



The following includes described changes, corrections, clarifications, deletions, and additions for the Request for Qualifications (also referred to as RFQ) for Aviation Consulting Services in response to questions submitted by a potential proposer:

- Does a signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program need to be included in the proposal response or only provided if selected?

Yes, submit the affidavit and the signature page with the proposal.

- Please provide additional details on the anticipated scope of services for “Safety Management Systems.”

Upon further consideration, the airport has removed safety management systems from the potential additional services.

- Please clarify the intent of “Financial Compliance” in the anticipated associated scope of services (2nd bullet point at top of page 9 of 16).

In providing services, we expect the consultant to ensure that *all* rates and charges established by the airport are in compliance with FAA requirements.

- Can a project organization chart be included?

See attachment.

- Can resumes of key staff be included in an appendix?

Yes.

- Part III of the RFQ, states: “Following the first round of interviews, the evaluation committee will determine the top candidate(s) and request their fee schedules and pricing information.”; however, the Evaluation Factors (Section 6.0) states that “estimated costs of the project and hourly rates” are to be provided as part of proposals. Please clarify if the estimated cost of the project and hourly rates should be included in the proposal or are only to be provided after the first round of interviews.

The committee will not evaluate fee schedules and pricing until after the first round of interviews, so do not include that financial information in the proposal.

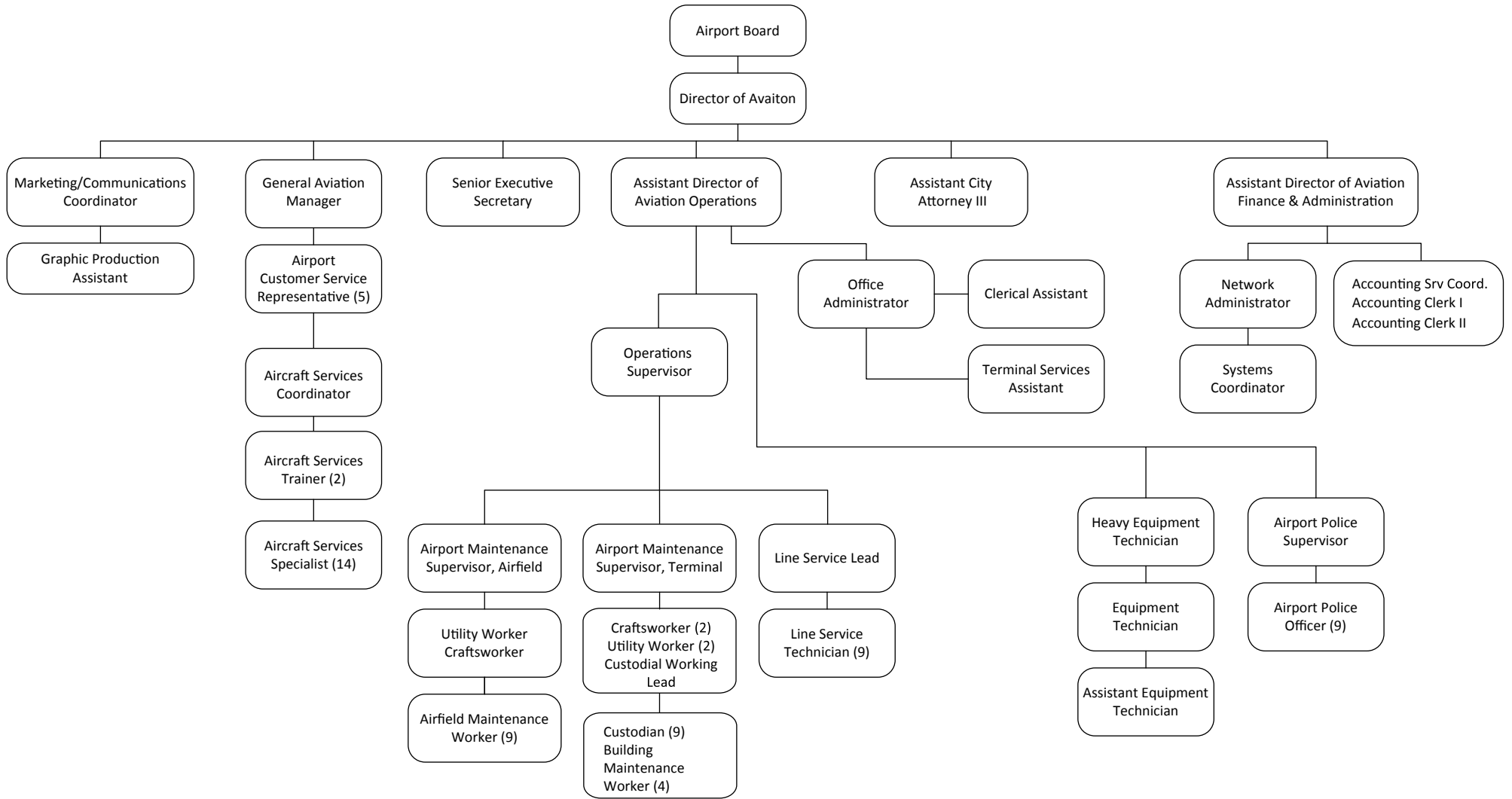
- Please clarify whether Passenger Facility Charge Program/application services are to be included in the scope of work.

