

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

**SOLICITATION FOR BID FOR  
FUEL SYSTEMS MAINTENANCE SERVICES**

**BID INFORMATION**

Solicitation: Fuel Systems Maintenance Services

The Airport is requesting bids from qualified bidders to perform the above services.

Pre-Bid Meeting: January 25, 2022, 11 am (Zoom)

RSVP to Briana Bryant, [BNBryant@flystl.com](mailto:BNBryant@flystl.com)

Questions Due: On or before January 26, 2022

Bid Due Date: February 22, 2022, 2:00pm

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



January 14, 2022

**PROSPECTIVE BIDDERS:**

Attached is the Solicitation for Bids for **Fuel Systems Maintenance Services** at St. Louis Lambert International Airport. Sealed bids will be received at the **St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Drive, MTN 2501, St. Louis, Missouri 63145** until **2:00 p.m. on February 22, 2022**, at which time they will be publicly opened and read. Bids will be opened in the Airport Properties Conference Room (Room Number MTN 2450) at the above address.

Bids must be submitted on the included APPENDIX "C." Bids, which may be submitted via electronic email or regular mail service, should be submitted in strict accordance with instructions given in Appendix A, Section 32 of the SFB. If the bids are mailed via regular mail, one copy must be presented in a sealed envelope addressed to the Airport Contract Supervisor at the address provided above, with the words "**Bid For Fuel Systems Maintenance Services**" clearly written across the left hand face of the envelope.

**Any conditioned bid, any bid with erasures, alterations, or alternatives, or any bid not accompanied by all of the items identified on the enclosed Bidder's Checklist may be rejected. The City of St. Louis reserves the right to reject any or all bids, to cancel this Solicitation For Bids, to advertise for new bids, or to do any combination of the above.**

A Pre-Bid Meeting will be conducted on January 25, 2022 at 11:00 a.m. local time via Zoom. Pre-Bid Meeting participation is mandatory. Please see Appendix A, Section 31 of the SFB for more information.

The successful bidder(s) will be determined on the basis of the lowest and best bid submitted on APPENDIX "C" along with the bidders' ability to comply with Appendix A, Technical Specifications, and Appendix "B," General Specifications.

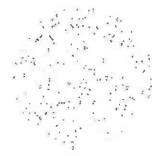
It is the policy of the City of St. Louis Airport Authority to provide disadvantaged, minority and women owned businesses the maximum opportunity to participate in contracting opportunities at St. Louis Lambert International Airport. All inquiries regarding this solicitation are to be made in writing on or before **January 26, 2022** and should be addressed to Briana Bryant, Contract Compliance Officer.

**In addition to the above, Bidders 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. Bidders should pay particular attention to the explanation and all of the new requirements and forms. Any questions by Bidders concerning the MBE/WBE requirements should be addressed to the Airport Business Diversity Development Office at [BDD Compliance Team@flystl.com](mailto:BDDComplianceTeam@flystl.com) with a copy to the undersigned at [bnbryant@flystl.com](mailto: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

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***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](http://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:**

<b>Eligible Groups</b>	<b>Percentage</b>
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

<b>Bid Incentive for Construction, Goods and Other Services</b>	<b>Contract Type</b>	<b>Eligible Groups</b>
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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MBE / WBE GOOD FAITH EFFORTS PRESENTATION

**CITY OF ST. LOUIS  
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

**APPENDIX "A"**

**TECHNICAL SPECIFICATIONS  
(FUEL SYSTEMS MAINTENANCE SERVICES)**

**1. DEFINITIONS**

The following terms and definitions are used in this solicitation:

- A. **"Agreement"** means the contract that the City intends to award to the Successful Bidder under this SFB, executed between the City of St. Louis and the Contractor for Fuel Systems Maintenance Services.
- B. **"Airport"** means the property owned by The City at St. Louis Lambert International Airport.
- C. **"Airport Representative"** means the Airport Fleet Maintenance Manager or their authorized or designated representative.
- D. **"Airport Rules and Regulations"** means those lawful and not unjustly discriminatory rules and regulations, including ordinances and operating directives, promulgated by the Airport Director, the Airport Commission, or the City from time to time for the orderly administration or operation of the Airport.
- E. **"Bid"** means the Bid as defined in **Appendix A, Section 2.A** of this SFB.
- F. **"Bidder"** means a person or entity submitting a Bid under this SFB as more fully described in **Appendix A, Section 2.B** of this SFB.
- G. **"City"** means The City of St. Louis, owner and operator of St. Louis Lambert International Airport.
- H. **"Commencement Date"** means the date the term of the Agreement begins, which is July 1, 2022 as provided for in **Appendix A, Section 7**.
- I. **"Contractor"** means the Successful Bidder.
- J. **"Contract Year"** 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.

- K. **"days"** means consecutive calendar days unless otherwise expressly stated.
- L. **"Director"** means the Director of Airports of the City of St. Louis or their authorized representatives or designated representative.
- M. **"Expiration Date"** means the date the term of the Agreement ends, which is June 30, 2024 as provided for in **Appendix A, Section 7**.
- N. **"Extras"** means additional service work or modifications, additions, or extras ordered in writing by the Director, as more fully described in **Appendix A, Section 6** entitled **"Extra Work."**
- O. **"Holiday"** means New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- P. **"Provision"** means the terms, covenants, conditions, warranties, or provisions of the Agreement.
- Q. **"Solicitation For Bid"** or **"SFB"** means this request for bids.
- R. **"Successful Bidder"** means a responsive and qualified Bidder submitting the lowest and best bid in accordance with the Provisions of this SFB.
- S. **"UST"** means Underground Storage Tank

## 2. SOLICITATION

### A. Bid Award

The Contractor will be selected on the basis of the lowest and best Bid submitted on Appendix C along with the Bidder's qualifications and ability to comply with the Appendix A, Technical Specifications and Appendix B, General Specifications (collectively referred to as the **"Bid"**). The award of a contract to the Contractor as well as the Provisions of the contract to be awarded, must be approved by the City's Airport Commission and its Board of Estimate and Apportionment. The City reserves the right to award the Agreement to a qualified and responsive Bidder that submits the lowest and best Bid as determined by the City in its sole discretion. If applicable, a five percent (5%) Bid discount shall be applied to prime African American, Hispanic American, Asian American, Native American, and Women-Owned Business Enterprise Bidders. This discount is applicable during the evaluation process for prime construction, goods, and other service contracts in the amount of \$300,000 or less. Such discount shall lower the eligible M/WBE's Bid, but shall not reduce the contract award amount.

