

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

Request for Qualifications

St. Louis Lambert International Airport Public-Private Partnership

November 1, 2019

1. Cover page (to include identification of all Team members)
2. Executive summary and strategic rationale (2 pages maximum)
3. Description of Respondent
 - a. Description of Respondent: Provide a description of the Team, including a description of all Team members and the anticipated legal relationship (governance and shareholder structure) among the Team members (e.g., partners, shareholders, client-consultants, etc.) as appropriate. Also provide a description of any upstream relationship to financially responsible entities.
 - b. Controlling Interest / Ultimate Ownership: Identify the individuals or companies who hold an ownership interest of ten percent (10%) or more in each Team member, including any foreign entities and sovereign nation participation.
4. Operational and Management Capability
 - a. Address the following areas with respect to operational and management capability:
 - i. Operations and Maintenance Expertise: Provide evidence demonstrating expertise in managing an airport of this nature. Specifically, the Teams should highlight their experience and qualifications in the following areas:
 1. Substantial experience of Team members in managing and improving other commercial airports.
 2. Substantial experience in managing facility maintenance/repair and procurement of related materials.
 3. Familiarity with FAA regulations and procedures, airport operations, construction and maintenance standards.
 4. Experience with facilitating airport passenger growth via route development and marketing.
 - ii. Capital improvement experience: Provide evidence demonstrating experience in delivering meaningful capital improvement programs on time and within budget, including descriptions of the nature and size of specific projects similar in nature to what will be undertaken at the Airport. Specifically, the Teams should highlight their

experience and qualifications with respect to delivering cost savings, if any, on originally budgeted total expense of these capital improvement programs.

iii. Customer Service: Demonstrate commitment to achieving the highest standards of customer service and satisfaction. Specifically, the Teams should highlight their experience and qualifications in the following areas:

1. Maintaining productive ongoing relationships with government entities, similar to the relationship that the winning Respondent will have with the City.
2. Providing excellent customer service to the traveling public.
3. Delivering safe and efficient operating conditions to airlines, particularly those at airports.
4. Maintaining active public relations functions targeted at travelers, taxpayers and airport tenants.

iv. Safety and Security: Demonstrate ability to address and resolve safety and security issues. Specifically, the Teams should highlight their experience and qualifications in the following areas:

1. Knowledge of airport safety and security management and methodologies, including TSA security plan approval process.
2. Experience in emergency response support.
3. Background in relevant traffic engineering standards, specifications, policies, practices, and processes.
4. Environmental management expertise.

5. Financial Capability: Address the following areas

a. Ability to Raise Equity and Debt Financing: Provide specific evidence demonstrating proven ability to raise financing for a project of this nature and scope. Responses should include the following descriptions:

- i. A summary description of how the Respondent intends to finance this transaction, including proposed structuring, sources of funds, lending relationships, etc.
- ii. A description and identification of equity ownership and arrangements, including upstream relationships to any financially responsible entities. Specific factors that will be assessed include:
 1. Adequacy and availability of liquid equity.
 2. Debt, capitalization, and credit worthiness.
 3. Demands from other projects / investments.

4. Track record of raising equity and debt for infrastructure projects of this size, including but not limited to, the number and size of past relevant transactions and references to specific experiences on past transactions.

5. Size of project sponsor equity requirement in relation to past financings.

6. Contacts and Advisors

a. Contact person: Provide a single contact person for all future communication between the City, its Lead Financial Advisors, and the Team. Please identify the contact person's name, title, organization, address, telephone number, mobile number, fax number, and email address.

b. Expected advisors: Identify the companies and individuals who are expected to act as legal, financial, technical, or other advisors for the Team.

7. Disclosure of Conflicts: Each Team member and advisors must disclose any associations, current or prior dealings, relationships, and / or existing contracts with:

a. The City, its employees and elected representatives.

b. Any airlines operating at the Airport, current lessees or individuals doing business with the Airport, and suppliers of goods or services to the Airport, as it relates to this transaction. Each Team member and their advisors will disclose their potential conflicts and for certification of the Conflict of Interest Document. Please see Appendix A for the full document, to be signed and submitted with the RFQ.

8. Comparable Projects: To the extent not otherwise part of previous sections, please provide a list and detailed description of similar or comparable projects in which Team members have participated. Respondents should specify how these comparable projects relate to the proposed Agreement. This list can be included as an appendix if so desired.

9. Acknowledgments, Confirmation, and Attestation

a. Acknowledgment of the City's priorities:

i. Improvement of the Airport for all stakeholders, including incremental uses of the Airport's significant excess capacity.

ii. Net cash proceeds to the City, upfront and/or over time for non-Airport purposes.

iii. Community and economic development in St. Louis and across the region.

b. Acknowledgment of Additional Requirements:

i. The City emphasizes and City law stipulates minority business enterprise (MBE) and women's business enterprise (WBE) requirements with respect to the City's third party contracting. Further details on MBE/WBE requirements will be provided during the RFP stage.

ii. The Lease will set out a comprehensive framework for the future employment of all current Airport employees and requirements to ensure continued compliance with

collective bargaining agreements. The private operator will be required to offer employment to all current Airport employees at a compensation level that is at least equal to their current compensation level, plus an annual increase of at least 1.5% above their current annual salary during the first five years following the transaction closing. The private operator will be expected to develop and implement fair employment practices, and as a condition of employment, employees will be expected to perform their duties with adequate competence, attendance, and service to the public.

c. Confirmations and Attestations:

- i. Please confirm that the Team does not and will not have an exclusive relationship with a lender related to this transaction.
- ii. Attestation to the Certification of Conflict of Interest document to be required on restrictions of team members who have worked for the restricted group. Please see Appendix A for the full document, to be signed and submitted with the RFQ.