PFC program services will not be included in the initial scope of work regarding the airline negotiations. However, PFC services may be needed during the term of the contract.

- Should Form 4 be completed for the prime (even if the prime is not DBE)? Should Form 4 be completed for each subconsultant team member whether they are DBE or not?

Yes, complete and submit Form 4 for the prime, even if it is not a DBE. No subconsultant information is necessary.

An updated version of the RFQ is attached with changes and clarifications **in red**.



Springfield-Branson National Airport

City of Springfield, Missouri



Springfield-Branson
NATIONAL AIRPORT

2300 n airport blvd ste 100
 springfield missouri 65802
 p 417.868.0500 f 417.868.0501

REQUEST FOR QUALIFICATIONS (RFQ) #2022-002-SGF

The City of Springfield, by and through Springfield-Branson National Airport (SGF), will accept electronically submitted statement of qualifications from qualified persons or firms interested in providing the following:

AVIATION BUSINESS CONSULTANT SERVICES

IN ACCORDANCE WITH THE ENCLOSED REQUIRED QUALIFICATIONS

STATEMENT OF QUALIFICATIONS MUST BE EMAILED TO AIRPORT LEGAL COUNSEL JOY LATIMER, JLATIMER@FLYSPRINGFIELD.COM, PRIOR TO THE CLOSING DATE OF OCTOBER 14, 2022, AT 3:00 pm CST

A PRE-SUBMITTAL CONFERENCE IS SCHEDULED VIA ZOOM FOR OCTOBER 4, 2022, at 10:00 am CST
<https://us06web.zoom.us/j/88178281107?pwd=RWRvbDBPVHNaTktVV1lvNitmanVWUT09>
 Meeting ID: 881 7828 1107 Passcode: 939299

The cutoff for any questions pertaining to this solicitation is OCTOBER 7, 2022, at 3:00 pm CST.
Any questions shall be submitted in writing to the Legal Counsel identified above.

Statement of Qualifications Submitters are to submit all pages of this RFQ identified with “RETURN THIS PAGE” stated on the bottom right corner of said pages. Failure to do so shall render your submittal non-responsive. The undersigned certifies that he/she has the authority to bind this company in a contract to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is REQUIRED to complete, sign and return this form with their submittal.**

NOTE: All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Fax #

Date

Tax ID #

E-mail

Entity Type

Missouri Charter Number or Exemption Number

RETURN THIS PAGE

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Exhibit A: Sample Contract

PART I: INSTRUCTIONS TO RESPONDENTS

1.0 Purpose: Springfield-Branson National Airport (SGF) is requesting statements of qualifications to establish a contract for Aviation Business Consultant Services.