B. Disqualifications

If a bidder ("**Bidder**") submits more than one Bid under the same or different names, the City will not consider any of that Bidder's Bids. Bids will be rejected if there is reason to believe collusion exists among Bidders, and no participant in such collusion will be considered in future bids for providing the Fuel Systems Maintenance Services.

C. Rights Reserved by City

1. The City reserves the right to thoroughly investigate the financial status, experience, qualifications, competence, reputation, and record of the Bidder, and the City reserves the right to reject any or all bids.
2. The City reserves the right to reject any Bid if, in the City's sole opinion:
  - a. Bidder does not have the minimum qualifications as stated below, (see Appendix A, Section 3), including the necessary experience, the financial capacity or the ability to perform the scope of work;
3. The City reserves the right to disqualify any Bidder and reject any Bid that is not, in the City's sole judgment:
  - a. competent, experienced, or qualified to perform the work or service; or
  - b. not in the City's best interest.
4. The City reserves the right to reject any Bid if the Bid:
  - a. is a conditioned Bid;
  - b. contains erasures, alterations, or alternatives;
  - c. is not accompanied by all the items identified on the Bidder's Checklist;
  - d. is submitted without the required or requested Bid information; or

- e. is not in compliance with the procedural requirements for submitting a Bid as set out in the cover letter to this Solicitation for Bids (“SFB”);
  - 5. The City reserves the right in its sole discretion to reject any Bid from any Bidder that:
    - a. 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 obligation to the City within the last three (3) years; or
    - b. has failed in the City’s sole determination and discretion to properly, adequately, or faithfully perform any previous contract within the last three (3) years with the City.
  - 6. The City reserves the right in its sole discretion to reject any Bid from any Bidder that is currently involved in litigation with the City regarding any previous contract obligations.
  - 7. The City reserves the right to perform one, all, or any combination of the following:
    - a. Reject any or all Bids;
    - b. Advertise for new Bids;
    - c. Cancel this SFB.
  - 8. The City, in its sole determination reserves the right to:
    - a. Waive minor irregularities and formalities;
    - b. Establish a "cure" period, if a Bidder or Bidders have not submitted the required Bid information for the purpose of obtaining complete Bid submittals and correcting other defects in a Bid.
  - 9. This list of the City’s rights is not all inclusive.
- D. Bidders Responsible For Bid

1. The Bidder will carefully examine this SFB (including any attachments, addenda) and the premises of the Airport, and will judge for itself all circumstances and conditions affecting the Bidder's Bid.
2. All information or data in this SFB and any subsequent addenda is to be used by the Bidder at its sole risk, and the City does not accept any responsibility or liability in any fashion for its use in structuring a Bid by any Bidder in a response to this SFB.

E. Forfeiture

1. If a Successful Bidder refuses or neglects to timely execute the Agreement with the City or fails to furnish the required insurance certificates and endorsements, bonds, affidavits, or other required or requested documents or information within twenty (20) days after notice of the award, the Bid Bond submitted (if any) with the Bid will be forfeited by the Bidder and retained by the City as liquidated damages. No pleas by a Bidder of error or mistake in its Bid or change in circumstances will be available to the Bidder as a basis for the recovery of its deposit.
2. The City, in its sole discretion, may select the next lowest and best Bidder as determined by the City, who will be subject to the same procedures and timetables as provided for in this Section 2.E. If the second lowest and best Bidder also refuses or neglects to timely execute the Agreement or fails to furnish the required insurance certificates and endorsements, bonds, affidavits, or other required or requested documents or information, then the next lowest and best Bidder, if selected, will be subject to the foregoing Provisions, and so on, as determined by the City.

F. Not A Contract

This SFB is not a contract or a commitment of any kind by the City or the Airport. Nor does it commit the City to pay for any costs incurred by the Bidder in the submission of its Bid or any cost incurred prior to the approval and execution of a formal contract with the City. The award of the Agreement to the Contractor under this SFB as well as the Provisions of the Agreement to be awarded must be approved by the City's Airport Commission and its Board of Estimate and Apportionment.

- G. 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 bidders that it will affirmatively ensure that disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color,

sex, disability, or national origin in consideration for any award or contract entered into pursuant to this advertisement.

