITIONAL INFORMATION:** The Proposer shall furnish such additional information as SGF may reasonably require. This includes information which indicates financial resources as well as ability to provide services. SGF reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate.
- 3.4 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:** SGF reserves the right to negotiate modifications to Proposals that it deems acceptable, reject any and all Proposals, and to waive minor irregularities in the procedures.
- 3.5 PROPOSALS BINDING:** All Proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.
- 3.6 PROPRIETARY INFORMATION:** In accordance with the Missouri Sunshine Law, and except as may be provided by other applicable state and federal law, all Proposers should be aware that Requests for Proposals and the responses thereto become open public records once a contract is negotiated or all proposals are rejected. However, Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City of Springfield.
- 3.7 PROPOSER'S CERTIFICATION:** By submitting a Proposal, the Proposer certifies that he has fully read and understands the Proposal method and has full knowledge of the scope and nature and quality of work to be performed. The Proposer further certifies that no employee of the City of Springfield has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Springfield employees or their family members.
- 3.8 EXCEPTIONS:** If the Proposer desires to take exception to any terms, conditions and requirements of the RFP, the Proposer must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Proposer may be considered in the evaluation of Proposals.
- 3.9 LATE PROPOSALS:** Proposals received by SGF after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the Proposals to the location designated for

receipt of Proposals. SGF and the City of Springfield is not responsible for the United States Postal Service or private couriers in regards to mail being delivered by the specified time so that a Proposal can be considered. All Proposals will be received at the time and place specified and made available for public inspection when a fully executed contract is in place.

3.11 COMPLETENESS: All information required by the Request for Proposal must be supplied to constitute a responsive Proposal. SGF reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

3.12 SCHEDULE: The following is the schedule of events which are anticipated by SGF for the implementation and completion of the project. SGF may, in its discretion, revise the schedule of events at any time as may be in its best interest:

Publish Request for Proposal	December 17, 2018
Final Questions Due from Proposers	January 16, 2019
SGF's Response to Questions	January 23, 2019
Proposals Due	January 31, 2019
Contract Start Date	July 1, 2019

CITY OF SPRINGFIELD
4.0 FORMAT, CONTENT, AND SUBMISSION OF PROPOSALS
RFP #002-2018

In order for the Committee to adequately compare Proposals and evaluate them uniformly and objectively, all Proposals shall be submitted in accordance with this format. The Proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

4.1 QUALIFICATIONS:

4.1.1 **Title Page:** The complete legal name, address, Federal ID number or Social Security number, permanent address, telephone number, address of the Proposer including the name of the person and their direct phone number and email address to contact for discussion of the Proposal.

4.1.2 **Table of Contents**

4.1.3 **Letter of Transmittal** - Limit to one (1) or two (2) printed pages

4.1.4 Overview of the company, including the year founded, office locations, and the number of years Proposer has provided the services specified herein.

4.1.5 A list of current clients (airports) managed by the Proposer for similar concession agreements, as well as five (5) specific references as outlined and requested in item 1.6 above.

4.1.6 Provide applicable financial and legal information as outlined in item 1.7 and 1.8 above.

4.1.7 A description of the Proposer's customer service plan, and training and employees recruitment plans, as outlined/requested in sections 1.9 and 1.10 above.

4.1.8 A description/overall operational plans as described in item 1.12 above.

4.2 PROPOSER'S MINIMUM INVESTMENT: Proposer must submit its proposed minimum investment plan for parking and taxi operations as set out by item 1.13 Capital Investment above.

4.3 OFFER OF FINANCIAL COMPENSATION TO SGF: The Proposer has thoroughly examined the entire Request for Proposal (RFP), including all addenda thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the Proposal attached hereto and incorporated herein, as follows:

4.3.1 **Concession Fees:** The Proposer will be required to pay Concession Fees to the Board for the privileges and rights of operating the Concessions in an amount equal to the greater of: (1) the Gross Revenues Percentage Payments or (2) the Minimum Annual Guarantee

Gross Revenues Percentage Payment: Each submitted Proposal shall clearly specify the percent of Gross Revenues it agrees to be bound to pay for the entire Term of the Agreement. Tiered percentage proposals, i.e., effective percentage based on different levels of Gross Revenues, are acceptable. However, the Gross Revenue Percentage Payment at all tiers must be no less than eighty seven percent (87%).

