

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
REQUEST FOR PROPOSALS FOR AIRPORT LANDSIDE TRAFFIC CONTROL
SERVICES

RFP INFORMATION

Solicitation: Airport Landside Traffic Control Services

The Airport is requesting proposals from qualified proposers to perform the above Airport Landside Traffic Control Services.

Pre-Proposal Meeting: February 2, 2022, 10:30am (Zoom)

RSVP to Briana Bryant at Bnbryant@flystl.com

Questions Due: On or before February 3, 2022

Proposal Due Date: March 2, 2022 2:00 pm

STL Contact: Briana Bryant
Contract Compliance Officer
Airport Properties Division
(314) 426-8174
bnbryant@flystl.com



January 21, 2022

Prospective Proposers:

Attached is the Request For Proposals with Qualifications (RFP) for **Airport Traffic Control Services** at St. Louis Lambert International Airport.

Your full and complete **proposal must be submitted by 2:00 p.m. local time March 2, 2022**, at the St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Drive, MTN 2501, St. Louis, Missouri 63145. Proposals, which may be submitted via electronic email or regular mail service, should be submitted in strict accordance with instruction given in Section 10 of the RFP. If the proposals are mailed via regular mail, three (3) copies (one original and 2 copies) of each proposal must be submitted in a sealed envelope addressed to Briana Bryant, Airport Properties at the address provided above, with the words **"AIRPORT TRAFFIC CONTROL SERVICES"** clearly written across the left hand face of the envelope.

A Pre-Proposal Meeting will be conducted via teleconference on **February 2, 2022 at 10:30 a.m. local time**. Interested proposers are invited to participate on that day at that time by using the information detailed in Section 36 of the RFP.

The City of St. Louis Airport Authority ("**Authority**") reserves the right to take one, all, or any combination of the following actions: reject any and all proposals, advertise for new proposals, cancel this RFP, or proceed to have the services performed otherwise. The submission of a proposal by a Proposer **will not** in any way commit the City of St. Louis or the Authority to enter into an Agreement with that Proposer or any other Proposer.

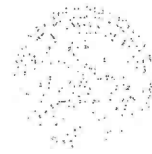
All inquiries regarding this RFP are to be made in writing to the undersigned at BnBryant@flystl.com on or before **February 3, 2022**.

In addition to the above, Proposers should note that the MBE/WBE requirements and documents have been revised substantially. A memorandum explaining all of the changes made follows this cover letter. Proposers should pay particular attention to the explanation and all of the new requirements and forms. Any questions by Proposers concerning the MBE/WBE requirements should be addressed to the Airport Business Diversity Development Office at [BDD Compliance Team@flystl.com](mailto:BDD_Compliance_Team@flystl.com) with a copy to the undersigned at BnBryant@flystl.com.

Sincerely,

Briana Bryant
Contract Compliance Officer

Enclosure



MEMORANDUM

To: Prospective Bidders/Proposers

From: Francoise Lyles-Wiggins, Asst. Airport Community Programs/BDD

Date: 10/1/2020

Subject: Ordinance 70767 and the New Certification and Compliance Rules dated August 2020

Ordinance 70767 replaced Mayor's Executive Order #28, as amended. Ordinance 70767 and the Certification and Compliance Rules dated August 2020 became effective October 1, 2020. A copy of the Ordinance and Rules can be obtained at www.flystl.com.

Ordinance 70767 establishes project goals within five eligible groups: African American, Hispanic American, Asian American, Native American and Women to ensure that M/WBE utilization on City construction, professional services, goods and other services contracts reflects the level of M/WBE availability. Additionally, bid incentives on Construction, Goods and Service Contracts and Incentive Credits on Professional Service Contracts have been established. Bid incentives and Incentive Credits will be applied during the evaluation process.

Construction and Goods & Services

Project Goals for Construction and Goods & Services:

Eligible Groups	Percentage
African American	21%
Hispanic American	2%
Asian American	0.5%
Native American	0.5%
Women	11%

- Proof of project goals shall be submitted at time of bid opening on the M/WBE Utilization Plan;
- Each percentage for eligible groups must be met;
- Bids that fail to meet each goal for each eligible group must provide evidence of "Good Faith Efforts";
- Bids that do not meet the goals or demonstrate a sufficient "Good Faith Effort" will be deemed non-responsive;

- M/WBE firms certified as both MBE and WBE can only count as either MBE or WBE

Bid Incentives for Construction, Goods and Service Contracts

- A 5% bid discount shall be applied on M/WBE prime contracts on construction and goods and services contracts of \$300,000 or less.
- 5% discount will be applied during the evaluation process
- 5% bid discount reduces M/WBEs bid amount for the evaluation process
- Contract award for eligible M/WBEs is not reduced

Bid Incentive for Construction, Goods and Other Services	Contract Type	Eligible Groups
5%	Construction Prime Contracts	African American Hispanic American Asian American Native American Women
5%	Goods and Services Prime Contracts	African American Hispanic American Asian American Native American Women

Professional Services

Goals for all Professional Services: 25% MBE and 5% WBE

15% Incentive Credit Professional Service Contracts

- A 15% incentive credit part of the total points evaluated on professional service prime contracts shall be applied to eligible M/WBE prime contracts.

- M/WBE prime proposer must include in its proposal or statement of qualifications proof of certification.

Incentive Credits	Contract Type	Eligible Groups
15% Credit	Professional Services Prime Contracts	African American Hispanic American Asian American Native American Women

Additional Key Items Established Under Ordinance 70767:

- **Mobilization Payments:** When applicable, subcontractors may request mobilization payments not to exceed 5% of their contract from the Prime Contractor when mobilization payments are approved as a contract line item for the Prime Contractor and receive mobilization payment no later than five business days before the subcontractor is required to mobilize to start their contracted work.
- **Liquidated Damages:** Liquidated Damages will be assessed in the event M/WBE goals are not met and “good faith efforts” have not been shown. Assessed Liquidated Damages may not exceed the M/WBE goal shortfalls.

Definition of Suppliers/Regular Dealers, Manufacturers and Brokers:

- A **Supplier or Regular Dealer** is a firm that owns, operates or maintains a store, warehouse, equipment or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, and regularly sold or leased to the public in the usual course of business.
- A **Manufacturer** is a firm that operates or maintains a factory, apparatus, or establishment that produces, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications.
- **Brokers** or other persons who arrange or expedite transactions are not regular dealers, with respect to materials or supplies purchased from an M/WBE which is neither a manufacturer nor a regular dealer.

Determination of Counting M/WBE Suppliers Toward M/WBE Goals:

- Suppliers or Regular Dealers count at 60% of their cost/expenditure towards M/WBE goals.
- Manufacturers count at 100% of their cost/expenditure towards M/WBE goals.
- Commissions and fees paid to brokers or other persons count towards M/WBE goals provided the fees are reasonable and not excessive. The cost of the materials or supplies themselves do not count toward M/WBE goals.

Signature

CC:

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COST PROPOSAL SUMMARY

THE CITY OF ST. LOUIS AIRPORT AUTHORITY
REQUEST FOR PROPOSALS WITH QUALIFICATIONS FOR
“AIRPORT TRAFFIC CONTROL SERVICES”
AT ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

1.0 INTRODUCTION

The City of St. Louis (“**City**”) owns St. Louis Lambert International Airport (“**Airport**”). The Airport is operated for the City by the Airport Authority of the City of St. Louis (“**Authority**”), a department of the City. The Authority, on behalf of the City, is seeking proposals from qualified firms to provide Airport Traffic Control Services at the Airport. This Request For Proposals with Qualifications (“**RFP**”) is expected to result in the selection of a responsive, qualified Proposer to assist the City in this undertaking.

2.0 DEFINITIONS

“Agreement”	This means the contract awarded under this RFP for Airport Traffic Control Officer Services between the City and the Consultant.
“Airport”	This means St. Louis Lambert International Airport, which is owned by the City and is operated for the City by the Airport Authority of The City of St. Louis, a department of the City.
“Airport Director”	This means the Director of Airports of The City of St. Louis or his/her authorized or designated representative(s).
"Airport Representative"	This means the Airport Deputy Director Operations, or designee.
“Authority”	This means the Airport Authority of The City of St. Louis.
“Branch Office”	This means a division of the Consultant’s company that is physically located at the Airport and includes the office of the Branch Manager. The Branch Office must be staffed on a schedule determined by the Airport Representative, and be fully equipped to perform all functions associated with the management and operation of Airport Traffic Control Services to be provided in accordance with the

provisions of the Agreement. The Branch Office space, as well as the routine maintenance of said space, will be provided by the City at no charge to the Consultant.

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

The Branch Office and all equipment contained therein (including telephones, Wi-Fi, copier, etc.) must only be used in connection with the Airport Traffic Control Officer Services under the Agreement, and may not be used for other business of the Consultant. Necessary office equipment, office furniture, and Wi-Fi, will be provided by the Consultant at no charge to the City.

During hours when the Branch Office is closed, the Consultant will provide contact information for the Manager on Duty (MOD) and alternate contact information for other senior staff as requested by the Airport Representative. An MOD will be available 24 hours per day, 7 days per week.

“City”	This means The City of St. Louis, owner and operator of St. Louis Lambert International Airport.
“Commencement Date”	This means the first day of the term of the Agreement, June 01, 2022 as provided for in Section 9.0.
“Consultant”	This means the successful Proposer under this RFP.
“Contract Year”	This means a consecutive twelve (12) calendar month period beginning on the Commencement Date and each twelve (12) consecutive calendar month period thereafter during the term of the Agreement.
“day(s)”	This means consecutive calendar days unless otherwise expressly stated.
“Expiration Date”	This means the date the term of the Agreement ends which is August 31, 2025 as provided for in Section 9.0.
“Holiday”	This means New Year’s Day, Memorial Day, Juneteenth,

Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

“Lead Traffic Control Officer”

This means any person the Consultant employs to lead the activities of the traffic control shift operations.

“ Branch Manager”

This means any person the Consultant employs to oversee and manage their Branch Office and personnel providing service at the Airport. The Branch Manager is responsible for management of the services provided under the terms of the Agreement with the City to include administrative and operational management of services provided in accordance with the Agreement. The Branch Manager is also responsible for managing the Airport Traffic Officer Services provided by any subcontractor of the Consultant. This person oversees operational management of Consultant and subcontractor personnel working in positions that perform traffic control functions required by the Airport. This employee will oversee scheduling based on staff requirements, conduct quality assurance by performing post inspections and testing to ensure security officers understand and abide by post orders, oversee new-hire training, post order specific training, quarterly employee training, recurrent post order instruction, and remedial training of Consultant and subcontractor employees. This employee possess a thorough knowledge of post orders, instructions, emergency procedures, client policies and procedures and any other information necessary for effective and efficient management of the account. This employee will ensure assigned personnel are properly licensed, trained, and meet uniform and grooming standards. This employee will manage payroll for primary and subcontracted personnel on the account and resolve billing discrepancies with the client. This employee will order office supplies and ensure strict inventory control and proper care of any Airport-issued items. This employee will provide personnel management by mentoring and coaching supervisors and security officers, assist in coordinating training schedules, and ensuring that complete and concise documentation is maintained in all matters of disciplinary action. They will provide onsite coaching and document corrective actions. This employee will provide internal and external communications, both oral and written, in support of customer satisfaction efforts.