### 3. QUALIFICATIONS

All Bidders, at a minimum, must meet the following qualifications:

- A. Bidder must have a minimum of five (5) years of experience, within the last seven (7) years, in providing Fuel Systems Maintenance Services, including computerized dispensing of fuel products, CNG compression stations, and gasoline and diesel underground storage tanks ("UST"). The Bidder, and the Bidder's subcontractor(s) that perform any of the scope of work, must possess the experience listed above for that section of the scope of work they are designated to perform, so that Bidders have the commensurate experience of the nature of work described in Appendix A, Section 5, entitled "Scope of Work," and must currently be providing similar work. Bidder shall provide, as a part of its Bid, a written synopsis which illustrates that the Bidder and the Bidder's selected subcontractors have the required qualifications and experience performing the Fuel Systems Maintenance Services in the manner described in this SFB. (See **Bidder's Checklist, Item 9**).
- B. Bidder must have the financial capability to perform the "Scope of Work" as described in **Appendix A, Section 5** of this SFB and must submit the last two (2) years' financial statements, prepared in accordance with generally accepted accounting principles, including an independent CPA's statement attached, if said CPA's statement is available. Examples of acceptable financial statements include: Balance Sheets, Statement of Changes in Financial Position, and Income Statements, as well as all accompanying footnotes. (See **Bidder's Checklist, Item 8**)
- C. Bidder and all proposed subcontractors must be licensed to do business in the State of Missouri when the Agreement is executed and must submit a current Certificate of Good Standing from the Missouri Secretary of State, if applicable. The Bidder and all proposed subcontractors must also submit proof of registration with the Missouri Secretary of State. (See **Bidder's Checklist, Item 10**)
- D. Bidder must submit, at a minimum, three (3) business references, including contact name, telephone number, mailing address, and email address. These references must be from customers to whom the Bidder has provided Fuel Systems Maintenance Services of the same nature and type described in this SFB. (See **Bidder's Checklist, Item 7**)
- E. Bidder must submit, as part of its Bid, a written synopsis which fully discloses and explains either of the following events occurring in the last three (3) years:

1. Any termination for cause of an Fuel Systems Maintenance Services contract in which the Bidder or the Bidder's affiliates, are or were a party to; and
  2. Any debarment proceedings recommended or initiated, or debarment decisions against the Bidder or the Bidder's respective directors, officers or employees, including their respective affiliates.
- F. Bidder must include as part of its Bid copies of any termination notices, debarment notices, complaints, or reports, findings of fact or law, rulings or decisions of debarment. (See **Appendix A, Section 2.C** and **Bidder's Checklist, Item 16**)
- G. For purposes of Appendix A, Section 3.E, an "**affiliate(s)**" means a person or entity that directly or indirectly through one or more intermediates, controls, is controlled by, or is under common control with, the Bidder.
- H. The City will not enter into an Agreement with any Bidder who is found to be delinquent on City of St. Louis Earnings Taxes or is unable to procure a City of St. Louis Business License, if such license is applicable.

#### 4. INVESTIGATION OF CONDITIONS

- A. The Bidder should:
1. Investigate all conditions for the required work;
  2. Carefully read the specifications; and
  3. Inform itself fully of the conditions under which the work is to be performed.

The City will not provide additional compensation to a Bidder who has failed to investigate the conditions carefully, read the specifications, or fully inform itself of items prior to submitting a Bid or for a change in the Bidder's circumstances.

- B. The submission of a Bid means that the Bidder has made such examinations and investigations, and agrees to fulfill all requirements of the Agreement in full accordance with the Provisions of the Agreement and the specifications, and that the Bidder is entirely familiar with and thoroughly understands all such requirements.



## **5. SCOPE OF WORK**

The Contractor shall perform the following work or services subject to and in accordance with the Provisions of the Agreement and at the discretion of the Airport Representative. The Contractor shall supply all supervision, labor, and tools to perform maintenance, inspections and to ensure that all: Gasoline, Diesel, Compressed Natural Gas Fueling Systems, including Underground Tank Monitoring System, Above Ground Tank Monitoring Systems, Computerized Dispenser, storage tanks, lines, and filters are operational and capacity functioning properly.

The Contractor, subject to the provisions of this Agreement, shall provide Emergency Maintenance Response to the systems covered in the scope of work 24-hours-a-day, 7-days-a-week, including weekends and Holidays.

For each system requiring scheduled maintenance, the Airport has listed a frequency of expected service in the tables below (See Appendix A, Section 5.E, Table A and B).

All Maintenance, cleaning, and Emergency Maintenance Response work must be conducted in accordance with federal, state, and local regulations and manufacturer's specifications.

The Contractor will invoice the Airport at the rates provided for in Appendix "C".

### **A. Tank Types and Locations**

- Gasoline UST at Airfield Maintenance Area (near Navaid Rd and Saint Andrews Ln) – one (1) -5000 Gallon UST two (2) dispensers
- CNG compression Station with storage tanks and two (2) dispensers at Airfield Maintenance Area (near Navaid Rd and Saint Andrews Ln)
- East Climate - Three (3) - 30,000 gallon fuel oil USTs.
- West Climate – Three (3) - 20,000 gallon fuel oil USTs.

### **B. Gasoline Dispensers, Diesel Dispensers, and Piping Inspections and Maintenance**

Yearly inspections ("Yearly Inspections") for the gasoline and diesel systems shall be performed by the Contractor on each piece of equipment and documented accordingly. The Contractor shall submit a written report of all equipment and related systems, including any corrective actions performed.

Yearly Inspection for the Gasoline and Diesel System consists of the following:

- Inspect pumps for proper flow;
- Inspect nozzles for proper flow and automatic shut off;

- Inspect dispenser motors and drive belts-replace belts as required;
- Inspect emergency shut off for proper operation;
- Inspect all piping and sumps;
- Report any pieces of equipment or parts that are out of the manufacturer's recommended tolerances or specifications;
- Any other items associated with inspection of this dispensing system;
- Provide a written report of inspections and corrective actions required or performed.
- Gasoline, Diesel, and CNG tanks are monitored by a Veeder Root system and dispense fuel through a Phoenix fuel tracking system

### **C. Compressed Natural Gas System**

The Contractor must perform yearly inspections for the Compressed Natural Gas System on each piece of equipment. The Contractor shall submit a written report of all equipment and related systems, including any corrective actions performed on the Compressed Natural Gas System.