Minimum Annual Guarantee and Gross Revenue Percentage Payment: Each proposer shall specify the Minimum Annual Guarantee they propose for the first year of the Term of

the Contract. Each subsequent year the Minimum Annual Guarantee shall be 85% of the concessionaire's previous year's Concession Fee.

4.4 FORMS AND ATTACHMENTS: The Affidavit of Compliance Form is required to be sent with your Proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any addenda to the RFP shall be acknowledged on this form. The Proposal shall be signed by a party authorized by law to bind the Proposer, such as an officer listed on a corporation's filing with the Missouri Secretary of State, an owner, or a managing member of an LLC or partnership.

Proposal Security: Proposals must include \$20,000 proposal security either by: (1) a check payable to the Springfield-Branson National Airport; or, (2) a bond from a surety company authorized to do business in Missouri. The Board will return security to proposers that Board does not select as concessionaire; and, the proposer that Board does select, but only if that proposer timely complies with "Performance Security" in "Concessionaire Agreement."

4.5 PROPOSAL DUE DATE: Sealed Proposals with one (1) original, one (1) electronic copy to be submitted on a flash/thumb drive and three (3) complete paper copies will be received at SGF no later than **3:00 p.m., Thursday, January 31, 2019.** Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery:
**SPRINGFIELD-BRANSON NATIONAL AIRPORT
KRISTY BORK
2300 N. AIRPORT BLVD, SUITE 100
SPRINGFIELD, MO 65802**

Submitted sealed envelopes should be marked:
**"REQUEST FOR PROPOSAL: #002-2018"
Proposer's Name and Address**

4.6 ADDENDA: If it becomes necessary to revise or amend any part of this Request for Proposal, an addendum will be posted on the City's website at <http://www.flyspringfield.com/bizwithsgf>.

4.7 PROPOSAL EVALUATION PROCESS: The steps and activities in the Proposal process will include the following:

4.7.1 An Evaluation Committee consisting of at least three (3) members will be established to review and evaluate all Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.

4.7.2 The Committee will first review each Proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a Proposal.

4.7.3 Proposals will then be evaluated and ranked in accordance with the evaluation criteria. When necessary, a shortlist will be developed listing the highest ranked Proposals.

4.7.4 SGF will confer with all responsible Proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed Proposers.

4.7.5 SGF reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals and such revisions may be permitted after submission of Proposals and prior to award of a contract.

4.7.6 SGF reserves the right to reject any and all Proposals and to waive minor irregularities. SGF further reserves the right to seek new Proposals when such a procedure is reasonable and in the best interests of SGF.

4.8 CRITERIA FOR AWARD:

The following table will be used to evaluate each proposal:

#	Criterion	Possible Points
(1)	Prior experience and qualifications operating airport-parking lots	15
(2)	Financial ability to conduct business and provide capital improvements	10
(3)	Customer service plans and customer upgrades	5
(4)	Proposed annual-minimum-guaranteed-rent and %-of-gross-receipts amounts	25
(5)	Plans to meet DBE goals, or evidence of good faith efforts to meet them	5
(6)	Proposed staffing and scheduling, and employee pay scales	10
(7)	Internal controls to prevent theft of parking-lot revenue and automobiles	5
(8)	Capital Investment (arms, ticket spitters, computer systems, etc.)	20
(9)	Proposal detail and logic	5

Evaluation committee may, during the evaluation process, request from any Proposer additional information which the District deems necessary to determine the Proposer’s ability to perform the required services. If such information is requested, the Proposer shall be permitted three (3) working days to submit the information requested.