“Proposal”	This means a response with qualifications to this RFP by a Proposer.
“Proposer”	This means a firm or company responding to this RFP.
“Provisions”	This means the terms, covenants, conditions, warranties, and specifications of the Agreement.
“Request For Proposals with Qualifications” or “RFP”	This means the document as defined in Section 1.0 above.
“Traffic Control Officer”	This means a fully trained landside traffic control officers the Consultant employs (including its subcontractors’ employees) to perform functions determined by the Airport Representative, including but not limited to: ensuring that traffic is efficient, guidance is being provided, customer service is being performed and traffic is being enforced in a safe manner. Duties require Airport specific training. The Consultant shall also provide classroom training as provided for in Section 4, entitled “Scope of Work,” before assignment to a post.
“Traffic Control Supervisor”	This means a trained supervisor the Consultant employs (including its subcontractors’ employees) to perform functions determined by the Airport Representative, including, but not limited to: a) supervision of subordinate employees, b) ensuring enforcement of traffic regulations; c) exercising judgment and discretion in dealing with violations encountered. Duties require Airport specific training approved by the Airport Representative. The Consultant shall also provide classroom training, as provided for in Section 4, entitled “Scope of Work,” before assignment to a post.

3.0 OBJECTIVE

On behalf of the City, the Authority seeks written proposals from responsive and qualified firms for professional Landside Traffic Control Services set out in this RFP. Services will be twenty-four (24) hours a day, seven (7) days a week, during the term of the Agreement, and as requested by the Airport Representative.

The Airport Authority is required to comply with United States Code of Federal Regulation Title 49 part 1542. The Authority employs a layered approach to protecting the Airport’s critical infrastructure, employees and customers. The successful proposer shall serve as a critical piece of this layered security system.

4.0 SCOPE OF WORK

- A. Traffic Control Officers shall direct traffic flow along the front curb of the Terminals, direct vehicles entering the Airport premises via roadways and gates, report unauthorized vehicles on roadways, and assist in restricting traffic direction or movements during an accident, incident or emergency.
- B. Traffic Control Officers shall enforce all rules, regulations, ordinances and posted signs with regard to vehicle movement and parking. Enforcement of traffic control shall include verbal or written warnings and/fines or other appropriate action.
- C. Traffic Control Officers to perform their duties with all due care in customer service and are expected to prohibit unauthorized persons from entering restricted areas of the airport premises and terminal, and restricting person(s) from accessing areas of the airport or terminal during an accident, incident, emergency, or other special situation.
- D. Enforcement- This includes verbal warnings, prevention of parking or stopping in unauthorized areas, monitoring passenger pickup and drop off locations for unattended vehicles, arranging the towing of vehicles, and coordinating efforts with the St. Louis Airport Police Department (SLAPD) for issuance of citations. Traffic Control Officers are expected to use their best judgment as to which type of enforcement to use based on the circumstances of the situation.

Enforcement shall follow the regulations, ordinances and policies of the Airport, City of St. Louis, St. Louis County, and Federal government as pertains to the Airport.

- E. The Consultant will identify a single point of contact and an alternate point of contact through which all information concerning security service can be communicated to and from the Airport Representative.
- F. The Consultant shall provide 24 hours of Traffic Control Officer service per day, seven (7) days a week, including Holidays as defined in Section 35.G. Consultant shall maintain minimum staffing levels at all times.
- G. Heat relief will be implemented when the heat index rises to 95 degrees Fahrenheit or above and cold relief will be implemented when the wind chill factor reaches 25 degrees Fahrenheit or below.
- H. Consultant agrees that the Contractor shall comply with all Required Full-time Equivalent Staffing levels ("**Required FTE Staffing**") as set out in Appendix A. **The Contractor acknowledges, stipulates and agrees that the Airport Representative may modify, amend or make changes to the Required FTE Staffing levels without the Contractor's approval and without making a formal amendment to the Agreement by providing two week notice.** It is understood that staffing levels may also

need to be adjusted due to circumstances and the Contractor's experience. However, any adjustments to the Required FTE Staffing levels must be proposed in writing and approved in writing by the Airport Representative. Successful consultant will only bill, invoice and be paid for the number of staff that are actually hired, badged and on the job site working, and approved by the Airport Representative, subject to and in accordance with the Provisions of the Agreement. Contractor will bill only the percentage of the Monthly Service Charge amount based on the percentage of the Required FTE Staffing level actually worked, as authorized by the Airport Representative in writing

- I. Consultant shall provide the Airport Representative, no less than seven (7) calendar days in advance, a weekly schedule demonstrating coverage as defined within this Agreement.
- J. Consultant shall at its sole cost, provide two (2) vehicles to provide 24 hours per day/7 days per week (including Holidays) on site assistance. The vehicles must be marked with the company name on the sides of both front doors of the vehicle. The vehicle make, model, markings, and lighting must be approved, in writing, by the Airport Representative.
- K. The Consultant, and their sub-contractors, shall provide new and complete personal protective equipment (PPE) and proper uniforms of the type and style dictated by local weather conditions and said uniforms must be approved in writing by the Airport Representative. Uniform expenses will be included in the hourly rate itemization and is not to be considered a part of the Consultant's employees' wages in the uniform allowance. The approved uniform must be provided at Consultant's expense with no cost to the Consultant's employees. Consultant shall equip all Traffic Control Officers with retroreflective safety vests, which shall be worn at all times when working traffic control. Vests worn at traffic posts must be distinctly different from vests worn at security posts. Differentiation must be readily identifiable.
- L. In general, the acceptable performance of Traffic Control Officer duties requires the selected Consultant to have:
 - 1. Knowledge of airport general security and asset protection procedures;
 - 2. Knowledge of Standard Operating Procedures and Post Orders, as published by the City;
 - 3. Knowledge of the physical layout of the airport;
 - 4. Knowledge of all rules and regulations of which the Service Provider is responsible to enforce;
 - 5. Knowledge of emergency response procedures;
 - 6. Knowledge of first aid for self and others;

7. Knowledge of traffic enforcement;
 8. Knowledge of personnel inspection practices and procedures;
 9. Knowledge of vehicle inspection practices and procedures.
- M. The Consultant shall ensure that all Traffic Control Officers, Traffic Control Supervisors and Managers are thoroughly familiar with all applicable federal, state, and local laws, rules, regulations and procedures including Airport rules and procedures before they are allowed to staff any Airport post unsupervised. If any significant change in the rules, regulations and procedures are mandated by the Airport Representative or the Transportation Security Administration (TSA), the City will conduct retraining at the City's expense. However, if deficiencies in the Consultant's performance and staff are observed, this will require recurrent training at the Consultant's expense.
- N. The initial minimum training requirements for all personnel assigned to work at the Airport at the Commencement of this Agreement, and at any time thereafter for newly assigned Traffic Control Officers, Traffic Control Supervisors, and Managers. While minimum training under the Agreement will be as outlined below, the Consultant is expected to train their employees in Missouri DOT Flagger Course standards, applicable OSHA recommendations for Traffic Control and any other traffic control program the Consultant recommends that will ensure employees understand how to control traffic safely, efficiently and with customer service excellence. The Consultant will detail their planned and recommended training as part of their Training Plan (see Section 7. G. 2). Training will be conducted at a facility provided by the Consultant, away from Airport premises, except as noted. Training will be at the expense of the Consultant unless expressly provided for herein (see Section 4.0, Paragraphs M., N., O., and P.). The Airport Representative may amend, delete or add to the Initial Minimum Training as operationally necessary, in coordination with the Consultant. The "Initial Minimum Training Requirements" for each Traffic Control Officer and Traffic Control Supervisor will include but not necessarily be limited to:
1. Orientation (2 hours) – Traffic Control, Public Relations, Department and Appearance, Maintenance and Safeguarding of Uniforms and Equipment.
 2. Legal Power and Limitation (2 hours) – Prevention vs. Apprehension, Arrest, Search and Seizure, Use of Force and Civil Liability.
 3. General Duties (2 hours) – Patrol and Inspection, Fire Hazards and appropriate Fire Responses, Safety.
 4. Handling Emergencies (1 hour) – Procedures for Fires, Bomb Threats, Explosions, Floods, Riots, etc.; including Reporting Emergencies.
 5. Report Writing (1 hour) – Note taking, essentials of producing a concise, complete written report.

6. Identifying Suspicious Items & Packages Training and Identifying Vehicle Borne Improvised Explosives Devices (VBIED) Training.
 7. Sensitive Security Information (SSI) Training.
 8. Americans with Disability Act (ADA) Awareness Training.
 9. Airport's computerized Interactive Employee Training (IET) Modules as required by badge type (on Airport).
 - a. Airport Emergency Plan
 - b. Basic Security Awareness
 - c. Active Shooter
 - d. Human Trafficking
 10. Post-Specific Training (on Airport):
 - a. Comprehensive Vehicle Assessment and Inspection Techniques, to include Proper Use of Inspection Mirrors on interior and exterior (undercarriage) of vehicle.
 - b. IED recognition.
 - c. Traffic Management & Control techniques and roadway hazard prevention and safety.
 11. The Traffic Control Supervisors, Traffic Control Leads, and Traffic Control Officers must be knowledgeable of all rules and regulations which he/she is responsible for enforcing. The Branch Manager and Traffic Control Supervisors must be knowledgeable about each post, direct access point and applicable post orders. The Traffic Control Supervisor must review Traffic Control Officers' reports. The Supervisor is also responsible for ensuring the necessary notifications of incidents are performed during his/her shift.
 12. Examination (1 hour) – Consultant will prepare, administer and discuss an examination approved by the Airport Representative. Contents of the examination should be submitted in advance to the Airport Representative for review and written approval.
- M. Documentation of compliance with the above minimum requirements for each assigned Traffic Control Officer and Traffic Control Supervisor must be included in the personnel records of each employee and must be kept and maintained on file at all times at the Branch Office.

- N. The Airport Representative, at his or her sole discretion, may require additional Traffic Control Officer and Traffic Control Supervisor training over the term of the Agreement. Any additional training will be at the sole expense of the Consultant.
- O. Traffic Control Officer and Traffic Control Supervisors assigned to staff designated posts may also be required to attend additional training classes, to be conducted by the City at the Consultant's expense.
- P. The Airport Representative retains the right to conduct periodic testing and observation of all personnel to ensure these training requirements are being met. Further, if it is determined by the Airport Representative that the standards are not being met, retraining will be conducted immediately by the Consultant at the Consultant's expense.
- Q. The Consultant agrees to immediately replace any person employed under this agreement should the Airport Representative recommend that the action should be done for the good of the services being rendered under the Agreement. Such request by the Airport Representative will not require written notification to the Consultant and may be for any reason provided as long as such recommended action is not prohibited by law.
- R. At the start of the Agreement, the Airport Representative, at his or her sole discretion, may require an Airport Traffic Control Services class tailored to the work contemplated herein. If ordered, this class will be conducted at the expense of the Airport.
- S. All individuals assigned to this Airport Traffic Control Services agreement must meet or satisfy the following minimum requirements:
1. Be properly licensed under guidelines set forth by St. Louis County and carry such license at all times while providing service under the Agreement;
 2. Have basic written and oral skills in English;
 3. Have a high school diploma or equivalent;
 4. Be 21 years of age or older;
 5. Be a permanent resident or citizen of the U.S.;
 6. Submit to a background check, including a fingerprint-based criminal history record check (CHRC) and a security threat assessment (STA) as required by 49 CFR 1542. This background check will be conducted by the Airport Badging Office at the Consultant's expense. No Traffic Control Officer, Traffic Control Supervisor, or Branch Manager will be issued an airport-issued identification (ID) badge until the background check has been completed to the satisfaction of the Airport Representative. Badge holders will be enrolled in the FBI RapBack Program, a program that perpetually vets badge holders for arrests that may result in airport ID revocation.