2.0 Submittal Posting: A list of the proposing companies will be posted on the airport's website on October 17, 2022, at <https://www.flyspringfield.com/bizwithsgf>.

3.0 Delivery Requirements:

Any Statement of Qualifications received after the above stated time and date will not be considered. It shall be the sole responsibility of the qualified firm/provider to have their Statement of Qualifications delivered via email in PDF format to Airport Legal Counsel Joy Latimer at jlatimer@flyspringfield.com.

4.0 Clarification and Addenda:

4.1 Each Proposer shall examine the Request for Qualifications 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 Qualifications shall be made to Airport Legal Counsel in writing. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

4.2 **It shall be the responsibility of each Proposer, prior to submitting their Submittal, to check the Airport's website at <https://www.flyspringfield.com/bizwithsgf> to determine if addenda were issued and to make such addenda a part of their Submittal.**

5.0 Reserved Rights:

The City reserves the right to make such investigations as it deems necessary to make the determination of the qualified firm's/provider's responsiveness and responsibility. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records. The City reserves the right to reject all submissions and waive any irregularities and informalities provided.

6.0 Evaluation Factors:

The significant evaluation factors to be used in the selection process by the Selection committee are as follows:

1. Demonstrable knowledge of business issues involving all airport contractual segments including Airline Agreements, concession agreements, third party development, advertising, and parking agreements in small hub commercial airports
2. Thorough understanding of the economic model alternatives for rate making methodologies for a variety of airport business applications
3. Understanding of the different approaches between legacy and ultra-low-cost airlines and the respective business models
4. Strong knowledge of airport operations, space use, capital planning, and sources and uses of funding
5. Understanding of air service trends
6. Familiarity with the rental car industry and trends
7. Familiarity with the alternative business models for parking management systems
8. Experience in facility management and asset maintenance and sustainability
9. Specialized experience with small hub airports
10. Past performance of previous projects
11. Workload capacity of firm
12. Estimated cost of project/hourly rates **(to be considered after first round interviews – cost estimates should not be included in the proposal).**

Note:

1. **The City will appoint an evaluation committee whose responsibilities will include the evaluation of each statement of qualifications and making selection recommendations based on the evaluation criteria above. The City reserves the right to obtain clarification or additional information from any firm/team regarding their submitted statement of qualifications.**
2. **Submittals will be ranked by the evaluation committee from highest to lowest with 1 (one) being the highest score and so on.**

3. The City of Springfield reserves the right to select the most qualified firm/team(s) deemed to be most advantageous to the City.

7.0 Best and Final Offer:

The City reserves the right to conduct pre-award discussions, interviews, pre-contract negotiations, and if necessary, a best and final offer (BAFO) with any or all responsive and responsible Proposers who submit Statement of Qualifications determined to be reasonably acceptable of being selected for award. The City reserves the right to award a contract to a firm solely based on their initial submittal submitted without any further interview, discussion and negotiations.

7.1 Interviews: The City reserves the right to conduct personal interviews or require presentations of any or all Proposers prior to selection. The City will not be liable for any costs incurred by the Proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

7.2 Negotiations: The City reserves the right to enter into negotiations with the highest-ranking firm. If negotiations with the highest-ranking firm fail, the City may enter into negotiations with the second highest-ranking firm and so on until a contract is executed or if all negotiations fail a new solicitation may be warranted.

8.0 Equal Employment Opportunity Clause:

The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all qualified firms/providers that affirmatively ensure that minority businesses will be afforded full opportunity to submit Qualifications in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award. The City of Springfield encourages the participation of Disadvantage Business Enterprises (DBEs).

9.0 Contract Agreement:

The contract resulting from the acceptance of a proposal by the City of Springfield shall be in a form supplied by the City of Springfield and shall reflect the specifications in this RFQ. The City of Springfield reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in the RFQ, and which is not approved by the City Attorney.