Yearly Inspection for the Compressed Natural Gas System consists of the following:

- Power wash compressors and all related areas;
- Inspect for oil and gas leaks;
- Check the Sulzar and Ingersol Rand Compressors for proper operation;
- Record pressures and temperatures;
- Check all controls and emergency shut down for proper operation;
- Re-torque compressor cylinder heads;
- Check and inspect drive belts;
- Perform any required adjustments;
- Change crankcase oils and oil filters in all compressors and associated piping;
- Drain and inspect all oil lines;
- Replace discharge pressure oil separator elements;
- Check dispenser for proper operation;
- Complete all necessary reports and any recommendations;
- Report any pieces of equipment or parts that are out of manufacturer's recommended tolerances or specifications; and
- Any other items associated with a certified inspection of this specific system.
- The Contractor shall provide a written report of inspections and corrective actions performed or required.

### **D. Skybitz Monitoring Systems (non-bid item)**

Airport Authority Personnel may request maintenance of additional items, utilizing the Emergency Maintenance Response. There are approximately 29 tank monitoring units throughout the Airport, and any Maintenance performed for Skybitz equipment will be charged utilizing the Emergency Maintenance Response section in Appendix C. Examples of additional requested maintenance include:

- Inspect and calibrate fuel level sensors
- Battery Replacement
- Communications issues
- Replacement of defective monitor(s)
- See Section G for any parts replacement needed for the Skybitz monitoring system

**E. Tank Testing as mandated by the E.P.A (Environmental Protection Agency) and Missouri Department of Natural Resources (MDNR).**

*Table A*

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Compliance Tasks for USTs</b>	<b>AFM One (1) - 5,000 gallon gasoline UST</b>	<b>East Climate: Three (3) - 30,000 gallon fuel oil USTs</b>	<b>West Climate: Three (3) - 20,000 gallon fuel oil USTs</b>
1. Spill Bucket hydrostatic testing	Year 2 of Contract	Year 1 of Contract	Year 3 of Contract
2. Overfill Prevention Equipment testing	Year 2 of Contract	Year 1 of Contract	Year 3 of Contract
3. Cathodic Protection System testing	Year 2 of Contract	Year 1 of Contract	Year 3 of Contract
4. Tank and Line Volumetric Pressure Tightness test	Year 2 of Contract	Year 1 of Contract	Year 3 of Contract
5. Containment sump and under-dispenser containment tests ( If applicable, ie. not double walled that can be checked annually)	Year 2 of Contract	Year 1 of Contract	Year 3 of Contract
6. Stage I Vapor Recovery Pressure Decay Test (notify MDNR 10 days prior)	Year 2 of Contract	Year 1 of Contract	Year 3 of Contract

*Table B*

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Compliance Tasks for USTs</b>	<b>AFM One (1) - 5,000 gallon gasoline UST</b>	<b>East Climate: Three (3) - 30,000 gallon fuel oil USTs</b>	<b>West Climate: Three (3) - 20,000 gallon fuel oil USTs</b>

1. Leak Detection System Equipment Testing	Annually	Annually	Annually
2. Annual Walkthrough Inspection of containment sumps, visually check for damage or leaks, remove liquids and debris and in-tank lift pumps for proper operation.	Annually	Annually	Annually
3. Comprehensive UST and Veeder-Root ATG systems condition inspection with recommendations for repair or replacement with cost estimates. Conduct prevent maintenance as needed. **	Annually	Annually	Annually

#### **F. Emergency Maintenance Response**

The Contractor shall promptly and timely respond to the service location within two (2) hours after receiving notification from an Airport Representative, or at a mutually agreed upon time. The Contractor shall notify the Airport Representative upon arrival and departure from the service location. The Contractor will give a written report to the airport automotive department before departure for each occasion.

**The Contractor will invoice the Airport at the rates provided for in Appendix "C".**

#### **G. Parts**

The Contractor, when requested, shall supply all parts, components, and materials equal to or better than the original equipment manufacturer's specifications and must be free of defects in title, material, and workmanship. All electrical parts and components must be new. All parts must be compatible with existing systems at the Airport. The Contractor shall invoice the cost of parts to the City at 5% over the actual cost to the Contractor. The Contractor shall submit an invoice bearing the actual Contractor's cost and 5% mark up.

- Part assumptions — Below is the average amount of parts spent over the past three years of the previous contract (prices below do not include labor).
- 2019 estimated \$1,300 worth of parts spent
- 2020 estimated \$39,000 worth of parts spent
- 2021 estimated \$2,400 worth of parts spent

## **H. Training**

The Contractor, at no extra cost, shall provide the following training each year of the contract to Airport Personnel, who conduct daily and monthly maintenance on the fuel systems.

- Monthly Inspection and Maintenance Procedures for the Compressed National Gas System.
- Monthly Inspection and Maintenance Procedures for the Gasoline & Diesel System
- Provide training on the Veeder Root system and dispense fuel through a Phoenix fuel tracking system
- Provide training on basic troubleshooting for the CNG System
- Provide training on common troubleshooting for the fueling system
- Training Sessions will be two (2), four (4) hour sessions annually

## **6. EXTRA WORK**

- A. At the written request and direction of the Director, additional Fuel Systems Maintenance Services work or modifications, additions, or extras ("**Extras**") may be required. The fee or charge for Extras will be agreed upon up front in writing on a case by case basis as described herein and in **Appendix A, Section 11.D** of this SFB. For all work conducted under the Agreement, the total amount to be paid to the Contractor must not exceed the total Contract Not-To-Exceed Amount of the Agreement. (See **Appendix A, Section 11.D**).
- B. Any work not specified in the Agreement that may be fairly implied as included in the Agreement will be done by the Contractor without extra charge. The Director will be the sole judge.
1. The Contractor will do all Extras that may be requested or ordered in writing by the Director. No claim for Extras will be allowed unless such Extras have been ordered in advance by written request of the Director.
  2. The Contractor will furnish the Director with itemized bills for all items included under this heading, and such bills may be verified or audited by the City.
  3. All bills for Extras done in any month, will be submitted to the Director, in writing, before the 15<sup>th</sup> day of the following month, and the amounts therein must be in accordance with the daily time, material, and equipment statements approved by the Director.