7. Be properly uniformed, including PPE, badged, and equipped; all such uniforms and equipment must be approved in advance and in writing by the Airport Representative.
 8. Pass an initial chemical test and analysis for the detection of the illegal use or abuse of drugs and alcohol. Testing will be done by an independent laboratory at the Consultant's expense. The Airport Representative reserves the right, at his or her sole discretion, to approve the type of test, the threshold levels for initial and confirmatory tests, if applicable, and the laboratory or clinic selected.
- T. The Consultant shall ensure that Traffic Control Officers and Traffic Control Supervisors timely submit a written shift report in a form acceptable to the Airport Representative for every shift worked.
- U. Consultant shall perform regular (defined as no less than once per week) quality assurance inspections and tests to ensure compliance with all federal, state and local regulations and with Airport requirements stated in this scope of work and rectify any observed problems. The quality assurance program data will be made available to the Airport Representative within forty-eight (48) hours of a request being made. All data supporting this program must be maintained by the Consultant for the duration of the signed agreement and must be presented to the Airport Representative no less than once per calendar month.
- V. Consultant's Branch Manager will meet with the Airport Representative no less than once per quarter. These will be scheduled meetings, and at these meetings, the Consultant shall provide results of internal quality assurance inspections and testing as required in this Agreement.
- W. While on duty, the Consultant's personnel:
1. Will comply with Social Distancing guidelines in effect at such time that are recommended by the CDC in coordination with the Airport Representative.
 - a. Any job related task where social distancing is impractical shall be completed with the appropriate level of PPE.
 2. Will be alert and attentive, and shall not use personal wireless devices (including Bluetooth), socialize, or conduct personal business while on assignment.
 3. Shall not smoke or use chewing tobacco on post.
 4. Shall not eat at a post unless approved to do so by the Airport Representative. Consultant shall ensure that sufficient personnel are available to provide continuous coverage at posts during breaks.

5. Shall not discuss duty assignments or sensitive security information (SSI) with anyone who does not have an official need to know.
6. Consultant & employees are prohibited from making any video or audio recordings of incidents or responses regarding Airport issues unless approved by the Airport Representative. Recording in restricted areas is not allowed.
7. Consultant's personnel, who, in the performance of their official duties, become knowledgeable or aware of the details of an act of air piracy, terrorist activity, or unauthorized access, shall report it immediately to Airport authorities and not divulge sensitive security information (SSI) to unauthorized personnel. Such information includes, without limitation:
 - a. Any information about an incident or efforts to resolve an incident, or any disclosure which may jeopardize the safety of any persons involved.
 - b. Any information identified by officials of an agency of the U.S. Government which concerns techniques and procedures used for resolving acts of air piracy, the disclosure of which is likely to jeopardize the safety of domestic and international civil aviation.
 - c. Any information about the security systems and procedures in place at the Airport. This includes personnel information, shift schedules, computer access codes, personnel access procedures, and other security and safety information.
- X. Consultant shall be responsible for directing and controlling the work of its employees to include disciplinary measures and performance incentives.
- Y. Consultant shall be responsible for the repair, replacement, maintenance, disinfecting and cleaning of all equipment, supplies, office space, guard booths (cleaning only), access control readers, etc. necessary to perform satisfactorily the requirements and duties outlined in this specification as per the recommendations of the CDC and guidance of the Airport Representative.
 - a. Consultant shall be responsible for developing and implementing plans and procedures to prevent and mitigate the spread of COVID-19 or any other infectious disease to the maximum extent practical, with approval from the Airport Representative.
- Z. Any work not herein specified which may be fairly implied as included in the Agreement, of which the Director shall be the sole and absolute judge, will be done by the Consultant at no extra cost to the City. The Consultant shall do all additional or extra work ("Extra Work") that may be ordered by the Director in writing. No claim for Extra Work shall be granted or allowed in favor of the Consultant unless such Extra Work has been ordered in advance by written request of the Director.

5.0 FAILURE TO PERFORM

- A. If the Airport Representative determines at his/her sole discretion that the quality or quantity of any work required to be performed under this Agreement is unacceptable or that the Consultant has failed or refused to perform the work, the City may take reasonable and necessary actions to perform the work or remedy the Consultant's failed or under performance(s).
- B. All reasonable costs or expenses incurred by the City will be promptly and timely paid or reimbursed by the Consultant as provided for in this Section. The City may deduct such costs, plus 15 % for administrative costs, from any payments due to the Consultant under this Agreement or the City may invoice the Consultant for such costs, which will be due within thirty (30) days of the City's written request.
- C. **The work, if necessary, and any other actions taken by the City pursuant to this subsection may only be performed after first providing at least five (5) working days' notice to Consultant of such failure to comply.** Subsequent to receipt of notice that the City will perform the work or remedy the breach or default, the Consultant must not undertake further performance of such work without the specific prior authorization from the Airport Representative.
- D. Within the five (5) working days' notice period, the Consultant may demonstrate to the City why no such alleged failure is present or timely remedy such alleged failure, having obtained the Airport Representative's specific prior authorization to undertake further performance of such work. The City may forestall any work or actions it is entitled to perform pursuant to this subsection if such failure cannot be reasonably cured within five (5) working days and provided the Consultant promptly and diligently pursues corrective action to the City's reasonable satisfaction.
- E. If any fault by the Consultant, sub-contractors and/or their employees results in an Administrative Action (Letter of Correction, Warning Notice or Notice of Non-Compliance), either issued to the Consultant or the Airport from the TSA, the Consultant's next monthly invoice shall be reduced by \$2,000 to cover administrative and investigation expenses.
- F. If any fault by the Consultant, sub-contractors and/or their employees results in a Civil Penalty by the TSA, either issued to the Consultant or the Airport, the Consultant shall be responsible for the prompt payment of the fine (to be paid either directly to the Airport or the TSA). Additionally, the Consultant's next monthly invoice shall be reduced by \$4,000 to cover administrative and investigation expenses.

6.0 FEES

The City, subject to the Provisions of the Agreement, shall pay to the Consultant, in consideration of the above services “**Fees**” based upon the fees, rates, charges and amounts set forth in the Agreement. The Proposer shall invoice the City for all services ordered and performed in accordance with the Provisions of the Agreement. (See Section 7.I below.) All fees submitted by the Proposer will be subject to negotiation.

7.0 STATEMENT OF QUALIFICATIONS

All Proposers must prepare a written synopsis of “**Statement of Qualifications**” that describes, in detail, the organization of the Proposer’s firm and pertinent experience of the nature described in this RFP. Specific experience must be shown in the ability to: 1) manage an Airport Traffic Control Services account. 2) Each Proposer shall submit a listing of clients for which the Proposer provides comparable services of the nature contemplated in this RFP. The listing of comparable experience must be provided as part of the Proposal and the listing of comparable project experience must provide names, contact persons, addresses, and phone numbers of at least three (3) responsible references for verification of experience. 3) Demonstrate at least five (5) years of consecutive experience within the last six (6) years providing significant traffic control services at an Airport or other high traffic facility.

Proposers must also specifically address the following in their written synopsis:

- A. A statement of corporate capabilities, including range of services offered, length of time in business, corporate structure, professional registration, licenses, professional affiliations, etc.
- B. Knowledge of TSA regulation 1542, airport traffic practices and regulations, including length and type of experience working in a Medium or Large Hub airport environment.
- C. Documentation of knowledge and capabilities in regard to Airport Traffic Control Services of the nature contemplated by the RFP.
- D. Resumes of key personnel, citing relevant experience in activities of the nature described in this RFP. Identify and provide resume of proposed Branch Manager and other key personnel that will work on this contract.
- E. A complete list of all owners, directors, and officers of the Proposer and all proposed subcontractors, sub-consultants, independent subcontractors, etc. (See also Section 23.0, entitled “Assignment & Subcontracting”).
- F. Proposer shall graphically depict an organizational chart, to include subcontractors, in order to show how it will organizationally provide the services

contemplated, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team.

- G. Provide detailed and specific information for the Proposer's: 1) **Recruitment Plan**, and associated plan to attract qualified personnel to perform the work contemplated; 2) **Training Plan** for new hires and recurrent training in order to address excellence in customer service, traffic regulation proficiency, and traffic control safety; 3) **Retention Plan** to retain qualified employees and award positive security prevention and good customer service behavior; 4) **Discipline Policy** in order to ensure employees not meeting the security standards and behavior established by the Airport Authority are corrected, or in severe cases, removed from work on this contract; 5) **Management Plan** to indicate how the services shall be managed, how cooperative relationships shall be built, the necessary emphasis on leadership, customer service, and how communications shall be disseminated to all levels of workers providing these services; and 6) **Quality Assurance Plan** to explain how supervisors monitor employees knowledge, training, work performance, adherence to post orders, and accuracy of logs, reports, inspections and other checks and/or searches.
- H. Geographic location of the office from which the work will be conducted and managed.
- I. An outline of the compensation structure as requested in Appendix A of the RFP.
- J. Proposer shall furnish the past three (3) fiscal or calendar year-ended completed financial statements prepared in accordance with generally accepted accounting principles and with an independent Certified Public Accountant's (CPA) statement attached, if said CPA's statement is available. Proposer's statements referenced above must include the following:
 - 1. Balance Sheet;
 - 2. Statement of changes in financial position;
 - 3. Income statement; and
 - 4. All footnotes relative to the above statement.
- K. Any required licenses or certificates, as well as the Missouri Certificate of Good Standing (if applicable).
- L. Any additional information that may be relevant in assessing the qualifications, experience and ability of the Proposer.
- M. Proposer must submit as part of its Proposal a written synopsis, which fully discloses and explains the following events: i) any termination for cause of an Airport Landside Traffic Control Services contract in which the Proposer or the Proposer's affiliates, are or were a party to that were terminated for cause within the past three (3) years; and ii) any debarment proceedings recommended or

initiated, or debarment decisions, in the pass three (3) years against the Proposer or the Proposer's respective directors, officers or employees, including their respective affiliates. Proposer shall include as part of its Proposal copies of any termination notices, debarment notices, complaints, or reports, finding of fact or law, rulings or decisions of debarment. For purposes of this Section 7.M, an "affiliate(s)" means a person or entity that directly or indirectly thorough one or more intermediates controls, or is controlled by, or is under common control with, the Proposer.

8.0 RESPONSIBILITIES OF THE CONSULTANT

In the performance of any Agreement resulting from this RFP, the Consultant shall:

- A. Consultant will comply with all applicable rules and regulations including ordinances, resolutions, plans, operating directives, environmental plans or programs, Airport certification manual, CDC recommendations, and best practices and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as they may be amended from time to time, in performing the work or services contemplated herein or the Provisions of the Agreement. Consultant will comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City and all federal, state, city, local and other governmental authorities, as may be amended from time to time, now or hereafter applicable, in performing the Provisions of the Agreement and/or the work or services contemplated herein.
- B. Carry out the services as described in Section 4.0, Scope of Work, as ordered, requested, and directed in writing by the Manager.
- C. Not subcontract, assign, or otherwise transfer any of the services or work to be performed under the Agreement without the prior written consent of the City. Failure to obtain prior written consent of the City will be deemed cause for termination of the Agreement. (See Section 23.0, "Assignment & Subcontracting").
- D. Be responsible for the employment and supervision of its own staff to carry out its obligations under the Agreement and be responsible for the performance and payment of professional services that it may hire subject to the Provisions of the Agreement in addition to the Consultant's regularly employed staff. (Section 23.0, "Assignment and Subcontracting").
- E. Be responsible for the professional quality, technical accuracy, and coordination of information and materials utilized to implement the services provided under the Agreement. The Consultant will, without any additional compensation, correct or revise errors or deficiencies for which it is responsible in the course of providing its services under the Agreement as determined by the Manager.