10.0 Submittal Costs:

The City of Springfield shall not be responsible for the costs incurred by the firm/team in preparing, submitting or presenting in response to the RFQ.

11.0 Applicable Law:

All applicable laws and regulations of the State of Missouri and the City of Springfield, Missouri including the City's Procurement Regulations and Procedures stated in the City Purchasing Manual shall apply to any resulting agreement, contract, or purchase order.

12.0 Jurisdiction:

This RFQ and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

13.0 Conflict: By submission of its response, the Proposer certifies that they are in compliance with items 13.1 through 14.4.

13.1 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 applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Service Provider further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Service Provider. City of Springfield Charter Sec. 19.16 also prohibits City board members from contracting with the department the board administrates or with the board he or she is a member of. Please be aware that you have a duty to disclose any member of your business that has a position on a City of Springfield board or commission, is a City Council Member, a City employee, or the spouse or dependent child of a City employee. Failure to do so may render the contract with the

City of Springfield void and result in the board member or City Council member forfeiting his or her job with the City. Additionally, it may be a violation of state law. If you would like more information on this contact the City or review City Charter Section 19.16 and Section 105.452 RSMo.

NOTE: COMPLETION AND SUBMITTAL OF FORM NO. 2.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST MUST BE SUBMITTED WITH YOUR BID RESPONSE TO BE CONSIDERED RESPONSIVE.

14.0 DEBARMENT AND SUSPENSION STATUS:

- 14.1 **Proposer** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Proposer** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 14.2 **Proposer** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Proposer** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 14.3 **Proposer** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 14.4 **Proposer** has not, within a three-year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

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

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

17.0 OPEN COMPETITION: It is the intent and purpose of the Airport that the Request for Qualifications 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 Submittal. The notification should be received by the Airport at least ten calendar days prior to the specified Request for Qualifications due date and time.

18.0 INSURANCE REQUIREMENTS: Before a contract is executed, the successful respondent shall furnish to the City a CERTIFICATE OF INSURANCE (COI) as described in **PART IV Insurance Requirements**. The requirement for the provision of a Certificate of Insurance is conditional based upon whether or not services will be performed on City property. A COI shall be required when services are performed on City property.

19.0 COMPLIANCE: The following items shall be provided by proposer to the City of Springfield Airport. To be considered complete and responsive, **Proposers are to submit all pages of this RFQ identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your submittal non-responsive.**

19.1 To be provided with statement of qualifications submittal:

- Page 1-TITLE-SIGNATURE PAGE
- Letter of Interest
- Qualifications Response
- **Work Authorization Affidavit**
- **E-Verify Signature page**
- Form No. 1 AFFIDAVIT OF COMPLIANCE

- Form No. 2: CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST
- Form No. 3: CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo., ET SEQ.
- Form No. 4: DIVERSE VENDOR IDENTIFICATION
- Executed Addenda (If Applicable)

19.2 To be provided prior to the issuance of a contract:

- Business License (if applicable),
- Certificate of Insurance (COI) naming the City of Springfield as additional insured. The requirement for the provision of a Certificate of Insurance is conditional based upon whether or not services will be performed on City property. NOTE: COI shall identify the **SAME** legal entity company name as reflected on the respondent's W-9.
- W-9 (new vendor only). NOTE: W-9 shall identify the **SAME** legal entity company name as reflected on the awarded respondent's Certificate of Insurance (COI). Work Authorization Affidavit (if applicable),

19.3 All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of offer submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>

19.4 Respondents legal entity company name must be identified the SAME on their W9 and Certificate of Insurance (COI).

20.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY:

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.

[RSMO 285.530 (2)] 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 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.

The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien. The City may enforce any and all penalties available under local, state and/or federal law.

All submittals shall include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

PART II: GENERAL SCOPE OF WORK

1.0 Project Background:

The Airport is located within the city limits of Springfield, Missouri, in Greene County. The Airport is three miles northwest from the center of downtown Springfield.