4. As proof of costs, the Contractor must submit copies of itemized invoices received from the Contractor's approved subcontractor(s) which have been previously reviewed and approved by the Contractor.
5. Extras will be paid for based on of a fixed amount, rate, charge, or any combination thereof agreed upon and approved by the Contractor and the Director in writing prior to such Extras being performed. (See **Appendix A, Section 11.D**)
6. For all Extras performed under the Agreement, the Contractor shall submit detailed work order tickets identifying, at a minimum, each piece of Equipment called in for repair, the reason for the repair, a description of the problem, and the maintenance/repair work performed.

7. **TERM**

The term of the Agreement will be for three (3) years beginning on the Commencement Date specified below and ending thirty-six (36) months thereafter unless terminated or cancelled as provided for in **Appendix B, Section 2**. The Agreement is expressly subject to, and will not become effective or binding on the City until, fully executed by all signatories of the City. The commencement and expiration dates are as follows:

**"Commencement Date": July 1, 2022 "Expiration Date": June 30, 2025**

8. **ADMINISTRATIVE PROCEDURES**

- A. Before work under the Agreement commences, the Contractor will designate, by written notice to the Airport Representative, an experienced, competent and knowledgeable, full-time employee of the Contractor as the Contractor's "**Project Coordinator**." The Project Coordinator will be fully authorized to act for the Contractor in all matters covered by the Agreement. The Contractor will also furnish all supervisory personnel with copies of these specifications and will make certain that all such personnel understand the Provisions thereof.
- B. When necessary, or as requested by the Airport Representative, the Contractor will make periodic reports and recommendations to the Airport Representative concerning conditions, transactions, situations or circumstances encountered by the Contractor relating to the services to be performed under the Agreement.
- C. The Contractor's performance hereunder must meet the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services contemplated by the Agreement. All work will be executed in the most workmanlike, safe and substantial manner and everything will be furnished by

Contractor that is necessary to complete and perfect the aforesaid work according to the design and intention, whether particularly specified or not which may be inferred from the Agreement and its specifications. Work which should properly be performed by skilled laborers, will not be attempted by common laborers.

- D. The Contractor will ensure that all equipment and temporary offices and trailers used on the job are conspicuously marked with both the name and telephone number of the Contractor (if applicable).
- E. The Contractor must clean up the work site each day. This clean-up must include placing material, tools, and equipment in a neat, safe, and orderly arrangement. Equipment must never block access to existing facilities. Rubbish, debris, rubble, and garbage must be properly removed daily and disposed of by the Contractor in accordance with all applicable local, state, and federal laws and regulations. The City and its officers, agents, representatives, or employees are not responsible or liable for, in any way whatsoever, for any hazardous condition created by, arising out of, or incidental to the Fuel Systems Maintenance Services performed by the Contractor or its officers, employees, contractors, representatives, or agents under the Agreement. (See **Appendix B, Section 1** entitled "**Insurance and Indemnification.**")
- F. The Contractor will furnish, and have on the job at all times, ample equipment to properly and safely carry out the work contemplated herein including such tool or equipment as may be necessary to meet emergency requirements.
- G. The Contractor will give personal attention to the performance of the Agreement and will furnish to the Airport Representative a list of all employees (including subcontractor's employees) performing services under the Agreement. (See also **Appendix B, Section 3.**) The Contractor will maintain and update this list throughout the term of the Agreement. The Contractor will be present at the work site continuously during working hours throughout the progress of the work, either in person, or through his Project Coordinator or supervisory personnel to receive directions or furnish information. Any instructions or directions given to the Project Coordinator or supervisory personnel of the Contractor will be considered the same as given to the Contractor in person.
- H. Contractor, at its cost, will secure all applicable permits and licenses and approvals required or necessary to fulfill the Provisions of the Agreement.
- I. The Contractor will attend a pre-performance conference prior to commencement of any work under the Agreement. Said conference will be after the date of Agreement execution, and prior to start of the work.

- J. The work to be performed under the Agreement is on an active Airport. Therefore, prior to the start of any work under the Agreement, the Contractor will provide the Airport Representative with a work schedule which will indicate a proposed sequence and time schedule of the work to be accomplished for the Airport Representative's prior written approval. (See **Appendix A, Section 5**, entitled "**Scope of Work.**")
- K. In case of an emergency, the Airport Director, Deputy Director of Operations and Maintenance, or the Airport Representative, will have authority to order the Contractor to immediately terminate work and clear the area of personnel and equipment. The Contractor will immediately comply to such an order with all possible speed.
- L. The Airport Representative will determine the amount, classifications, acceptability, and fitness of all work to be done, and will decide all questions which may arise relative to the proper performance of the Agreement, and his decisions will be final, except as provided for in **Appendix A, Section 15**.
- M. The City reserves the right to solicit bids and award contracts to other contractors for any modifications or additions to the Fuel Systems Maintenance Services. The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the work contemplated herein. (See **Appendix A, Sections 11.F and 25.G**).

## **9. RULES AND REGULATIONS**

- A. The Bidder will comply with all applicable rules and regulations including resolutions, plans, operating directives, Airport Certification Manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as amended, in performing the required work or services. The Bidder will comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City as amended, and all federal, state, city, local and other governmental authorities, now or hereafter applicable, in performing the required work and service.
- B. The Contractor will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1542 as amended. Any and all violations by the Contractor or its officers, employees, subcontractors, independent contractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. City will be reimbursed



within ten (10) days of the City's request, for any such fines or penalties imposed on the City.