- F. Treat all knowledge of the City's intentions, operations or procedures, and business as confidential and regulated under 49 CFR 1520 Sensitive Security Information, and at no time divulge such information without the prior written consent of the Airport Director, unless otherwise required by a court order or subpoena, a copy of which has been presented to the Airport Director. Consultant shall timely inform the City of any such order or subpoena prior to releasing said confidential information. If disclosure of said confidential information is required by court order or subpoena, the Consultant shall timely notify the City in writing at least five (5) business days prior to disclosure so that the City may seek court intervention concerning the potential disclosure of said confidential information.
- G. Provide personal attention to and prompt services for all assignments. The Consultant understands and agrees that the City does not waive any rights or bases for any cause of action by the virtue of its review, approval, acceptance, or payment of any services provided by the Consultant under the Agreement.
- H. Throughout the term of the Agreement, the Consultant will maintain all licenses, certifications, and credentials necessary to perform the services contemplated herein in accordance with all applicable federal, state, and local laws, and regulations including, without limitation all applicable rules and regulations of United States Department of Transportation (**USDOT**) as they may be amended from time to time.

9.0 TERM

The work of the Consultant under the terms of the Agreement will begin on the Commencement Date specified below and terminate when the work described therein is completed, not to exceed thirty-six (36) months. The Agreement will be expressly subject to the City's Charter and ordinances, and will not become effective or binding on the City until fully executed by all signatories of the City and delivered by the City to the Consultant.

Commence Date: June 01, 2022 Expiration Date: May 31, 2025

10.0 DUE DATE OF PROPOSAL

Written or Electronic Proposals will be received up until the hour of **2:00 P.M. Local Time, March 2, 2022**. All Proposals may be submitted in one of the following ways:

- A. Written proposals must be addressed and delivered to:

Briana Bryant, Contract Compliance Officer

**St. Louis Lambert International Airport
Airport Properties Division
10701 Lambert International Boulevard, MTN 2501
St. Louis, Missouri 63145**

Three (3) copies of the Proposal must be submitted. Proposals received after the due date and time, or not delivered to the designated point, will not be considered. The Proposal must be presented in a **sealed** envelope addressed to Ms. Bryant at the address provided above, with the words **“RFP FOR AIRPORT TRAFFIC CONTROL SERVICES”** plainly written across the left end face of the envelope. The name and address of the Proposer must also appear on the face of the envelope. **OR**

- B. Electronic Proposals may be addressed and sent via email to:

Briana Bryant BnBryant@flystl.com

With copies also sent via email to:

Robert Salarano rcsalarano@flystl.com

Gigi Glasper GXGlasper@flystl.com

**PROPOSER MUST SUBMIT PROPOSALS PRIOR TO THE DEADLINE
NOTED ABOVE AND SHOULD REQUEST AN EMAILED
CONFIRMATION OF THE RECEIPT FROM MS. BRYANT.**

Proposals submitted electronically must be submitted in one PDF document, titled **“RFP FOR AIRPORT TRAFFIC CONTROL SERVICES”** followed by the name of the Proposer. This information must also appear in the subject line of the email. Please allow ample time for the email to be transmitted. **The submittal time of record will be the time the email reaches Ms. Bryant. Also note, the size limit for emails is 10 megabytes, and it is recommended that any document over 10 megabytes be compressed before sending to avoid possible delays in transmitting. Note: Please send the document in the PDF format requested. Do not provide a link to the documents.**

11.0 RIGHTS

- A. The City reserves the right to reject any Proposal which, in the City’s sole and absolute opinion, the Proposer does not have the qualifications as stated in this RFP, including the necessary experience, the financial capacity or the ability to perform the Scope of Work, or any non-responsive Proposal or any Proposal submitted without the required information. In addition, any Proposal not in compliance with the procedural requirements for submitting a Proposal will be rejected. The City reserves the right to reject any or all Proposals in whole or in part with or without cause; to negotiate for the

modification of any Proposal; to advertise for new Proposals; to perform the work or services itself; to waive minor irregularities and formalities; or to proceed to have the services performed otherwise. The City also reserves the right to establish a “cure” period, in the event that a Proposer(s) has not submitted the required information, for the purpose of obtaining complete Proposals or curing other defects in a Proposal. The City, in addition to the previously stipulated reservations, reserves the right to disqualify any Proposer and reject any Proposal submitted that is not, in the City’s sole and absolute judgment, competent, experienced, or qualified to perform the work and services contemplated herein. The City reserves the right to thoroughly investigate financial status, experiences, and record of the Proposer and reserves the right to reject any and all Proposals. The submission of a Proposal by any Proposer **does not** in any way commit the City to enter into a contract with that Proposer or any other Proposer. This list of the City’s’ rights is not all-inclusive.

- B. More than one Proposal from a Proposer under the same or different names will not be considered. Proposals will be rejected if there is reason to believe collusion exists among Proposers and no participant in such collusion will be considered in future bids or Proposals for providing these Airport Traffic Control Services. The City reserves the right in its sole and absolute discretion to reject any Proposal from any Proposer that is in arrears; or is currently in default to the City upon any debt or contract; or that is a defaulter as surety or otherwise, upon any obligations to the City within the last three (3) years; or has failed in the City’s sole determination and discretion to perform properly, adequately, or faithfully any previous contract within the last three (3) years with the City. The City reserves the right in its sole and absolute discretion to reject any Proposal from a Proposer that is currently involved in litigation with the City regarding any previous contract obligation.

12.0 PROPERTY OF THE CITY

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

13.0 QUESTIONS

- A. If the Proposer finds a discrepancy in, or omission from this document or any of its attachments, has any doubts as to their true meaning, or requires any additional information to prepare the Proposal, the Proposer must notify Ms. Bryant, St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Boulevard, MTN 2501, St. Louis, Missouri 63145, **in writing on or before February 3, 2022 at 5:00 PM local time.** The City will not be responsible for any oral instructions given with regard to the completion and submission of any Proposal. Any interpretation of this RFP or any of its attachments will be made only by the Airport in an addendum issued by the

Airport. The City will not be responsible for any other explanations or interpretations of this RFP or any of its attachments. Questions received and responses provided will be made available to all Proposers via the addendum.

- B. The Proposer shall carefully examine the entire contents of this RFP including any attachments, addenda and the premises of the Airport, and shall judge for itself all circumstances and conditions affecting its Proposal.
- C. All information or data in the RFP and any subsequent addenda, while believed to be reliable, are to be used by the Proposer at its sole risk, and the City, its officers, employees, and agents do not accept any responsibility or liability in any fashion for its use by the Proposer in structuring a Proposal in response to this RFP.

14.0 NOT A CONTRACT

This RFP is not to be construed or interpreted as a contract or a commitment of any kind. Nor does it commit the City to pay for any costs incurred by the Proposer in the submission of a Proposal or for any costs incurred prior to the execution of a formal contract with the City. The Proposer acknowledges and agrees that the submission of a Proposal in response to this RFP does not impose any legal obligation upon the City or the Proposer submitting the Proposal, nor does it create any contract or quasi contractual relationship between them.

15.0 SELECTION OF CONSULTANT

- A. The selection of the Consultant(s) will be made by a five (5) member committee (the “**Selection Committee**”) comprised of two members from the Airport Staff, one member appointed by the Office of the Mayor of the City, one member from the Comptroller’s Office and one member from the Office of the President of the Board of Aldermen. The Selection Committee in its sole judgment and in the best interest of the City and the Airport will select a responsive Proposer best qualified to perform the services described (See Section 16.0 entitled “Award of a Contract”). The Proposer may contact only the Airport Contract Compliance Officer for any questions. If the Proposer contacts any member of the Selection Committee, such contact may render the process invalid or eliminate the Proposer from the selection process. It is anticipated that the Selection Committee’s selection of the Consultant can be made within (30) thirty days after the receipt of the Proposals.
- A. The City will then schedule a time for the City and successful Proposer to finalize the scope of work and negotiate and draft the terms of the Agreement, including, without limitation, the fee structure (see Section 6 entitled “Fees”). If a successful Proposer refuses or neglects to timely execute an Agreement with the City or fails to timely furnish the required proof of insurance and

endorsements, bonds, affidavits, or other required documents as requested by the City, the City may in its sole and absolute discretion, then award the Agreement to the next responsive Proposer best qualified to perform the services, as determined by the Selection Committee. If selected, the next responsive Proposer will be subject to the same procedures and timetables as provided herein. If the second best Proposer also fails or refuses to fully execute the Agreement or fails to timely furnish the requested proof of insurance and endorsements, bonds, affidavits, or other documents requested by the City, the next best Proposer, if selected, will be subject to the foregoing provisions and so on as determined by the Selection Committee.

- B. The selection criteria and factors to be considered by the Selection Committee in the selection of the Consultant are set out below (see Section 11 entitled “Rights”).

1. RFP EVALUATION CRITERIA/FACTORS

- a. Firm’s ability and plan to satisfy and perform the Scope of Work; as outlined in the “Statement of Qualifications” (See Sections 7.A - 7.F; 7.I; 7K – 7.N)
(0 to 30 pts.)
- b. Firm’s demonstrated ability, years of experience and amount of experience in providing traffic control at an Airport or high traffic facility that is similar to an Airport.
(0 to 30 pts.)
- c. Firm’s demonstration, capacity and ability to meet the full time equivalent staffing needs of the City, as listed in Appendix A.
(0 to 20 pts.)
- d. Firm’s wages paid to their employees (Appendix A)
(0 to 5 pts.)
- e. Firm’s cost proposal to the City (Appendix A) and Consultant’s wages to their employees
(0 to 10 pts.)
- f. Presentation (If Selection Committee request.)
(0 to 5 pts.)

(MAXIMUM POINTS 100)

- D. A 15% M/WBE incentive credit will be applied to the evaluation of professional service prime consultants who are currently certified MBE-African American, Hispanic American, Asian American, Native American and WBE-Women owned Business Enterprises. An example of the calculation of the 15% M/WBE

incentive credit points to be applied to an eligible M/WBE prime contractor's initial score is set out below. Assuming 80 points is awarded by a Selection Committee member, the 15% M/WBE incentive credit would be 12 points for a total score of 92 points.

[80 points X .15 = 12 point] [12 points + 80 points = 92 points]

- E. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

16.0 AWARD OF CONTRACT

- A. The Agreement(s), if awarded, will be awarded by the City to a responsive and qualified Proposer who, in the City's sole and absolute judgment, best meets the requirements and submits the best proposal as specified in the RFP. Responsiveness, experience, and qualifications will be determined from the information furnished by the Proposers in the submitted Proposals, in interview sessions, if held, as well as from other sources determined by the City (see Sections 11 and 15 of this RFP). After award of the Agreement, the Proposer(s) selected will meet with the Airport Staff to finalize the scope of work and terms and fees for the work described in Section 4.0 entitled "Scope of Work" of this RFP.
- B. The City intends to enter into an Agreement with a successful Proposer beginning on the Commencement Date and ending three (3) years from that date. The award of the Agreement to a successful Proposer under this RFP as well as the Provisions and terms of the Agreement to be awarded must be approved by the City's Airport Commission and its Board of Estimate and Apportionment.

17.0 MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE MBE/WBE) PARTICIPATION

A. Definitions:

As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise" or "WBE" are defined as follows:

1. **"Minority Business Enterprise" or "MBE"** means a minority business enterprise as defined in Ordinance 70767.

1. **"Women Business Enterprise" or "WBE"** means a women's business enterprise as defined in Ordinance 70767.

