



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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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

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
- 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),
- Work Authorization Affidavit
- E-Verify Signature page (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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**AGREEMENT
AVIATION BUSINESS CONSULTING SERVICES**

Parties

Springfield: The City of Springfield, Greene County, Missouri

Consultant:

Short-Hand References

Agreement: Agreement for Aviation Business Consulting Services

Airport: Springfield-Branson National Airport

Board: Springfield-Branson National Airport Board, its duly elected or appointed officials, agents, and employees

Director: Airport's Director of Aviation

Springfield: The City of Springfield, Greene County, Missouri, its duly elected or appointed officials, agents, and employees

Task Order: Written task orders to this Agreement, signed by Board and Consultant, containing details for particular work to be performed by Consultant and payment to be made by Board

Background

Board is a Springfield administrative board, created by Springfield's Charter.

Board has the power and duty to administer Airport, i.e., to take charge of, and operate, its properties, institutions, and facilities. Board has the power to transact Airport business.

Airport wishes to engage the Consultant to render certain consulting services, each of which will be described in future Task Orders to this Agreement.

Consultant has represented to the Director and Board that it is qualified to perform the various described tasks and work of the projects, and, based upon Consultant's representations, Springfield desires to retain the services of Consultant to perform the work described in this Agreement.

Both parties want to establish terms and conditions to govern their relationship. Therefore, Springfield and Consultant agree as follows:

Agreement

1 SERVICES

1.1 Springfield agrees to engage the services of the Consultant and the Consultant agrees, upon receipt of each duly executed Task Order, to perform the services described in the Task Orders.

Consultant's consultant services may include, but are not limited to, the following projects:

- 1.1.1 Assist in Negotiation of Airline Agreements
 - 1.1.2 Provide other financial consulting services, which may 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; and Safety Management Systems
- 1.2 The services of the Consultant shall commence as soon as practicable after the execution of each Task Order, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract.
- 1.3 The Consultant shall be responsible for the professional quality, timely completion, and other services furnished by the Consultant under this Agreement.

2 EXCHANGE OF DATA

- 2.1 All information, data, and reports that are in Springfield's possession and necessary for the carrying out of the work shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

3 TERM

- 3.1 The Term of this Agreement shall begin upon execution of this agreement and will remain in effect for a term of three years, with two additional one-year extensions, at the discretion of Board.

4 PAYMENT

- 4.1 Board, pursuant to each Task Order fully executed by Board and Consultant, shall pay Consultant the consideration set forth in each Task Order; which consideration shall constitute complete payment for all services furnished in connection with the work required to be performed under the Task Order.
- 4.1.1 Task Orders shall specifically identify the services, the type of compensation, the applicable rates, and the reimbursable expenses.
- 4.2 Payment Schedule
- 4.2.1 For performance of the work described in each Task Order, Board shall pay the compensation set forth in such Task Order in monthly increments over the period of performance of the Work, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the Task Order.
 - 4.2.2 Payments for all services performed pursuant to executed Task Orders shall be due within thirty (30) days after the receipt of invoices. If Board disputes any portion of an invoice, it shall not be relieved of the responsibility of paying the undisputed portion thereof.

5 TERMINATION OF CONTRACT

5.1 Termination for breach

5.1.1 Substantial failure of either party to fulfill its obligations under this Agreement in a timely and satisfactory manner constitutes a breach of the contract.

5.1.2 Either party may terminate this Agreement upon breach by the other party, if the terminating party:

5.1.2.1 Is not at fault for other party's substantial failure to fulfill its obligation under this Agreement;

5.1.2.2 Provides at least 30-days' written notice of termination; and,

5.1.2.3 Provides the other party an opportunity for consultation with the terminating party prior to termination.

5.2 Right to terminate in the absence of breach

5.2.1 Springfield may terminate this contract for any reason, by providing at least 30 days' written notice of termination.

5.2.2 The parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination.

5.3 Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Consultant under this contract, including workable electronic files, shall become Springfield's property.