The airport consists of approximately 3,300 acres located in an area of gentle rolling terrain. The airport property generally consists of a primary instrument runway (02-20), a crosswind instrument runway (14-32), associated taxiways and aircraft parking ramps, air carrier terminal building, aircraft service buildings and hangars, agricultural land, a general aviation terminal, and an industrial park containing Missouri Army National Guard/AVCRAD, and air cargo facilities.

SGF is a small hub airport enplaning approximately 484,267 passengers for a total of 968,227 passengers in 2021. SGF has a system of two runways and associated taxiways. There are three general ramp areas at SGF - air cargo, aircraft operator, and general aviation.

SGF lies within the incorporated boundary of the City of Springfield. The airfield is bordered by cultivated fields and light industry. General boundaries for SGF are Ritter Road to the north, General Aviation Avenue to the east, Highway EE to the south and to the west. These boundaries are not absolute or specific, due to fluctuations in terrain and the way in which airport property was acquired.

SGF is served by Envoy with daily flights to Dallas-Fort Worth, Charlotte, and Chicago O'Hare, Delta Air Lines with daily flights to Atlanta, United Express with daily service to Houston, Denver, and Chicago O'Hare, and Allegiant Air which services Las Vegas, Los Angeles, Houston, Tampa/St. Petersburg, Destin/Ft. Walton Beach, Phoenix, and Orlando throughout the week.

Total passenger data:

2018 – 1,075,425

2019 – 1,187,068

2020 – 598,604

2021 - 968,227

Terminal Concessions consist of:

- Gift Shops (Located in nonsecure area and concourse), Paradies
- Restaurant and Bar (Located in nonsecure area and concourse), Tailwind Concessions
- Avis Rent a Car
- Budget Car Rental
- Alamo Car Rental
- Enterprise Car Rental
- Thrifty Car Rental
- National Car Rental
- Hertz Car Rental
- Payless Car Rental

Parking services are provided by SP Plus.

2.0 Project Location: Springfield-Branson National Airport, 2300 N. Airport Blvd., Springfield, MO 65802

3.0 Questions: All questions pertaining to this solicitation shall be directed to Airport Legal Counsel, Joy Latimer, at jlatimer@flyspringfield.com.

4.0 Scope of Work:

SGF is soliciting interest from experienced aviation business professionals to assist airport staff in the creation of a rate model and negotiation of a lease agreement with the commercial airlines. The current Airline Agreements were executed in 2017 and have not been updated. While the initial focus of the work to be performed is the renegotiation of the Airline Agreements, other potential areas of services to be provided include:

- Negotiation, Development, and / or Implementation of RFPs / RFQs / Leases / Development Agreements
- Financial Compliance, Modeling, and Planning
- Rental Car Agreements
- Parking Management Agreements
- Airport Advertising Agreements
- Non-Airline Revenue Development
- Facility and Asset Maintenance and Planning
- ~~Safety Management Systems~~

SGF seeks a company with extensive expertise and experience in aviation business consulting. Familiarity with best practices in aviation consulting is highly desired. The company will work under the direction of the Assistant Director of Aviation, Finance and Administration.

Due to the nature of aviation business consulting services, if the Proposer is currently performing similar consulting services for an airport that is in direct competition with SGF, the company must disclose the relationship. SGF reserves the right to reject any response based upon a conflict of interest as determined by SGF.

5.0 Services:

Once the Consultant is chosen and the agreement is negotiated, the City will execute an engagement, or “parent” agreement, with the company to establish a contractual relationship. The first Task Order will be to assist in the negotiation of new airline agreements. The expectations/deliverables of both parties for this first Task Order are outlined below. The City of Springfield expects the Firm selected to work closely with Airport staff and the Airport Board provide the services being requested.