*On August 8, 2016, in General Ordinance 6301, City Council voted to amend the Springfield City Code, Chapter 2, Administration, Article VI, Finances, Division 2, Purchasing, Section 2-401, known as the Purchasing Manual, by amending Subsection 13-3.104.1.(D) to clarify the local preference provision and by deleting Subsections 13-3.105.2 and 13-3.105.3 to remove a conflicting local preference provision. This amendment specifies that when an RFP is evaluated, the score given to Proposers within the Springfield Metropolitan Statistical Area for the criteria of cost shall be increased by 10 percent of the total points possible for cost.

4.9 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS: To ensure fair consideration for all Proposers, the City of Springfield prohibits communication to or with any department, board, or employee during the submission process, except as provided. Additionally, the City prohibits communications initiated by a Proposer to the City official(s) or employee(s) evaluating or considering the Proposals prior to the time a fully executed contract is in place. Any communication between Proposer and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the Proposal. Such communications initiated by a Proposer may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future Proposal(s).

4.9.1 Any questions relative to interpretation of specifications or the Proposal process shall be addressed to SGF in writing, in ample time before the period set for the receipt and opening of Proposals. No inquiries, if received after the deadline for final questions date listed in the Scope of Work will be given

any consideration. Any interpretation made to prospective Proposers will be expressed in the form of an addendum to the RFP which, if issued, will be conveyed in writing to all prospective Proposers by the City's response to question date listed in the Scope of Work.

- 4.9.2 It will be the responsibility of the Proposer to contact SGF prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge addendum with the Proposal.
- 4.9.3 Successful Proposer will be notified by mail and award information will be posted on www.flyspringfield.com.

CITY OF SPRINGFIELD
5.0 CONTRACT TERMS AND CONDITIONS
RFP #002-2018

- 5.0 SERVICES:** SGF agrees to engage the services of the Proposer and the Proposer agrees to perform the services in strict accordance with the terms and conditions of the Request for Proposal, and in accordance with the standard of care, skill and expertise ordinarily used by other members of Proposer's profession in performing similar services.
- 5.1 CONTRACT DOCUMENTS:** The agreement between SGF and the Proposer shall consist of (1) the Request for Proposal and any amendments thereto, (2) the proposal, as accepted, submitted in response to the Request for Proposal, (3) the award letter and (4) negotiated Contract. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Invitation for Bid and amendments thereto shall govern over the Proposer's Proposal and amendments thereto. However, SGF reserves the right to clarify any Contractual relationship in writing with the concurrence of the Proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid or the Proposer's proposal. In all other matters not affected by the written clarification, if any, the Invitation for Bid shall govern. The Proposer is cautioned that the proposal shall be subject to acceptance without further clarification.
- 5.2 MODIFICATION OF CONTRACT:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by SGF and the Proposer and processed through SGF. Upon request by SGF, the Proposer shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.
- 5.3 AUTHORIZATION:** The services of the Proposer shall commence only as authorized in writing by written notice and shall be undertaken and completed as promised by the Proposer. The term of the agreement shall be for the period specified in the Notice of Contract Award.
- 5.4 TERMINATION OF CONTRACT**
- 5.4.1 **FOR BREACH:** If, through any cause, the Proposer shall fail to fulfill in a timely and proper manner Proposer's obligations under this contract, or if the Proposer shall violate any of the covenants, agreements, or stipulations of this contract, SGF shall thereupon have the right to terminate this contract by giving written notice to the Proposer of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.
- 5.4.2 **FOR CONVENIENCE:** SGF shall have the right at any time by written notice to Proposer to terminate and cancel this contract, without cause, for the convenience of SGF, and Proposer shall immediately stop work.
- 5.5 CONFLICTS**
- 5.5.1 Proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Proposer further covenants that in the performance of this contract no person having such interest shall be employed.

5.5.2 No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

5.6 ASSIGNMENT: The Proposer shall not assign or transfer any interest in this contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of SGF. Any such assignment is expressly subject to all rights and remedies of SGF under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require SGF to give any notice to any such assignee of any actions which SGF may take under this agreement, though SGF will attempt to so notify any such assignee.