5.4 Upon termination, Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided that the Consultant shall not be relieved of liability to Springfield for damages sustained by Springfield by virtue of any such breach of the contract by the Consultant.

6 AUDIT

6.1 Consultant shall maintain books, records, documents, and other evidence directly pertinent to the work under this Agreement in accordance with generally accepted accounting principles and practices. The Board, Federal Aviation Administration, Comptroller General of the United States, or any of their duly appointed representatives shall have access to any books, documents, papers, records, and other evidence for the purpose of examination, audit, excerpts, and transcriptions.

6.2 Records described above shall be maintained and made available during the performance under this Agreement and for a period of three years after the Board makes final payment and all other pending matters are closed.

7 ASSIGNMENT

7.1 Neither party may assign any interest in this contract and shall not transfer any interest in the same without prior written consent of the other party.

8 LIABILITY AND INDEMNITY

- 8.1 In no event shall Springfield or Board be liable to Consultant for special, indirect, or consequential damages, except those caused by Springfield's or Board'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 Springfield and Board shall be limited to the amount of money to be paid or received by Springfield and Board under this contract.
- 8.2 Consultant shall indemnify and hold Springfield and Board harmless from and against damages, losses, liabilities, expenses, costs, and reasonable attorney fees, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against Springfield by any person or entity as the result of Consultant's (or any of Consultant's subcontractors') violation of statutory law, misrepresentation, copyright infringement, breach of contract, professional negligence, or ordinary negligence in the course of the performance of this contract, provided that Consultant is not obligated to indemnify or hold harmless Springfield and Board from Springfield's and Board's own negligence or wrong doing.
- 8.3 Consultant shall indemnify and hold Springfield and Board harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

9 INSURANCE

- 9.1 Consultant shall secure and maintain the following insurance policies:
 - 9.1.1 Worker's Compensation Insurance for all of its employees to be engaged in work under this contract, in the amount required by Missouri statute.
 - 9.1.2 Employer's Liability of \$1,000,000.
 - 9.1.3 General Commercial Liability Insurance in an amount not less than \$3,000,000 for all claims arising out of a single occurrence and \$459,893 for any one person in a single accident or occurrence as set forth in RSMo Section 537.610 and as it may be hereafter amended from time to time, except for those claims governed by the provisions of the Missouri Workers' Compensation Law, Chapter 287, RSMo. Coverage shall include contractual liability, and independent contractor's liability.
 - 9.1.4 Automobile Liability Insurance in an amount not less than \$3,000,000 for all claims arising out of a single occurrence and \$459,893 for any one person in a single accident or occurrence. Coverage shall include all owned autos, non-owned autos, and hired autos.
 - 9.1.5 Errors and Omissions Insurance in the amount not less than \$5,000,000.00 and its terms shall be subject to the approval of Springfield. This policy shall remain in full force and effect for a period of one year after the term of the agreement.
- 9.2 Prior to beginning the work, Consultant shall furnish Board with satisfactory and adequate Certificates of Insurance for all insurance required by this contract, with the provision that policies shall not be cancelled, modified, or non-renewed without thirty (30) days written notice to Springfield.

- 9.3 Board and Springfield shall be named as additional insureds under the general liability and automobile liability policies.
- 9.4 All insurance obtained under this Section must be issued by companies authorized to do business in Missouri.

10 NONRESIDENT/FOREIGN CONTRACTORS

- 10.1 Consultant shall procure and maintain during the life of this contract:
 - 10.1.1 If Consultant is a foreign corporation, 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 351.570 RSMo.
 - 10.1.2 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.

11 GENERAL INDEPENDENT CONTRACTOR CLAUSE

- 11.1 This agreement does not create an employee/employer relationship between the parties. Consultant is an independent contractor and not 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant 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 Consultant and Springfield, and Springfield will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

12 PERSONNEL

- 12.1 Consultant will secure, at Consultant's own expense, all personnel required to perform the services called for under this Agreement.
 - 12.1.1 Such personnel shall not be employees of or have any contractual relationship with Springfield except as employees of the Consultant.
 - 12.1.2 All of the services required hereunder will be performed by Consultant or under Consultant'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.