5.1 Expectations of Consultant:

- 5.1.1 Review the Signatory and Non-Signatory Airline Agreements
 - Assess actual usage of facilities
 - Evaluate existing infrastructure used by airlines and identify necessary improvements
 - Analyze current rates and charges model
- 5.1.2 Assess the airport’s non-aeronautical revenue
- 5.1.3 Develop benchmarks for airport revenues
- 5.1.4 Produce multiple rates and charges models for review
- 5.1.5 Meet with airport staff and the Airport Board to discuss findings and models
- 5.1.6 Lead discussions with airlines
- 5.1.7 Assist in negotiation of airline agreements, ensuring they are compliant with FAA guidelines

5.2 Airport’s Deliverables to Consultants:

- 5.2.1 The owner will provide access to the current airline agreements and financial data
- 5.2.2 The owner will provide information regarding non-aeronautical revenue, including contracts of airport tenants

PART III: SUBMISSION AND GUIDELINES

1.0 Estimated Timeline and Selection Schedule:

- 9/20/22: 1. Post Request for Qualifications
- 10/4/22: 2. Pre-submittal meeting with potential Proposers 10:00 am CST
- 10/7/22: 3. Deadline for Questions by 3:00 pm CST
- 10/10/22: 4. Post Final Addendum (if required)
- 10/14/22: 5. Statements of Qualifications Due at 3:00 pm CST
- 10/17/22: 6. List of submitting consultants posted on airport website
- 10/20/22 and 10/21/22: 7. First round interviews are conducted via Zoom or Microsoft Teams.

Following the first round of interviews, the evaluation committee will determine the top candidate(s) and request their fee schedules and pricing information. Final interviews will be conducted if necessary. The airport will negotiate the top firm's Best and Final Offer (BAFO). If negotiations are successful, a contract will be executed. If not successful, the airport will negotiate BAFO with the next highest ranked firm and so on until negotiations with a firm are successful.

2.0 Statement of Qualifications (SOQ) Submittal Requirements:

The firm or team's Statement of Qualifications shall be organized in response to the criteria below. Respond only with the information requested. Proposers shall refrain from contacting individual members of the selections and/or evaluation committee until after a contract is executed. Such contact shall render a submittal non-responsive.

2.1 Submittals shall be provided in the following format to be considered responsive:

2.1.1 A letter expressing interest in this project. Comment specifically on why the proposed project may be an appropriate project for your firm or team and include other firm or team information that would assist us in the evaluation and potential selection of a consultant including how you would approach projects of this type.

2.1.2 References and other information which will provide material to the committee regarding their specialized experience with airport financial consulting, specifically airline negotiations, and other similar types of projects. See Evaluation Criteria in Part I, Paragraph 6 of the RFQ.

2.1.3 Interested firms are encouraged to review the attached documents regarding the insurance requirements, expectations of consultants, and contract requirements.

2.1.4 Interested firms shall submit completed and signed Forms 1 – 4.

The City of Springfield will endeavor to maintain the confidentiality of each respondent's Statement of Qualifications, submission to the RFQ, subject to local and state laws governing municipal agencies. Respondents shall comply with Missouri requirements for persons offering professional services in the State of Missouri.

The City of Springfield, Missouri hereby notifies all submitters that it will affirmatively ensure that in any contract entered into pursuant to this request for qualifications, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit qualifications in response to this Request for Qualifications and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

PART IV: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor 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 contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor 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 Contractor 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 868-0501jlattimer@flspringfield.com, faxed to 417-864-1927, or mailed to:

Springfield-Branson National Airport, 2300 N. Airport Blvd, 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, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

- A. **Workers' Compensation:** Statutory coverage per RSMo 287.010 et seq
Employer's Liability: \$1,000,000.00

- B. **Commercial General Liability Insurance,** including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least **Three Million and no/100 Dollars (\$3,000,000.00)** for all claims arising out of a single accident or occurrence and at least **Four Hundred Fifty-Nine Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00)** with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$ **Three Million and no/100 Dollars (\$3,000,000.00)** all claims to property arising out of a single occurrence and at least **Four Hundred Fifty-Nine Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00)** to any one owner with respect to damages to property. Service Provider agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorney fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Service Provider, its employees, officers or agents. Service Provider agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

- C. **Automobile Liability Insurance:** Covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least **Three Million and no/100 Dollars (\$3,000,000.00)** for all claims arising out of a single accident or occurrence and at least **Four Hundred Fifty-Nine Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00)** with respect to injuries and/or death of any one person in a single accident or occurrence.