B. Policy:

It is the policy of the City of St. Louis Airport Authority to ensure the maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services to the City, its departments, agencies and authorized representative and to all entities receiving City funds or City-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub-recipients through the competitive bidding or procurement process. The provisions of this Policy apply to all contracts awarded by the City, its departments and agencies and to all recipients of City funds or City-administered government funds and will be liberally construed for the accomplishments of its policies and purposes.

C. M/WBE Goals and Incentive Credits:

1. A goal of 25% MBE and 5% WBE utilization has been established in connection with the Agreement. This goal is based on the original Agreement amount and remains in effect throughout the term of the Agreement. If an award of the Agreement is made and the MBE/WBE participation is less than the Agreement goal, the Consultant must continue good faith efforts throughout the term of the Agreement to increase MBE/WBE participation and to meet the Agreement goal.

Please note: Consultants certified as either an MBE or WBE must still fill both goals. In addition, Consultants certified as both an MBE and a WBE can only fulfill either the MBE goal or the WBE goal, not both goals.

2. A 15% M/WBE incentive credit shall be applied to the evaluation of professional service prime consultant who are currently certified MBE - African American, Hispanic American, Asian American, Native American and WBE-Women owned Business Enterprises. In order to qualify for the incentive credit, the M/WBE prime must include a copy of the current M/WBE certification letter indicating the M/WBE has been certified by the Airport or the M/WBE remains eligible to participate in the M/WBE certification program. (See Section 15.D of this RFP for an example of how the 15% M/WBE incentive credit is calculated.)

D. Obligation:

1. The Consultant agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis Airport Authority provided

under the Agreement. The Consultant will not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by the City of St. Louis Airport Authority.

2. A current Directory of M/W/BE firms certified by the City of St. Louis is available online at www.flystl.com/bdd.

E. Good Faith Efforts Requirement:

1. The quality, quantity and intensity of the Proposer's good faith efforts will be evaluated by the City. A Proposer must make sufficient good faith efforts to meet the 25% MBE and 5% WBE goal. The Proposer can meet this requirement in either of two ways. First, the Proposer can meet the goal, documenting commitments for participation by M/WBE firms. Second, even if the Proposer doesn't meet the 25% MBE and 5% WBE goals, the Proposer can document adequate good faith efforts. This means that if the M/WBE goals are not met that the Proposer must show that it took all necessary and reasonable steps to achieve the M/WBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient 25% MBE and 5% WBE participation, even if they were not fully successful. If the M/WBE goals are not met, the Proposer must demonstrate and document those efforts by submitting the "Good Faith Efforts Report Form" attached hereto as Attachment 3 with the proposal. Additionally, when the M/WBE goals cannot be met, the Proposer must also include a statement as to why the goals could not be met. (See Proposer's Checklist Item 9). Examples of good faith efforts include but are but not limited to the following:
 - a. Efforts made to select portions of the work proposed to be performed by M/WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE participation. Selection of portions of work are required to at least equal the goal for M/WBE utilization specified in the contract.
 - b. Written notification at least fifteen (15) days prior to the opening of proposals, soliciting individual M/WBEs interested in participation in the contract as a subcontractor, regular dealer, manufacturer, consultant, or service agency and for what specific items or type of work.
 - c. Written notification to disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of M/WBEs, of the type of work,

supplies, or services being considered for M/WBEs on this contract.

- d. Efforts made to negotiate with M/WBEs for specific items of work including evidence on:
 - i. The names, addresses, telephone numbers of M/WBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the M/WBEs to determine with certainty whether the M/WBE is interested. Personal or phone contacts are expected.
 - ii. A description of the information provided the M/WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
 - iii. A statement of why additional agreements with M/WBEs were not reached, and
 - iv. Documentation of each M/WBE contacted but rejected and the reasons for the rejection.
- e. Absence of any agreements between the consultant and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other Proposers.
- f. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the consultant.
- g. Documentation that qualified M/WBEs are not available, or not interested.
- h. Attendance at any meeting scheduled by the user department, or the SLDC to encourage better consultant-subcontractor relationships, forthcoming M/WBE utilization opportunities (i.e. pre-bid, workshops, seminars), etc.
- i. Advertisement, in general circulation media, trade association publications, disadvantaged-focused media, of interest in utilizing M/WBEs and area of interest.
- j. Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices;

and other organizations that provide assistance in recruitment and placement of M/WBEs.

2. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.
 - a. M/WBE unable to provide performance or payment bonds or both.
 - b. Rejection of reasonable bid based on price.
 - c. M/WBE would not agree to perform items of work at the unit bid price.
 - d. Union versus nonunion status.
 - e. Consultant normally would perform all or most of the work of the contract.
 - f. Solicitation by mail only.
 - g. Restricting to only those general group of items which may be listed in bids under such headings "Items Subcontractable to M/WBE firms."
3. The demonstration of good faith efforts by the consultant must prove the Consultant actively and aggressively sought out M/WBEs to participate in the project.
4. The information provided will be evaluated to determine if the low Proposer is responsive. All the information provided must be accurate and complete in every detail. The apparent low Proposer's attainment of the M/WBE goal or demonstration of good faith effort will assist in determining the award of the contract.

F. Eligibility:

Consultant should access the online directory at www.flystl.com/bdd to obtain a list of eligible MBEs/WBEs certified by the City of St. Louis and to verify the eligibility of the MBE/WBE firms it intends to utilize in the Agreement.

G. Counting MBE/WBE Participation toward Goals:

1. MBE/WBE participation towards the attainment of the goals will be credited on the basis of the total subcontract prices agreed to between the Consultant and subcontractors for the contract items being sublet as reflected on the "MBE/WBE Utilization Plan" attached hereto as

Attachment 2 and incorporated herein. Proposer must complete and submit with its proposal the **Preliminary** MBE/WBE Utilization Plan (See Proposers Checklist, Item 8). Firms must be certified prior to the proposal opening in order to be used to fulfill the participation goals. **NOTE: The successful proposer awarded the contract is required to submit the Final MBE/WBE Utilization Plan. This form must be completed in its entirety and submitted to the City after fee/scope negotiations have been completed.**

2. In addition, the Proposer must also submit the "Notice of Intent to Perform as a Subcontractor or Material Supplier Form," attached hereto as Attachment 4 and incorporated herein. (See Proposer's Checklist, Item 12.).

a. Contractors should be aware that supplies and materials procured from certified suppliers, manufacturers and brokers are defined and counted toward M/WBE goals as follows:

i. A **Supplier or Regular Dealer** is defined as a firm that owns, operates or maintains a store, warehouse, equipment or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, and regularly sold or leased to the public in the usual course of business. ***Suppliers or Regular Dealers count at 60% of their cost/expenditure towards M/WBE goals.***

ii. A **Manufacturer** is defined as a firm that operates or maintains a factory, apparatus, or establishment that produces the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. ***Manufacturers count 100% of their cost/expenditure towards M/WBE goals.***

iii. **Brokers** are defined as brokers or other persons who arrange or expedite transactions, and are not regular dealers, with respect to materials or supplies purchased from an M/WBE which is neither a manufacturer nor a regular dealer. Brokers' entire commissions and fees charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site count towards M/WBE goals provided the fees are determined by the City to be reasonable and not excessive as compared with fees customarily allowed for similar

services. The cost of the materials or supplies themselves do not count toward M/WBE goals.

- iv. M/WBE trucking firms' expenditures may count at 100% toward M/WBE goals. The M/WBE trucker must manage and supervise the trucking operations with its own Employees and use equipment owned and/or leased by the M/WBE. No credit will be counted for the purchase or sale of material hauled unless the M/WBE trucker is also a certified M/WBE supplier. No credit will be counted unless the M/WBE trucker is an approved subcontractor.

If the M/WBE trucker plans to supplement its trucking operations with additional trucking firms it must seek prior approval perform the start of the operation from the City.

If the M/WBE trucker leases trucks from a non-M/WBE trucking firm only the fees and/or commissions will count toward goal attainment.

H. Post-Award Compliance:

If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Consultant of the responsibility to continue good faith efforts to maximize participation of MBEs/WBEs during the term of the Agreement.

I. Substitution of MBE/WBE Firms after Award:

1. The Consultant will conform to the scheduled MBE/WBE participation goal. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Consultant will immediately notify the contracting department and City of St. Louis Airport Authority Business Diversity Development (BDD) office prior to replacement of the firm.
2. Substitutions of MBE/WBE must be approved in writing by the Director. See Section 23.0 Assignment and Subcontracting. Substitutions of MBE/WBE will be allowed only when the MBE/WBE has failed to perform due to a default (material breach) of its subcontract or agreement. Consultant will not cancel or terminate its agreement with the MBE/WBE without cause and will timely forward supporting documentation substantiating the cause of the default or termination to the Director for review.

J. Record Keeping Requirements:

The Consultant shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City of St. Louis Airport Authority to determine compliance with the MBE/WBE contract obligations. The City of St. Louis Airport Authority reserves the right to investigate, monitor and review actions, statements, and documents submitted by any contractor, subcontractor, or MBE/WBE.

K. Reporting Requirement:

1. The Consultant shall utilize the St. Louis Lambert International Airport Certification and Compliance Diversity Compliance Management System web based program made available at <https://flystl.diversitycompliance.com/>. The Consultant shall log into the system utilizing their assigned username and password and request to add each subcontractor scheduled to perform work on the Agreement. BDD will confer with the department/agency before approving the firm to be added to the contract. The Consultant shall upload a copy of each M/WBEs fully executed contract to provide services when requesting to add M/WBEs to the contract.
2. The Consultant must submit monthly reports on MBE/WBE involvement to the City of St. Louis Airport Authority Business Diversity Development Office via the BDD online reporting system. Actual payments to MBEs/WBEs will be verified. The Consultant shall ensure its subcontractors are also submitting monthly reports on MBE/WBE participation via the BDD online reporting System.
 - a. Liquidated Damages. The Consultant hereby agrees and stipulates that their or their subcontractor(s)'s failure to comply with the MBE/WBE reporting requirements could result in an administrative or financial burden or both to the City. Therefore, the Consultant agrees and stipulates that the Director, on behalf of the City, may elect to implement liquidated damages after written notice to the Consultant for failure to report. The stated liquidated damages in this sub-section are cumulative over the term of the Agreement and are in addition to any other remedies City may have under the Agreement or at law or in equity:
 - b. The first failure to report violation will result in a warning letter;
 - c. The second failure to report violation will require Consultant to pay liquidated damages to the City not to exceed \$25.00 for each week past due;

- d. The third failure to report violation will require Consultant to pay liquidated damages to the City not to exceed \$50.00 for each week past due; and
- e. The fourth failure to report violation will require Consultant to pay liquidated damages to the City not to exceed \$75.00 for each week past due.
 - i. Payment of Liquidated Damages. All liquidated damages will be deducted by the City's next payment schedule. If there is no future payment(s), the Consultant will make the liquidated damage payment to the City within thirty (30) days' written notice of the violation.
 - ii. Notice. For any failure to report a violation specified in this section with associated liquidated damages, the City will provide written notice, including liquidated damages due and payable to the City

L. Applicability of Provisions to MBE/WBE Contractors:

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

M. Liquidated damages for Failure to Perform a Good Faith Effort:

1. Contractor acknowledges, stipulates and agrees that the Contractor's failure to meet the City's M/WBE goals and/or show a good faith effort has been performed may result in liquidated damages being assessed in an amount not to exceed the M/WBE shortfall, which is the difference between the M/WBE goals set in the Agreement and the amounts actually paid to M/WBE contractors.
 - a. The City shall periodically evaluate the Consultant's Compliance with the M/WBE goals and determine whether the Consultant has performed and is performing in accordance with the terms of the Agreement. If the Consultant has failed to perform as required in herein, then the City may impose liquidated damages as provided herein to be withheld from any amounts due and owed the Consultant, such liquidated damage withheld must be authorized by the City Compliance Officer and the Director of Airports. Such liquidated damages should be assessed prior to the expiration of the Agreement (generally not sooner than six (6) months prior to the expiration date of the Agreement). If there is no future

payment(s) to be made, the Consultant will make the liquidated damage payment to the City within thirty (30) days' written notice of the violation.