5.7 PERSONNEL

5.7.1 The Proposer represents that Proposer will secure at Proposer's own expense, all personnel required to perform the services called for under this contract by Proposer. Such personnel shall not be employees of or have any contractual relationship with the City of Springfield except as employees of the Proposer. All of the services required hereunder will be performed by the Proposer or under Proposer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of SGF.

5.7.2 The Proposer represents, in accordance with RSMo statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City of Springfield affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.

5.8 GENERAL INDEPENDENT CONTRACTOR CLAUSE: This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Proposer will be an independent Proposer and not the City of Springfield's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Proposer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Proposer's activities and responsibilities hereunder. The Proposer agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Proposer and the City of Springfield, and the City will not be liable for any obligation incurred by the Proposer, including but not limited to unpaid minimum wages and/or overtime premiums.

5.9 PROPOSER'S RESPONSIBILITY FOR SUBCONTRACTORS: It is further agreed that Proposer shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Proposer is for the acts and omissions of persons it directly employs. Proposer shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to Proposer by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Proposer the same power regarding termination of any subcontract as the City may exercise over Proposer under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the Subcontractor and the City or between any Subcontractors.

5.10 CITY BENEFITS: The Proposer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

5.11 NON-DISCRIMINATION: The Proposer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Proposer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

5.11.1 This Proposer and any Subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime Proposers and Subcontractors to employ and advance in employment qualified protected veterans.

5.11.2 This Proposer and any Subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Proposers and Subcontractors to employ and advance in employment qualified individuals with disabilities.

5.12 CERTIFICATION OF NON-RESIDENT/FOREIGN CONTRACTORS: If the Proposer is a foreign corporation or non-resident Proposer, it is agreed that the Proposer shall procure and maintain during the life of this contract:

5.13.1 A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

5.13.2 A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

5.13 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM:

The ACDBE goal for non-car rental concessions at the Airport is 1%.

Proposer is an Airport concessionaire as defined by 49 C.F.R. 23.3. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R. Part 23. Proposer or its subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

Proposer shall employ Good-Faith Efforts to carry out the Airport's ACDBE policy through its own participation (if Proposer is an ACDBE), award of subcontracts to disadvantaged business enterprises, and utilization of DBE/ACDBE suppliers, where feasible. Proposer is expected to solicit bids from available DBE/ACDBE subcontractors or suppliers.

Proposer shall submit periodic reports of subcontractor and/or supplier awards to ACDBE firms in such form and manner and at such times as the Board shall prescribe. Proposer shall provide access to books, records, and accounts to authorized officials of the Board, Board, state, and/or federal agencies for the purpose of verifying ACDBE participation and good-faith efforts to carry out the ACDBE Policy and Program. Proposer may be subject to a post-contract DBE/ACDBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of a Proposer's good-faith efforts on future airport contracts.

Proposer shall maintain records showing:

- 1) All subcontract/supplier awards, specifically awards to DBE/ACDBE firms;
- 2) Specific efforts to identify and award such contracts to DBE/ACDBEs; and
- 3) Submit when requested, copies of executed contracts to establish actual DBE/ACDBE participation.

The Board encourages Proposer to utilize currently approved and certified ACDBE firms on the contract for ACDBE goal achievement and credit purposes. The Missouri Department of Transportation (MODOT) has a Unified-Certification Program (UCP), which maintains a directory specifying whether a firm is DBE-certified under 49 C.F.R. Part 26 and ACDBE-certified under 49 C.F.R. Part 23. The Board has adopted the directory as its own. UCP revises the Directory every 2 weeks at:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

Failure by Proposer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Proposer shall include this clause in each subcontract it signs with a subcontractor.

5.14 LIABILITY AND INDEMNITY: The parties mutually agree to the following:

5.14.1 In no event shall the City of Springfield be liable to the Proposer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

5.14.2 The Proposer shall defend, indemnify, and hold harmless the City of Springfield, its elected or appointed officials, agents and employees, from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of or connected with, this contract, or the work of any subcontract there under (the Contract or hereby assuming full responsibility for relations with Subcontractors), including but not limited to claims for personal injuries, death, property damage, or for damages from the award of this contract to Proposer.