- D. Errors and Omissions Insurance:** The Contractor shall maintain a professional liability insurance policy in the amount of \$5,000,000.00 and its terms shall be subject to the approval of the City. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the project.
- E. Subcontracts:** In case any or all of this work is sublet, the Service Provider shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B), (C) and (D) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.
- F. Notice:** The Service Provider and/or subcontractor shall furnish to the City prior to beginning the work, the policy as specified in subparagraph (D), and 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. **The thirty (30) day cancellation notice is required to be identified on the submitted Certificate of Insurance (COI).**
- G. Legislative or Judicial Changes:** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Service Provider, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

FORM NO. 2 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City’s Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****Any violation of this section renders the contract or sale void, and any council member, officer, employee, or board member violating the Section thereby forfeits his office or employment. *****

Vendor certifies that (check all that apply):

- 1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
- 2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
- 3. ____ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
- 4. ____ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
- 5. ____ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

By: _____

Title: _____

Please note whether the Charter is violated is fact specific. City staff will follow up with you for additional information.

Effective August 28, 2020

(does not apply to contracts totaling less than \$100,000.00, or fewer than 10 employees)

I am _____ (name), and am the _____ (title) of _____ (company name) a (circle one) corporation, partnership, sole proprietorship, limited liability company, and am competent and authorized to make the following statement and attest to its truthfulness:

[initial one]

_____. I hereby certify that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with the terms and conditions set forth in 34.600 RSMo., et.seq.

Or:

_____. The business employs less than 10 employees.

[list official name of business entity]

Signature

Print Name and Title: _____

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FORM NO. 4 DIVERSE VENDOR IDENTIFICATION

Business Name: _____ WBE/MBE/DVS/DBE Vendor (Yes/No): _____

Registered through the Missouri Secretary of State's Office: Yes _____ No _____

If not registered through the Missouri SOS, which state, if any? _____

Date Registered (if applicable): _____

Majority Business Owner(s) Name(s): _____

(all listed will sign below)

DUNS Number (if known): _____

NAICS Code: _____

The majority business owner(s) are? (check all that apply):

___ Woman Owned

___ Minority Owned

___ Veteran Owned Do you have a service-related disability? Yes _____ (rating % _____) No _____

In checking the above box(es), I certify the following regarding the owner (woman, minority, veteran):

1. The owner unconditionally owns at least 51% of the business.
2. The owner has day-do-day management and leadership responsibilities for the business.
3. The owner works in the business full time as needed for the business.
4. The owner ultimately makes long-term strategic decisions for the business.
5. The owner holds any required licenses and has the ability and skills to manage a business of similar complexity.

If the business is certified by a governing body, please check the box below and answer the following information regarding the certification and certification expiration date:

___ WBE (Woman) Certified through the State of _____ Expiration Date _____

___ MBE (Minority) Certified through the State of _____ Expiration Date _____

___ Disabled Veteran Service (DVS) Certified through _____ Expiration Date _____

___ DBE (Disadvantaged) through which body? _____ Expiration Date _____

If not certified through one of the above certifying agencies, I plan ___ do not plan ___ on applying for this certification. If I plan on applying, I would estimate to begin this certification process no later than this date: _____.

I certify by my signature below that the above statements are true. If I am found to have made any false statements, I realize that my business may not be eligible to business with the City of Springfield into the future.

Business Owner (Print)

Business Owner (Sign)

Date

Business Owner (Print)

Business Owner (Sign)

Date

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