10. Case number, history and summary description, to include jurisdiction, involved parties and resolution or current status, of any:

- i. Criminal claims; or
- ii. Any civil claims or litigation in excess of \$10,000,000; or
- iii. Any civil claims or litigation having a material impact on the operations of any member of the Team; or
- iv. Contracts under which a Disclosing Party was obligated to provide goods or services, having a total contract or project value in excess of \$10,000,000, and which, in the last 15 years, were terminated by the counter-party for cause against the Disclosing Party or for convenience. Provide the contract and project name (or other reference information), the parties involved, a history and summary description of the contract and the goods or services to be provided and of the circumstances of termination; or
- v. Circumstances in the last 15 years in which a Disclosing Party, or a team in which the Disclosing Party was a participant, failed to close on a contract awarded to it, where such failure was not excused or where a bid, proposal, or closing security was surrendered or drawn upon because of such failure. Provide the project name (or other reference information), the parties involved, and a history and summary description of the project, the goods or services to be provided by the Disclosing Party, and of the circumstances of failure to close.

APENDIX A

As part of responding to a Request for Qualifications (“RFQ”) and a Request for Proposal (“RFP”) for a Transaction, each Respondent must certify in writing that the Respondent:

1) Has not retained after October 2, 2019, nor will it retain at any time during which this prohibition is effective, any City Advisor in connection with a possible Transaction.

2) Has not hired or retained after October 2, 2019, nor will it hire or retain at any time during which this prohibition is effective, in connection with a possible Transaction:

i. Any of the individuals who have been employed or retained by or through any of the City Advisors; ii. Any member, shareholder, or partner in any of the City Advisors; or iii. Any principal representative of an Organization;

Where such individual was doing such work on or after June 13, 2018, unless:

a. Such hiring or retention is disclosed to the City; and b. The individual that is hired or retained is isolated from the Respondent's activities by an appropriate screen (i.e., the individual does not work on the Respondent's activities in connection with, or have access to information concerning, any Transaction).

All of these prohibitions terminate at the earliest of (1) a Respondent not being selected to proceed to the RFP stage; (2) a Respondent not submitting a response to the RFP and terminating its pursuit of a Transaction; (3) the City rejecting Respondent's RFP response or terminating negotiations with a Respondent; (4) a termination by the City of the pursuit of a Transaction; or (5) the closing of a Transaction.

For purposes of this policy:

1) "Transaction" means a Transaction as defined pursuant to Section 1.a.ii. of the Consultant Agreement dated June 13, 2018, between the City of St. Louis, Moelis & Company, LLC, McKenna & Associates, LLC, and Grow Missouri, Inc.

2) "Respondent" means any (i) joint venture or entity responding to an RFQ or RFP, (ii) joint venturer, partner, or member of a joint venture or entity described in clause (i), or (iii) advisor, consultant, agent, or representative retained by a joint venture or entity described in clause (i) to perform material or professional work in connection with a possible Transaction.

3) "City Advisor" means any entity and the principal representatives of each entity that have advised the City on a Transaction. The initial list of City Advisors and principal representatives is provided in Section VI of the RFQ.

4) "Organization" means any entity which has directly or indirectly provided material professional services to the City or a City Advisor in connection with a possible Transaction in the fields of law, accounting, taxation, engineering, architecture, finance, environmental services, or management.

Respondents (and potential Respondents) are encouraged to seek written guidance from the City Counselor's Office as to whether specific circumstances could present conflicts of interest, including before submitting any response to an RFQ or RFP. The City, acting through the City Counselor's Office in consultation with and with the approval of the Working Group, reserves the right to make determinations on a case-by-case basis. Any Respondent who fails to certify or violates the terms of any certification, shall be subject to adverse consequences, including but not limited to a determination that such Respondent's response to a RFQ and/or RFP is nonresponsive or a rejection of such Respondent's

responses to a RFQ and/or a RFP. The City places a high priority on the integrity of any bidding process and avoiding the occurrence or appearance of conflicts of interest. The City expects any Respondent to be compliant with any and all laws pertaining to conflicts of interest particularly as they may relate to current or former officials or employees; this includes but is not limited to Section 105.454 RS Mo. which prohibits acts by certain elected and appointed public officials and employees and particularly paragraph 6 of section 1 of said section which states a prohibition to "Perform any service for any consideration for any person, firm or corporation after termination of his or her office of employment in relation to any case, decision, proceeding or application with respect to which he or she was directly concerned or in which he or she personally participated during the period of his or her service or employment."

ATTESTATION

On behalf of GRID Realty, LLC, I hereby certify and attest that Michael J. Goellner has reviewed this Conflict of Interest Policy – Respondent's Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By:  Date: 11/1/2019

Name: Michael J. Goellner

Position: Managing Member