- C. The Contractor will be responsible for the work of all subcontractors and agents, and all work must be kept under the Contractor's control. A complete list of all such subcontractors will be submitted to the Airport Representative for his/her prior written approval. (See **Appendix B, Section 3.**)
- D. The Contractor will not be entitled to any claim for damages or losses whatsoever against the City or its officers, employees, agents, representatives, due to hindrance or delay from any cause whatever in the progress of the work or any portion thereof including without limitation, loss of profits, and actual, consequential, special, or incidental damages.

## **10. REPAIR OF DAMAGE**

The Contractor will promptly report any property of the City or third parties damaged by Contractor's operations or employees. The Contractor will make no repairs or replacements to City property without the prior written approval of the Airport Director.

## **11. PAYMENTS**

- A. The Contractor shall submit to the Airport Representative for payment by the City, a monthly itemized invoice and supporting documentation for work or services performed under the Agreement at the rates, changes and amounts outlined in the attached Appendix C.
- B. Invoices will be submitted to the Airport Accounting Department at:  
AirportAccountsPayable@flystl.com (preferred); or  
  
St. Louis Lambert International Airport  
Accounts Payable  
P. O. Box 10036  
St. Louis, MO 63145  
Contact Phone Number: (314) 426-1303
- C. The invoice must include:
  - 1. Contract number;
  - 2. Ordinance number;
  - 3. Date and time of service(s);

4. Equipment and Location;
  5. Name of Airport Representative(s) requesting service(s);
  6. Services or Action(s) Performed;
  7. List of Parts Replaced;
  8. Signed itemized work tickets; and
  9. Invoice Amount
- D. For Extras authorized in writing by the Director, the Contractor will invoice the City at the rates, charges, and amounts as authorized in writing by the Director as set out in **Section 6**. All payments are contingent upon the appropriations of sufficient funds by the City annually.
- E. Acceptance by Contractor of the final payment will constitute payment in full for all work done.
- F. The Agreement will not create a debt, liability, or obligation of any kind whatsoever on the City for the City to order or request any particular amount of work or services.
- G. The Contractor will submit invoices for the services and work performed pursuant to the Agreement in a timely manner and as provided for in the Agreement. The City will not be required or obligated to pay any invoice submitted to the City by the Contractor more than six (6) months after the expiration or earlier termination of the Agreement or be responsible for any costs or expenses incurred by the Contractor for services or work performed pursuant to the Agreement for which invoices have not been submitted to the City for payment within six (6) months of the expiration or earlier termination of the Agreement.
- H. The total Contract Not-To Exceed Amount of the Agreement is \$\_\_\_\_\_.

## **12. NOTICE OF LOSS OR CLAIMS**

- A. The Contractor will indemnify, defend, and save harmless the City, its officers, employees, and agents from all suits or actions, or losses brought against or suffered by the City, its officers, employees or agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the Contractor, its employees, representative, or agents, in the performance of the work herein specified, or in consequence of any negligence in guarding the same, or any defective materials or equipment used, or by or on account of any act or omission of the said Contractor.
- B. The Contractor will indemnify, defend, and save harmless the City, its officers, employees, representatives, and agents from the payment of any and all claims, demands, damages, or costs arising out of any infringement, or alleged infringement

of intellectual property rights including, without limitation, the use of any patent or patented device, article, system, arrangement, material or process used by the Contractor or its officers, employees, representative, or agent in the execution of the Agreement.

- C. The Contractor shall provide written notification to the Director of all suits or action or losses arising out of the Agreement within seven (7) days of service or demand.

### **13. REPLACEMENT OF PERSONNEL**

Contractor will agree to promptly replace the manager or any employee working under the Agreement should the Airport Director believe and recommend that such should be done for the good of the services being rendered. The Airport Director's decision will be final and binding.

### **14. PROHIBITED ACTS**

- A. Contractor will not do or permit to be done any act which:
  - 1. Will invalidate or be in conflict with any insurance policies covering the Airport or the City, or any part thereof, or upon the contents of any building thereon;
  - 2. Will increase rates of any insurance, extended coverage or rental insurance on the Airport or the City, or any part thereof, or upon the contents of any building thereon;
  - 3. In the opinion of the Airport Representative, will constitute a hazardous condition, so as to increase risks normally attendant upon the operations enumerated in the Agreement;
  - 4. Will constitute a nuisance in or on the Airport or which may result in creation, commission, or maintenance or a nuisance in or on the Airport; or;
  - 5. May interfere with the effectiveness or accessibility of the drainage of any sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses if any, installed or located in or on the Airport.
- B. If by reason of the Contractor's failure to comply with the Provisions of this section, any fire insurance, extended coverage or rental insurance rate on the Airport, or any part thereof, or upon the contents of any building thereon will be at any time higher than it otherwise would be, then the Contractor will on demand, pay the City the

increase in the cost of insurance premiums paid or payable by the Airport which was charged because of such violation by the Contractor. For the purpose of this section, "Airport" includes all structures or improvements located thereon.

**15. RIGHT OF REVIEW**

Contractor may request that the Director review any decision or direction of the Airport Representative. The decision of the Director will be final and binding. All requests for review must be in writing and within twenty-four (24) hours of the Airport Representative's decision in dispute, and must set forth clearly the cause for such request of review. No review will be allowed by the Director which has not first been considered by the Airport Representative. (See **Appendix A, Section 8.L**).

**16. GOVERNING LAW AND FORUM SELECTION**

The Agreement will be made and entered into in the State of Missouri, and Missouri law and the City's Charter and Ordinances, as they may be amended from time to time, will govern and apply to the Agreement. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to the Agreement must be brought only in a federal or state court in The City of St. Louis, Missouri. Bidder and the City hereby admit and consent to the jurisdiction and venue of such courts. The Provisions of this section survive the expiration or early termination of the Agreement.