18.0 AFFIRMATIVE ACTION/NON-DISCRIMINATION

- A. The Proposer agrees that in performing any services resulting from this RFP neither it nor anyone under its control will permit discrimination against any business, employee or applicant for employment because of race, creed, color, sex, age, disability, religion, or national ancestry or origin.
- B. Proposer agrees to comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; Title VI of the Civil Rights Act of 1964, as amended; 49 CFR Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

19.0 REQUIRED SUBMITTALS

In order for a Proposal to be considered responsive, the Proposer must provide all of the required submittals listed in this section. It is requested that the required submittals or information be submitted in the format and order provided in this section. If forms have been provided, please utilize them to provide the requested information. **All** Proposers shall submit the following evidence that they are fully competent to perform the services contemplated under this RFP and that they currently possess the necessary facilities, experience, licenses, organization, and financial capabilities to fulfill or satisfy the conditions and obligations of the Agreement resulting from this RFP. **Each** Proposer must include a narrative or complete appropriate forms addressing the following:

- A) Statement of Qualifications as provided for in Section 7.0, "Statement of Qualifications" (See Sections 7.A, 7.B, 7.C and 7.D).
- B) Documentation demonstrating Proposer's ability to comply with personnel requirements of this RFP. The documentation should include resumes for the key managers or executives, including the project manager, who will be responsible for the Proposer's performance (See Sections 7.D, 7.G & 7.F).
- C) Proposer's Listing of Experience/Reference as provided for in Section 7.0(2). The listing of comparable project experience must provide names, contact persons, addresses, and phone numbers of at least five (5) responsible references for verification of experience.
- D) The Proposer's fiscal year-end Financial Statements for the last three (3) years (See Section 7.J).

- E) Completion of the Authorized Submission Form (**Attachment 1**).
- F) Proposer's plan for MBE/WBE Participation. (See Section 17.0, Minority and Women Business Enterprise (MBE/WBE) Participation for participation goals). Plan must include (1) the level of MBE/WBE participation the Proposer intends to achieve in the performance of a contract resulting from this RFP; (2) the type of work to be performed by the MBE and WBE participants; and (3) the names of the MBEs and WBEs the Proposer plans to utilize in the performance of a contract resulting from this RFP. The Preliminary Utilization Plan (**Attachment 2**) must be submitted. **Even if the Proposer is a certified DBE, MBE, or WBE, the Plan MUST be completed and submitted with the Proposal.**
- G) Documentation of Proposer's efforts to maximize MBE/WBE participation. This information is required whether or not the Proposer indicates intent to achieve contract goals. The M/WBE Good Faith Efforts Forms (**Attachment 3**) must be submitted.
- H) Certificate(s) of Insurance or statement from insurance company (**See Section 21.0, "Proof of Insurance"**).
- I) Authorization from Surety firm of intent to provide a Performance Bond and Payment Bond in the amount of \$100,000.00 each (**See Section 22.0, "Performance Bond & Payment Bond" and Attachment 5, entitled "Proposal To Bond Form"**). **A completed Proposal to Bond Form or a Proposal to Bond on Surety Company stationery must be provided with the Proposer's Proposal.**
- J) Missouri Unauthorized Aliens Law Acknowledgement and Acceptance Declaration and Affidavit (**See Section 24.0, "Missouri Unauthorized Aliens Law" & Exhibit A & Exhibit B**).
- K) Fee Structure (See Sections 6 and 7.I).
- L) License(s) and Certificate of Good Standing (See Section 7.K).
- M) List of subcontractors to be included as part of the Statement of Qualifications and compensation for subcontractors (See Sections 7.E, 7.F & 23.0).
- N) List of owners, directors, and officers (See Section 7.E).
- O) Notice of Intent to Perform as a Subcontractor/Material Supplier (**See Section 17.0, Minority and Women Business Enterprise (MBE/WBE) and Attachment 4**).
- P) Location of principal office (See Section 7.H).

- Q) Living Wage Acknowledgement & Acceptance Declaration (See Section 27.0 & Exhibit D).
- R) Other in-house services. (See Section 7.L)
- S) Synopsis of Terminations and Disbarments (See Section 7.M).
- T) Anti-Discrimination Against Israel Act Acknowledgement & Declaration and Affidavit. (See Section 39 and Exhibits E & F)

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

20.0 MINIMUM PREVAILING WAGE & FRINGE BENEFITS

- A. The Contractor warrants, represents, stipulates and agrees that it shall pay to employees and subcontractor's employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his/her authorized representative, in accordance with prevailing rates in the locality of the Metropolitan St. Louis area pursuant to 41 U.S.C. 351 et seq. as amended except for any person engaged in an executive, administrative or professional capacity. This section is subject to and shall be in accordance with City Ordinance No 62124 as codified in Chapter 6.20 of the Revised Code of The City of St. Louis 1990, Annotated.
- B. Subject to and in accordance with Chapter 6.20.010.A of the Revised Code of The City of St. Louis, such fringe benefits may include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, costs of apprenticeship or other similar programs, and other bona fide fringe benefits to be provided by the service contractor and not otherwise required by federal, state or local law. The term "minimum prevailing fringe benefits "may include any contributions of fringe benefits equivalent to the foregoing or differential payments in cash.
- C. Contractor shall keep full and accurate records identifying the names and classification of every service employee employed by them in the performance of the Agreement, together with an accurate record of the number of hours worked by each employee and the actual wages and fringe benefits paid therefor. Said records shall be open to inspection by the Comptroller of the City or his/her authorized representative at any reasonable time and as often as may be necessary and such records must not be destroyed or removed from their customary location

for the period of one (1) year following the completion of the work under the Agreement.

21.0 PROOF OF INSURANCE

- A. Proof of adequate insurance or the ability to obtain said insurance to protect and insure St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City; the City's Board of Aldermen; the Airport Commission; and their respective officers, agents, and employees (the "Insured Parties") and the Proposer, **on an occurrence basis**, against all claims and demands by third persons for bodily injury (including wrongful death) and property damages arising or alleged to arise out of the activities of the Proposer, its officers, agents, employees, subcontractors and independent contractors pursuant to the proposed contact under the following types of coverage:
 - 1. Comprehensive General Liability; and
 - 2. Comprehensive Automobile Liability (all vehicles, including owned, hired and non-owned); and
- B. The Consultant will maintain Workers' Compensation and Employer's Liability Insurance at least at the statutory requirement and in accordance with Missouri laws and regulations. Consultant will require that all of its subcontractor's licensees similarly provide such coverage. The Insured Parties, its officers, employees, or agents will not be liable or responsible for any claims or actions occasioned by Consultant's failure to comply with the provisions of this subsection. The indemnification provisions of the Agreement apply to this subsection. It is expressly agreed that the employees of the Consultant are not employees of the Insured Parties for any purpose, and that employees of the Insured Parties are not employees of the Consultant.
- C. The minimum limit of coverage for the Comprehensive Liability Insurance and Comprehensive Automobile Insurance coverage must equal a single limit of Five Million Dollars (\$5,000,000.00). A current Certificate(s) of said insurance, proposal to insure, or statement from Proposer's insurance company acknowledging that this requirement can be met must be submitted with the Proposal. Proposer shall also submit a current Certificate of Insurance or proposal to insure from the Proposer's insurance company for Worker's Compensation and Employer's Liability. The Proposer acknowledges and agrees that the Agreement will require the Consultant to name St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City; the City's Board of Aldermen; the Airport Commission; and their respective officers, agents, and employees as an "Additional Insured" under the Proposer's Comprehensive General Liability and Comprehensive Automobile Insurance and to indemnify St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri;

the City; the City's Board of Aldermen; the Airport Commission; and their respective officers, agents, and employees. The standard indemnification clause is set out below:

"The Consultant shall protect, defend, and hold St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City; the City's Board of Aldermen; the Airport Commission; and their respective officers, agents, and employees (the "Indemnified Parties") completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to the Agreement and/or the use or occupancy of the City's premises and/or the acts or omissions of Consultant's officers, agents, employees, representatives, consultants, subcontractors, licensees, invitees, or independent contractors regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the gross negligence of the Indemnified Parties. The Director or his/her designee shall give to Consultant reasonable notice of any such claims or actions. The Consultant shall also use counsel reasonably acceptable to the City Counselor of the City or her/his designee, after consultation with the Director or his/her designee, in carrying out its obligations hereunder. The provisions of this section survive the expiration or early termination of the Agreement."

22.0 PERFORMANCE BOND & PAYMENT BOND

- A. At or prior to the execution of the Agreement, the Consultant shall execute a Performance Bond and a Payment Bond each in the amount of One Hundred Thousand Dollars (\$100,000.00) with surety satisfactory to the City conditioned on the full and faithful performance of all terms, covenants, and conditions of the Agreement. Affirmation by the Surety Company to execute said bonds must be executed by an Attorney-in-Fact for the surety company before a Notary Public licensed by the State of Missouri. The Payment and Performance Bonds shall comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of a one year renewable bond to meet the requirements of this Section. The Consultant shall notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bond or Payment Bond and if the Consultant's Performance Bond or Payment Bond is terminated, cancelled, not renewed or extended, the Consultant shall promptly provide the City with a replacement bond(s) in full compliance with this Section. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.

- B. A copy of the bonds, in a form acceptable to the City, must be given to the Manager for review and approval before the Consultant performs any work under the Agreement.
- C. Proposer shall submit with its Proposal a completed "Proposal to Bond Form" executed by the Proposer's Surety Company or a Proposal to Bond on the Surety Company's stationary (See **Attachment 5**, entitled, "Proposal to Bond Form").

23.0 ASSIGNMENT & SUBCONTRACTING

- A. Consultant will not assign or transfer the Agreement without the prior written approval of the City, as provided for in Ordinance 63687 approved in 1996. At least ninety (90) days prior to any contemplated assignment of the Agreement, Consultant shall submit a written request to the City. This request must include a copy of the proposed assignment agreement. The City reserves the right to refuse such request without cause or justification. No assignment will be made or will be effective unless Consultant is not in default on any of the terms, covenants, and conditions of the Agreement. The parties to the Agreement understand and agree that the Consultant is and will remain responsible for the performance of its assigns under the Agreement. No assignment will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.
- B. Consultant will not subcontract or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director of Airports and such approval may be withheld by the City without cause or justification. At least sixty (60) days prior to any contemplated subcontracting of service or work, or the transfer of any part of the services or work to be performed hereunder, Consultant shall submit a written request to the Director of Airports. This request must include a copy of the proposed subcontract or agreement. At a minimum, any subcontract or other agreement must require strict compliance with the terms, covenants, and conditions of the Agreement. The parties understand and agree that the Consultant is responsible for the performance of its subcontractors or agents under the Agreement. No subcontract or any other agreement will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement as provided for above.
- C. Any such assignment or transfer or subcontracting of services without the consent of the City, as provided for above, will constitute default on the part of the Consultant under the Agreement. No action or failure to act on the part of any officer, agent, or employee of the City will constitute a waiver by the City of this provision.
- D. Notwithstanding any other term or provision in the Agreement, the City may

assign the Agreement at its sole discretion by providing Notice to Consultant as described above.