5.14.3 The Proposer shall indemnify and hold the city harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

5.14.4 The indemnification obligations of Proposer hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Proposer, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

5.14.5 The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

5.14.6 Proposer affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Proposer's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

5.15 INSURANCE: As per the amounts set forth in the Request for Proposal, the certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City of Springfield within ten (10) days of the date of receipt of the Award of the contract to the Proposer, and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in

question prior to modification or cancellation of such insurance. Such notices shall be sent via email to jlatimer@flyspringfield.com, faxed to 417-868-0501, or mailed to:

Springfield-Branson National Airport
Joy Latimer, Legal Counsel
2300 N. Airport Blvd, Suite 100
Springfield, MO 65802

- 5.16 OCCUPATIONAL LICENSE:** The Proposer shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Proposer. No contract will be executed by the City until this occupational license has been obtained.
- 5.17 EXCHANGE OF DATA:** All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Proposer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
- 5.18 CONFIDENTIALITY OF DOCUMENTS:** Any reports, data, design or similar information given to or prepared or assembled by the Proposer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Proposer without prior written approval of the City.
- 5.19 COMPLIANCE WITH LAWS:** Proposer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Proposer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Proposer is current.
- 5.20 JURISDICTION:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
- 5.21 ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
- 5.22 WAIVER:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
- 5.23 SECURITY REQUIREMENTS:** Proposer shall comply with all current and future security regulations and requirements as may be promulgated by the Federal Aviation Administration ("FAA"), Transportation Security Administration ("TSA"), the Airport Board or any other governmental unit with jurisdiction.
- 5.24 WAR OR NATIONAL EMERGENCY:** During a time of war or national emergency, Airport may enter into an agreement with the United States that suspends Agreement in whole or in part.
- 5.25 SUBORDINATION:** Agreement is subordinate to any existing or future agreements between Board and the United States, or any U.S. agency, relative to Airport operation, development, or maintenance, if the United States: Will grant Board funds for airport development only on the condition that Board executes those agreements; and, Generally requires other civil airports that receive Federal funds to execute like agreements.
- 5.26 LEGAL EXPENSES:** If either party pursues legal action on Agreement, the City, if a prevailing party, may recover interest, reasonable attorney's fees, court costs; and, litigation expenses, including expert witness fees and expenses

5.27 NOTICES: All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to SGF and Proposer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

Notice and Instructions to Bidders/Vendors
Regarding Sections 285.525 through 285.550 RSMo, Effective January 1, 2009 and Section 292.675
RSMo, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, 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 contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMo 285.530 (2)]

RSMo 285.530 pertains to all solicitations for services over \$5,000. RSMo 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMo 285.530 applies if the services portion of the solicitation is over \$5,000.

1. Affidavit for Service Contracts over \$5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 RSMo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

- a. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU). See *attached sample*.

The City of Springfield encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.uscis.gov/e-verify> or by calling **888-464-4218**.

**Affidavit of Compliance with Section 285.500, RSMo, et seq.
For All Agreements Providing Services In Excess Of \$5,000.00.
Effective January 1, 2009**

STATE OF _____)

) ss.

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,

State of _____, personally appeared _____ (*Name*)

who is _____ (*Title*) of _____

(*Name of company*), a (*circle one*) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo, et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature _____

Print Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security –Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

**Springfield-Branson National Airport
REQUEST FOR PROPOSAL BID FORM
Public Parking and Taxi Concessions**

Responses Due: January 31, 2019, 3:00 p.m., local time

Mail Response To: Kristy Bork, Assistant Director of Aviation – Administration and Finance
Springfield-Branson National Airport
2300 N. Airport Blvd Ste 100
Springfield, MO 65802

Submit One Original Response and Three Copies

Firm Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

City/State/Zip: _____

Phone/Fax: _____

E-mail: _____