**17. WAIVERS OF LIEN**

Upon completion of work contemplated herein, and if requested by the City, the Contractor will submit within five (5) business days of the City's request full waivers of lien from every entity involved in the performance of the Agreement. Lien waivers must be submitted on forms and executed in a manner acceptable to the Airport Representative. Contractor will not permit any mechanics' or materialmen's liens or any other lien or encumbrance to be attached or foreclosed upon the City's property or any part or parcel thereof, or on the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic, materialman, contractor, or any other reason.

**18. FACILITIES PROVIDED BY THE AIRPORT**

City, subject to and in accordance with the Provisions of the Agreement, will provide the right of ingress and egress to all areas herein specified in order for the Contractor to perform the work and services contemplated herein.

## **19. PRECAUTIONARY MEASURES**

- A. Contractor 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. Contractor will place watchmen, erect barricades and railings, give warnings, display lights, signals, or signs, exercise precautions against fire or electrocution, and take other precautions as may be necessary, proper, and desirable. (See **Appendix B, Section 1.**)
- B. In coordination with the Airport Representative, Contractor shall comply with Social Distancing guidelines in effect at such time, which are recommended by the CDC, and/or required by the state and/or local health departments or governmental entities.
- C. 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.

## **20. STORAGE AND STAGING AREA**

- A. The Airport Representative will assign storage and transfer area ("**Storage Area**") in writing (if applicable). If assigned, the Storage Area will be used for storage of the Contractor's equipment, parts, materials, tools, supplies, and property, and will be maintained by the Contractor at its cost and to the City's standards as provided for in the Agreement. Assignment of the Storage Area will be based on availability of space.
- B. The Contractor will be responsible for the proper storage and security of its equipment, parts, materials, tools, supplies, or property and will maintain and improve the Storage Area as directed by the Airport Representative. The City (including its officers, employees, agents or representatives) will not be responsible or liable for any vandalism, theft, casualty, loss, or damages of any kind whatsoever to the Contractor's equipment, containers, compactors, parts, tools, materials, or supplies, or other personal property.
- C. City, subject to and in accordance with the Provisions of the Agreement, will provide the right of ingress and egress to all areas required in the performance of the Contractor's services.

## **21. BADGING**

- A. All Contractor 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 Contractor or subcontractor employees.
- B. The Contractor will comply with all applicable federal, state and local governmental laws and regulations and Airport rules and regulations as amended. (See **Appendix A, Section 9.A.**)
- C. The Contractor at its cost will supply to and update as needed for the Airport Police Security Operations Bureau, a list of the Contractor's employees to be issued an Airport ID Badge.
- D. The Contractor 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 the Airport Police Security Operations Bureau. The Contractor 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 Contractor will bear the cost of providing new and/or renewal badge for the Contractor'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 Contractor. 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. Contractor employees who are assigned to work in, or need access to, the U.S. Customs and Border Protection area must have a "Customs Seal" affixed to their Airport ID Badge. As part of the badging process, the Contractor will be responsible for ensuring all employees requiring this access submit the appropriate Customs and Border Protection paperwork.
- G. Upon expiration or termination of Agreement or discontinuance of employment of any of the Contractor 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.
- H. The Contractor will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1542 as amended. Any and all

violations by the Contractor or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. The City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City. (See **Appendix A, Section 9.B.**)

## **22. UNIFORMS**

Contractor, at its costs, will provide uniforms for all its employees assigned to the Airport. Such uniforms are to bear the company's name and be approved by the Airport Representative in writing.

## **23. PERFORMANCE AND PAYMENT BOND**

- A. At or prior to the execution of the Agreement, the Contractor will immediately execute a Performance Bond and a Payment Bond each in the amount of Twenty Five Thousand Dollars (\$25,000.00) with surety satisfactory to the City, conditioned on the full and faithful performance of all Provisions of the Agreement to be executed. Affirmation by the Surety Company to execute the Performance Bonds and the Payment Bonds must be executed by Attorney-In-Fact for the surety company before a licensed Notary Public. The Payment Bonds must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of one year renewable bonds to meet the requirements of this Section 23. The Contractor will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds or Payment Bonds and if the Contractor's Performance Bonds or Payment Bonds are terminated, cancelled, not renewed or extended, the Contractor shall promptly provide the City with a replacement bond(s) in full compliance with this Section 23. Any sum or sums derived from said Performance or Payment Bonds will be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.
- B. Copies of the Performance Bonds and the Payment Bonds, in a form acceptable to the City, must be given to the Airport Representative for approval before the work of the Agreement begins.
- C. Bidder will submit along with the Bidder's Bid, a completed "**Proposal To Bond Form**" attached hereto as Attachment 1 and incorporated herein, executed by the Bidder's Surety Company or a Proposal To Bond on the Surety Company's stationary. (See **Bidder's Checklist Item 2** and **Attachment 1**, entitled "**Proposal to Bond Form**" incorporated herein).

## 24. MISSOURI UNAUTHORIZED ALIENS LAW

- A. Requirements: Bidders are advised that the Agreement executed with the successful Bidder pursuant to this SFB, is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri, 2016 (the "**Missouri Unauthorized Aliens Law**"). As a condition for the award of the Agreement, the successful Bidder, will, 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 Bidder will also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit B** entitled "Affidavit." (See **Bidder's Checklist Item 12.**) Each Bidder must submit the attached "Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration" with its Bid (see attached **Exhibit A**, incorporated herein and **Bidder's Checklist Item 11.**) Failure to submit this declaration with your Bid will result in rejection of the Bid. A successful Bidder'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 Bidder will 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 Bidder 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. GENERAL PROVISIONS

- A. The Contractor is an independent contractor and nothing herein will be interpreted or construed to mean that the Contractor or any of its employees or agents is an employee or agent of the City.
- B. The Contractor will coordinate the services performed under the Agreement with the Airport Representative.