24.0 MISSOURI UNAUTHORIZED ALIENS LAW

- A. Requirements: Proposers are hereby advised that the Agreement that will be executed with the successful Proposer pursuant to this RFP is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the “**Missouri Unauthorized Aliens Law**”). As a condition for the award of the Agreement, the successful Proposer, shall, pursuant to the applicable provisions of the Missouri Unauthorized Aliens Law, **by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the agreement. The successful Proposer shall also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement pursuant to the Missouri Unauthorized Aliens Law. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit B** entitled “Affidavit”. Each Proposer must submit the attached “Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration” with its Proposal (see attached **Exhibit A**, incorporated herein). Failure to submit this declaration with your Proposal will result in rejection of the Proposal. A successful Proposer’s failure to comply with the provisions of the Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of the Agreement by the City and other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties for violation of the Missouri Unauthorized Aliens Law as set forth therein. The successful Proposer shall promptly and timely deliver a fully executed original of the Affidavit (see **Exhibit B**) including required documentation in accordance with the Missouri Unauthorized Aliens Law, within twenty (20) days after notice to the successful Proposer of the award and prior to performing any work under the Agreement.
- B. Information regarding the Missouri Unauthorized Aliens Law is available on the Missouri Attorney General’s web site at <http://ago.mo.gov/faqs/unauthorized-alien-workers.htm>. Information regarding E-Verify can be found on U.S. Citizenship and Immigration Services’ web site at <https://everify.uscis.gov/enroll/>.

25.0 MEDIA INQUIRIES / ADVERTISING

- A. If contacted by any media entity or other third party (“**Media Entity**”) about the Agreement or the services or work performed by the Consultant under the Agreement (“**Airport Project**”), the Consultant will refer the Media Entity to the Airport’s Public Relations Manager. This includes, without limitation, trade publications.

- B. Consultant acknowledges and agrees that any printed articles, press releases, web articles, social media communications or case studies about an Airport Project must be approved in writing by the Airport's Public Relations Manager prior to being made public by the Consultant. Consultant will have no right to use the trademarks, symbols, logos, trade names or the name of the City or the Airport, either directly or indirectly, in connection with any production, promotional service, publication or advertising without the prior written consent of the Airport's Public Relations Manager.
- C. Consultant will treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Director, unless otherwise required by a court order or subpoena. Consultant will timely inform the City of any such order or subpoena prior to releasing said confidential information.
- D. Advertisements discussing an Airport Project must be approved by the Airport's Public Relations Manager in writing prior to publication or must include a prominent disclaimer that neither the City nor the Airport necessarily endorses the Consultant's work.
- E. Any quotes or testimonials from City or Airport staff may not be used unless pre-approved in writing by the Airport's Public Relations Manager.
- F. Photos taken by Consultant of Airport Projects must be pre-approved in writing by the Airport's Public Relations Manager. Consultant acknowledges and understands that some photos may contain security-sensitive information and publication may violate federal laws or regulations or Airport security rules or procedures.
- G. The Airport's Public Relations office must be given at least three (3) business days' notice to review request and materials. The Airport's Public Relations office coordinates media, web, postings, printed materials, advertisements and other public communication about Airport Projects. Public Relations main number is: 314-426-8125.

26.0 CUSTOMER SERVICE

Consultant, on behalf of itself and all subcontractors, acknowledges that customer service to the traveling public is a primary concern for the City and that customer service is the shared responsibility of all employees at the Airport, no matter their role or function. Consultant agrees that all employees performing service pursuant to the Agreement shall:

- A. Demonstrate excellent customer service at all times to every user of the Airport, as applicable.

- B. Act in a courteous and helpful manner at all times with travelers, fellow employees, and all other users of the Airport.
- C. Behave in a businesslike and professional manner while on Airport property.
- D. Refrain from using foul or inappropriate language in public areas; smile and use a pleasant tone of voice when conversing with travelers and all other Airport users; be actively working while on duty.

27.0 LIVING WAGE

- A. Living Wage Requirements: Proposers are hereby advised that the City's Living Wage Ordinance 65597 ("**Ordinance**") and associated "**Regulations**" may apply to the service for which proposals are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the successful Proposer and the City must be paid a minimum of the applicable Living Wage rates set forth in the attached Living Wage Bulletin (see **Exhibit C**, attached and incorporated herein), and, if the rates are adjusted during the term of the Agreement pursuant to the Ordinance, applicable rates after such adjustment is made. Each Proposer must submit the attached "**Living Wage Acknowledgment and Acceptance Declaration**" with its Proposal which is attached hereto as **Exhibit D** and incorporated herein (See Proposer's Checklist). Failure to submit this declaration with the proposal will result in rejection of the Proposal. A successful Proposer's failure to comply with contract Provisions related to the Living Wage Ordinance may result in termination of the contract and the imposition of additional penalties as set forth in the Ordinance and Regulations.

Copies of the Ordinance and Regulations are available upon request from the Living Wage Compliance Officer, reachable by phone at 314-426-8111, or can be accessed online at <https://www.stlouis-mo.gov/government/city-laws/ordinances/ordinance.cfm?ord=65597>

A copy of the Living Wage Bulletin now in effect is attached.

- B. Living Wage Compliance Provisions: The Agreement to be awarded under the RFP may be subject to the St. Louis Living Wage Ordinance Number 65597 ("**Ordinance**") and the "**Regulations**" associated therewith as may be amended from time to time, which are incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Consultant hereby agrees to comply with these measures:
 - 1. Minimum Compensation: Consultant hereby agrees to pay an initial hourly wage to each employee performing services related to the Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin

(See **Exhibit C**, attached and incorporated herein). The initial rate shall be adjusted each year no later than April 1, and Consultant hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living Wage Bulletin is issued.

2. Notification: Consultant shall provide the Living Wage Bulletin to all employees together with a “Notice of Coverage”, in English, Spanish, and other languages spoken by a significant number of the Consultant’s employees within thirty (30) days of contract execution for existing employees and within thirty (30) days of employment for new employees.
3. Posting: Consultant shall post the Living Wage Bulletin, together with a “Notice of Coverage”, in English, Spanish, and other languages spoken by a significant number of the Consultant’s employees, in a prominent place in a communal area of each worksite covered by the Agreement.
4. Subcontractors – Consultant hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Consultant shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.
5. Term of Compliance – Consultant hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to the Agreement is being performed by Consultant’s employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.
6. Reporting: Consultant shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. Penalties: Consultant acknowledges and agrees that failure to comply with any provision of the Ordinance or Regulations may result in penalties specified in the Ordinance and Regulations, which penalties may include, without limitation, suspension or termination of the Agreement, forfeiture and/or repayment of City funds, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.

28.0. CIVIL RIGHTS GENERAL PROVISIONS

- A. The Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

- B. The provisions bind the Consultant and sub-tier contractors from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

29.0. CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS

- A. During the performance of the Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows:
1. **Compliance with Regulations:** The Consultant (herein after includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of the Agreement.
 2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
 4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with this Section, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the Agreement until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

B. During the performance of the Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (also see, 49 CFR part 27 and 28 CFR part 35 and 36);
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); or

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

30.0. FEDERAL FAIR LABOR STANDARDS ACT PROVISION

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Sect. 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- B. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

31.0. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All Contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Section 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

32.0. SEISMIC SAFETY

When applicable, the Consultant agrees to ensure that all work performed under the Agreement, including work performed by its subcontractor(s), conforms to a building code standard that provides a level of seismic safety and substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (“NEHRP”). Local building codes that model their code after the current version of the International Building Code meet the NEHRP equivalency level for seismic safety.

33.0. DISTRACTED DRIVING

The City encourages the Contactor to promote policies and initiatives for its employees and other work personnel that decreases the crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work

activities associated with the Agreement. The Consultant must include the substance of this section in all subcontracts that involve driving a motor vehicle in performance of the work associated with the Agreement.

34.0. CLEAN AIR AND WATER POLLUTION CONTROL

Consultant agrees to comply with all applicable standards, Executive Orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec. 740-7671q) and the Federal Water Pollution Act as amended (33 U.S.C. Sec. 1251-1387). The Consultant agrees to report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency and the Federal Aviation Administration.

35.0 PRE-PROPOSAL MEETING

A pre-proposal meeting will be held via Zoom on February 2, 2022 at 10:30 A.M. **Participation in the Pre-Proposal Meeting is voluntary, but highly recommended.** If you have questions regarding the meeting or wish to participate, please contact the Airport Properties Division via email at bnbryant@flystl.com. The dial in number for the Zoom is:

Join from PC, Mac, Linux, iOS or Android:

<https://flystl.zoom.us/j/87044034507?pwd=OUlhZjVtVmRiK2ppMHZRZlpiM05hUT09>

Password: 756128

Or Telephone:

Dial:

USA 602 333 0032

USA 8882709936 (US Toll Free)

Conference code: 209862

Find local AT&T Numbers:

<https://www.teleconference.att.com/servlet/glbAccess?process=1&accessNumber=8882709936&accessCode=209862>

36.0 FACILITIES PROVIDED BY THE AIRPORT

- A. City, subject to and in accordance with the Provisions of the Agreement, shall provide the right of ingress and egress to all areas herein specified in order for the Consultant to perform the work and services contemplated herein.
- B. City shall provide adequate parking for the Consultant's employees.

37.0 PRECAUTIONARY MEASURES

- A. Consultant will exercise every precaution to prevent injury to persons, damage to property, and inconvenience to the City's travelers, licensees, invitees, airlines operating at the Airport, and other users of the Airport. Consultant will place watchmen, erect barricades and railings, give warnings, display lights, signals, or signs and exercise precautions against fire, or electrocution, and take other precautions as may be necessary, proper, and desirable.
- B. Consultant shall comply with Social Distancing guidelines in effect at such time that are recommended by the CDC in coordination with the Airport Representative.
- C. Any job related task where social distancing is impractical shall be completed with the appropriate level of PPE.
- D. Contractor shall be responsible for developing and implementing plans and procedures to prevent and mitigate the spread of COVID-19 or any other infectious disease within their work area to the maximum extent practical, with approval from the Airport Representative.

38.0 BADGING

- A. *All* Consultant employees performing work under the Agreement *must* be issued, and *must* maintain, an Airport ID Badge issued by Airport Security Operations. The Airport will not escort Consultant or subcontractor employees.
- B. The Consultant will comply with all applicable federal, state and local governmental laws and regulations and Airport rules and regulations as amended.
- C. The Consultant at its cost will supply to and update as needed for the Airport Security Operations Division, a list of the Consultant's employees to be issued an Airport ID Badge.
- D. The Consultant will, when directed by the Airport Representative, schedule its employees to be issued an Airport ID Badge and fingerprinted for a criminal history check by Airport Badging Office. The Consultant will maintain at all times adequate control of said identification badges. All employees issued identification badges will be required to attend the Security Identification Display Area (SIDA) class, and any other security or ID Badge-related training class required by the Airport.

- E. The Consultant will bear the cost of providing new and/or renewal badge for the Consultant's employees working under the Agreement. The cost for initial badging is \$85.00 per employee. This fee includes the cost of the badge, fingerprinting, mandatory Security Threat Assessment, and the SIDA class. Badges must be renewed every 12 months at a cost of \$35.00 per badge. The cost for status change, lost, stolen, or damaged identification badges and any associated training will be the sole responsibility of the Consultant. The replacement cost for a lost badge is \$75.00 for the first badge, \$100.00 for the second badge, and \$175.00 for a third badge. No fourth badge will be issued. Rates for Airport ID Badges are subject to change during the term of the Agreement.
- F. Upon expiration or termination of Agreement or discontinuance of employment of any of the Consultant or subcontractor employees working under the Agreement, all Airport-issued keys and ID Badges shall be immediately surrendered to the Airport Representative or Airport Security Operations.
- G. The Consultant will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1542 as amended. Any and all violations by the Consultant or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Consultant, or its officers, employees, agents, or representatives, will be the responsibility of the Consultant. The City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City.