13 NON-DISCRIMINATION

- 14.1 Consultant 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 Contractor 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.

13.1.1 This contractor and 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 contractors and subcontractors to employ and advance in employment qualified protected veterans.

13.1.2 This contractor and 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 contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

14 CONFLICTS

14.1 No salaried officer or employee of Springfield and no member of Springfield 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. Consultant 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 Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

15 CONFIDENTIALITY OF DOCUMENTS

15.1 Any reports, data or similar information given to or prepared or assembled by the Consultant under this contract which Springfield requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of Springfield.

16 OCCUPATIONAL LICENSE

16.1 Consultant shall obtain and maintain an occupational license with Springfield, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Consultant. No contract will be executed by Springfield until this occupational license has been obtained.

17 COMPLIANCE WITH LAWS

17.1 Consultant agrees to comply with all applicable federal, state, and local laws or rules and regulations applicable to the provision of services and products hereunder. Consultant affirmatively states that payment of all local, state, and federal taxes and assessments owed by Consultant is current.

18 CITY BENEFITS

18.1 Consultant shall not be entitled to any of the benefits established for the employees of Springfield nor be covered by the Worker's Compensation Program of Springfield.

19 FORCE MAJEURE

19.1 Any delay or failure of Consultant in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Consultant, provided that prompt written notice of such delay or suspension given by the Consultant to the Board. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Consultant shall be reimbursed for the cost of such delays.

20 NOTICES

20.1 Any Notice provided under this Agreement must be:

- 20.1.1 In writing; and,
- 20.1.2 Delivered by one of the following methods:

Mailed by United States mail that is postage prepaid, and registered or certified,

Sent via facsimile, or

Hand-delivered; and,

20.1.3 Addressed as follows (or as the parties may designate to each other in writing):

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

CONSULTANT

20.2 Notice will be deemed received on:

- 20.2.1 The third full day after mailing,
- 20.2.2 The date transmission by facsimile 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, or
- 20.2.3 On the day of receipt if hand delivered.

21 JURISDICTION

21.1 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.

22 EXHIBITS

22.1 The following Exhibits are attached to and made part of this Agreement:

- 22.1.1 A – Federal Contract Provisions for A/E Agreements
- 22.1.2 B – Established Hourly Rate Schedule

23 SEVERABILITY

- 23.1 The provisions of the Contract are severable, and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Contract shall remain in full force and effect, provided however, that the intention and essence of this contract may still be accomplished and satisfied. In the event that any provision of the Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Consultant and Board shall negotiate an equitable adjustment in the provisions of this Contract to preserve the purpose of this contract and maintain the allocation of risk, liabilities and obligations originally agreed upon.

24 ENTIRE AGREEMENT

- 24.1 This agreement contains the entire agreement of 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.

25 HEADINGS

- 25.1 The headings of the Exhibits, Sections, Schedules, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Exhibits, Sections, Schedules, and Attachments.

26 COMPLIANCE WITH SECURITY REGULATIONS.

- 26.1 Consultant recognizes Airport Board's required compliance with Transportation Security Administration Regulations concerning airport security and shall comply with Airport Board or Director of Aviation directives currently in effect or as may hereafter become effective concerning airport security in relation to Consultant's presence at the airport. Consultant agrees to observe all security requirements of Transportation Security Administration Regulation 49 CFR Part 1542, and Airport's security rules and regulations, as the same may be from time to time amended. Consultant shall take such steps as may be necessary or directed by Airport to ensure that its employees, agents and contractors observe these requirements. Consultant shall require that its employees, agents and contractors obtain badges permitting access to the security identification display area (SIDA).

30 ATTORNEY FEES

- 30.1 In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

BOARD

By: _____

Attest: _____
Airport Board Secretary

Airport Board Chair

Date: _____

Date: _____

CONSULTANT

By: _____

Attest: _____
Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director