39.0 ANTI-DISCRIMINATION AGAINST ISRAEL ACT REQUIREMENT

- A. Proposers are advised that the Agreement executed with the successful Proposer pursuant to this RFP is subject to Section 34.600 of the Revised Statutes of Missouri 2000, as amended (the "**Anti-Discrimination Against Israel Act**"). As a condition for the award of the Agreement the successful Proposer will, **by sworn affidavit**, affirm it is not currently engaged in and shall not, for the duration of the Agreement, 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 with the State of Israel.
- B. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit F** entitled "Affidavit". (See Proposer's Checklist Item 21.) Each Proposer must submit the attached "Anti-Discrimination Against Israel Act Acknowledgment & Acceptance Declaration" with its Proposal (see attached **Exhibit E**, incorporated herein and Proposer's Checklist Item 20.) Failure to submit this declaration with the Proposal will result in rejection of the Proposal. A successful Proposer's failure to comply with the Provisions of the Agreement related to the Anti-Discrimination Against Israel Act may result in the

termination of the Agreement by the City and other remedies available to the City at law or inequity. Proposer will deliver a fully executed original of the Affidavit (see **Exhibit F**), within twenty (20) days after notice to the successful Proposer of the award and prior to performing any work under the Agreement unless the Anti-Discrimination Against Israel Act does not apply to the award of the Agreement. The Ant-Discrimination Against Israel Act does not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to Contractors with fewer than ten (10) employees.

PROPOSER'S CHECKLIST

IMPORTANT NOTE

Please review the enclosed Proposer's checklist VERY carefully. ALL Proposers MUST SUBMIT EACH AND EVERY DOCUMENT LISTED ON THE CHECKLIST.

Note to certified M/WBEs: If M/WBE participation is included, you MUST complete, sign and submit the Utilization Plan and Good Faith Effort Forms. Please include your company as one of the participants on the M/WBE Utilization Plan along with your chosen M/WBE subcontractors, if any. (See Section 17 of this RFP.)

ONLY certified M/WBEs (as noted in the document) may be counted towards participation goals. Read the related solicitation specification carefully. (See Section 17 of this RFP.)

Any and all questions about the M/WBE Program and which companies are and are not certified may be answered by the Airport Business Diversity Development at (314) 426-8111. Additional information and fillable PDF versions of Attachments 2, 3, and 4 are available at <http://www.flystl.com/bdd>.

1. **Statement of Qualifications**
See Sections 7.A through 7.M & 19.A
2. **Resumes of key managers**
See Sections 7.D & 19.B
3. **List of References**
See Sections 7.0(2) & 19.C
4. **Financial Statements**
See Sections 7.J & 19.D
5. **Certificate of Insurance**
See Sections 19.H & 21
6. **Cost Proposal Summary – Consultant & Subcontractors**
See Sections 6, 7.I & 19.K
7. **Completed Authorized Submission Form**
See Section 19.E & Attachment 1
8. **Completed M/WBE Utilization Plan**
See Section 19.F & Attachment 2

9. **Completed Good Faith Efforts Documentation Forms**
See Section 19.G & Attachment 3
10. **Proposal To Bond Form/Proposal To Bond on Surety Company Letterhead**
See Sections 19.I, 22, & Attachment 5
11. **Living Wage Acknowledgement and Acceptance Declaration**
See Sections 19.Q and 27, Exhibit C
12. **Notice of Intent To Perform As A Subcontractor/Material Supplier**
See Sections 17, 19.O, & Attachment 4
13. **Missouri Unauthorized Aliens Law Acknowledgement & Acceptance Declaration**
See Sections 19.J & 24; Exhibit A
14. **Missouri Unauthorized Aliens Law Affidavit**
See Sections 19.J & 24; Exhibit B
15. **Licenses & State of Missouri Certificate of Good Standing**
See Sections 7.K & 19.L
16. **List of subcontractors**
To be included in the Statement of Qualifications (See Sections 7.E, 7.F, 19.M, & 23.0)
17. **List of owners, directors, and officers**
See Sections 7.E & 19.N
18. **Location of principle office**
See Sections 7.H & 19.P
19. **Synopsis of Terminations & Disbarments**
See Sections 7.M & 19.S
20. **Anti-Discrimination Against Israel Acknowledgement & Declaration**
See Sections 19.T and 39
21. **Anti-Discrimination Against Israel Affidavit**
See Sections 19.T and 39

Attachment 1
Authorized Submission Form

AUTHORIZED SUBMISSION FORM

The undersigned, in submitting this Proposal, represents that he/she is authorized to obligate his/her firm and that the firm is not currently in arrears or default to the City upon any debt or contract and is not a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract within the last three years with the City.

Submitted by:

(Firm Name)

By:

(Signature)

(Typed or Printed Name)

(Title)

(Date)

Address: _____

Telephone: () _____

Federal ID Number _____

Attachment 2

M/WBE Utilization Plan

Proposers, please see the pdf entitled “Solicitation Fillable Forms” located on the Airport website for the form in this attachment.”

Attachment 3

M/WBE Good Faith Efforts Forms

Proposers, please see the pdf entitled “Solicitation Fillable Forms” located on the Airport website for the form in this attachment.”

Attachment 4

Notice of Intent to Perform as a Subcontractor and/or Material Supplier

Proposers, please see the pdf entitled “Solicitation Fillable Forms” located on the Airport website for the form in this attachment.”

Attachment 5

Proposal to Bond Form

PROPOSAL TO BOND FORM

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

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

Signature _____

Title _____

Date _____

PLEASE NOTE: The Proposal to Bond Form must be completed and Executed by the Proposer's Surety Company and submitted with the Proposer's proposal package, unless a Proposal to Bond on the Proposer's Surety Company letterhead as provided instead.

Exhibit A

**Missouri Unauthorized Aliens Law
Acknowledgment & Acceptance Declaration**

**MISSOURI UNAUTHORIZED ALIENS LAW
ACKNOWLEDGMENT & ACCEPTANCE DECLARATION**

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: _____

Proposer's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Proposer, I hereby acknowledge that the Proposer understands that the contract or agreement that will be executed with a successful Proposer pursuant to this solicitation is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the "Missouri Unauthorized Aliens Law"). If awarded a contract pursuant to this solicitation, the Proposer hereby agrees to comply with all applicable sections of the Missouri Unauthorized Aliens Law including, without limitation, Section 285.530(2) & (5) of RSMo. 2000, as amended. I am authorized to make the above representations on behalf of the Proposer.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

Exhibit B

**Affidavit
(Missouri Unauthorized Aliens Law)**

STATE OF _____)
) SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ (**Name of Affiant**) who, by me being duly sworn, deposed as follows:

My name is _____ (**Name of Affiant**), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (**Position/Title**) of _____ (**Consultant**).

I have the legal authority to make the following assertions:

1. _____ (**Consultant**) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with _____ (the "**Agreement**"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, _____ (**Consultant**) does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires:

Exhibit C

Living Wage Adjustment Bulletin

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2021

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance ("Ordinance") and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$13.73** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$18.27** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$4.54** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of APRIL 1,. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.flystl.com/bdd> or obtained from:

City Compliance Official
c/o St. Louis Airport Authority
St. Louis, Missouri
(314) 426-8111

Exhibit D
Living Wage Acknowledgement & Acceptance Declaration

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

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Proposer's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Bidder or Proponent, I hereby acknowledge that the Bidder/Proponent understands that the contract or agreement that will be executed with a successful Bidder/ Proponent pursuant to this solicitation is subject to the St. Louis Living Wage Ordinance and the Regulations associated therewith. The Bidder/Proponent hereby agrees to comply with the Ordinance and the associated Regulations if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the Bidder or Proponent.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

Exhibit E

Anti-Discrimination Against Israel Act Acknowledgement & Acceptance Declaration

**ANTI-DISCRIMINATION AGAINST ISRAEL ACT
ACKNOWLEDGMENT & ACCEPTANCE DECLARATION**

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Bidder/Proposer's (Company) Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Bidder/Proposer, I hereby acknowledge that the Bidder/Proposer understands that the contract or agreement that will be executed with a successful Bidder/Proposer pursuant to this solicitation is subject to Section 34.600 of the Revised Statutes of Missouri 2000, as amended (the "**Anti-Discrimination Against Israel Act**"). If awarded a contract pursuant to this solicitation, the Bidder/Proposer hereby agrees to comply, if applicable, with the Anti-Discrimination Against Israel Act. I am authorized to make the above representations on behalf of the Bidder/Proposer.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Exhibit F

Anti-Discrimination Against Israel Act Affidavit

STATE OF _____)
) SS
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT
(Effective 8-28-2020) (Contracts in excess of \$100,000.00/Companies 10 employees or more)

Before me, the undersigned Notary Public, personally appeared

_____ (Name)

who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of
making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (Position/Title) of

_____ (Company) of

St. Louis.

I have the legal authority to make the following assertion:

Pursuant to RSMo. § 34.600, _____ (Company) of St.
Louis 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.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this

_____ day of _____, 20____.

Notary Public

My Commission Expires:

Appendix A

REQUIRED FTE STAFFING & Cost Proposal Summary

REQUIRED FTE STAFFING

POSITIONS

POSITIONS	FTE*		Annual Hours		BILLED RATE PER HOUR		ANNUAL COST	CONSULTANT'S WAGES
					Estimates Hourly Rates			TO THEIR EMPLOYEES
Manager	1	2080	2080	X	\$ _____	=	\$ _____	\$ _____
Supervisor	4.2	2080	8736	X	\$ _____	=	\$ _____	\$ _____
Lead Traffic Control Officer	5.6	2080	11648	X	\$ _____	=	\$ _____	\$ _____
Traffic Control Officers	19.6	2080	40768	X	\$ _____	=	\$ _____	\$ _____
Peak Hour Traffic Control	1.4	2080	2912					
	31.8		66144			YR1	\$ _____	
YEAR 2								
POSITIONS	FTE		Annual Hours		BILLED RATE PER HOUR		ANNUAL COST	
					Estimates Hourly Rates			
Manager	1	2080	2080	X	\$ _____	=	\$ _____	\$ _____
Supervisor	4.2	2080	8736	X	\$ _____	=	\$ _____	\$ _____
Lead Traffic Control Officer	5.6	2080	11648	X	\$ _____	=	\$ _____	\$ _____
Traffic Control Officers	23.8	2080	49504	X	\$ _____	=	\$ _____	\$ _____
Peak Hour Traffic Control	1.4	2080	2912					
	36		74880			YR2	\$ _____	
YEAR 3								
POSITIONS	FTE		Annual Hours		BILLED RATE PER HOUR		ANNUAL COST	
					Estimates Hourly Rates			
Manager	1	2080	2080	X	\$ _____	=	\$ _____	\$ _____
Supervisor	4.2	2080	8736	X	\$ _____	=	\$ _____	\$ _____
Lead Traffic Control Officer	5.6	2080	11648	X	\$ _____	=	\$ _____	\$ _____
Traffic Control Officers	28	2080	58240	X	\$ _____	=	\$ _____	\$ _____
Peak Hour Traffic Control	1.4	2080	2912					
	40.2		83616			YR3	\$ _____	
TOTAL YEAR 1, YEAR 2 & YEAR 3 COMBINED							\$ _____	