- C. The Agreement will be the entire agreement and no amendment or modification will be made (except as expressly provided for herein) unless in writing and signed by the parties hereto.
- D. The Agreement and all contracts entered into under the Provisions of the Agreement will be binding upon the parties and their successors and permitted assigns.
- E. A waiver by one party of any the Provision(s) to be performed by the other party will not waive any subsequent default or breach of any of the Provisions of the Agreement. Any waiver by either party must be in writing and signed by the party waiving.
- F. The Contractor will keep and maintain such records and reports necessary for the City to determine compliance with the Agreement. Records must be maintained by the Contractor for at least three (3) years after the expiration or termination of the Agreement. The City reserves the right to investigate, audit, and review, upon written request, such records and documents, to determine compliance with the Agreement. (See **Appendix B, Section 6.**)
- G. The City retains the right to receive bids and award contracts on any modifications, deletions, or additions to the Fuel Systems Maintenance Services. In addition, the City retains the right to furnish materials or supplies at its discretion, or perform for itself, any required work. (See **Appendix A, Section 8.M**)
- H. No alderman, commissioner, director, board member, officer, employee or other agent of the City will be personally liable under or in connection with the Agreement.
- I. Neither party will be in violation of the Agreement, if it is prevented from performing any of the obligations by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of a superior governmental authority, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control. (See **Appendix A, Section 25.K** below.)
- J. If any Provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision will in no way affect any other Provision, herein contained, provided the invalidity of such Provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid Provisions of the Agreement.

- K. The parties agree that time will be of the essence in the performance of each and every obligation and understanding of the Agreement.
- L. When the authorization, consent, approval, waiver, certification, determination, or any other action (“**Approval**”) of other party is required under the terms of the Agreement, such Approval must be in writing and signed by the party approving. Whenever the Approval of the City or the Director is required, the Approval must be from the Director or his/her authorized or designated representative. In taking such actions, the Director shall act reasonably, and take into consideration the best interest of the City, the Airport, and travel public. The City and Contractor agree that extensions of time for performance may be made by the written mutual consent of the Director, on behalf of the City, and Contractor or its designee. Whenever the Approval of the City, or the Director, or Contractor is required herein, no such Approval shall be unreasonably requested, conditioned, or withheld.

## **26. PREVAILING WAGE AND 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 2020 Annotated as codified in Chapter 6.20 of the Revised Code of The City of St. Louis 2020 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 this 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 this Agreement.

## 27. 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 Contractor under the Agreement ("**Airport Project**"), the Contractor will refer the Media Entity to the Airport's Public Relations Manager. This includes, without limitation, trade publications.
- B. 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 Contractor. Contractor 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. Contractor will treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time shall divulge such information without the prior written consent of the Director, unless otherwise required by a court order or subpoena. Contractor 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 Contractor'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 Contractor of Airport Projects must be pre-approved in writing by the Airport's Public Relations Manager. Contractor 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.

## **28. CUSTOMER SERVICE**

Contractor, 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 and service providers at the Airport, no matter their role or function. Contractor agrees that all of its employees performing service at the Airport pursuant to the Agreement will:

- A. Demonstrate excellent customer service at all times when in contact with users of the Airport.
- B. Act in a courteous and helpful manner at all times with travelers, fellow employees, and all other users of the Airport, including but not limited to, appropriate greetings and assistance to travelers, if and when applicable.
- C. Help ensure that travelers have a positive Airport experience and at all times, behave in a businesslike and professional manner while on Airport property.
- D. Speak English, unless otherwise necessary to accommodate customers; 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 and refrain from gathering and "chatting" in groups while on duty, unless necessary; refrain from the use of non-business cell phones while on duty; refrain from napping or sleeping in public areas.
- E. Not utilize public seating, boarding areas, gate areas or lounge areas within the terminals and concourses. The above areas are intended for use by the traveling public and not as rest or lounge facilities for Contractor's employees.

## **29. INSPECTIONS**

- A. The Airport Representative will at all times have free access to the work, as well as the equipment, and shops of the Contractor to determine Contractor's compliance with the Provisions of the Agreement. The Airport Representative may perform periodic inspections of the work as outlined in the Agreement, to determine that services performed by the Contractor meet with required standards and the

Contractor will be required to timely and promptly make any improvements as required by the Airport Representative at no additional charge to the City (See **Appendix A, Sections 5 and 8**).

### **30. FAILURE TO PERFORM**

- A. Every six (6) months the Airport Representative will complete a "Performance Review" of the work performed by the Contractor.
- B. If the Airport Representative determines at his/her sole discretion that the quality or quantity of any work required to be performed under the Agreement is unacceptable or that the Contractor has failed or refused to perform the work, the City may take reasonable and necessary actions to perform the work or remedy the Contractor's failed or under performance(s). (See **Appendix A, Sections 8.C and 8.L**)
- C. All reasonable costs or expenses incurred by the City will be promptly and timely paid or reimbursed by the Contractor as provided for herein. The City may deduct such costs, plus 15 % for administrative costs, from any payments due to the Contractor under the Agreement or the City may invoice the Contractor for such costs which will be due within thirty (30) days of the City's written request.
- D. **The work, if necessary, and any other actions taken by the City pursuant to this subsection may be performed only after first providing at least five (5) working days' notice to Contractor of such failure to comply.** Subsequent to receipt of notice that the City will perform the work or remedy the breach or default, the Contractor must not undertake further performance of such work without the specific prior authorization from the Airport Representative.
- E. During the five (5) days' notice the Contractor may demonstrate to the City why no such alleged failure is present or to timely remedy such alleged failure. However, the City's right to perform such work will not arise, if such failure cannot be reasonably cured within five (5) working days and the Contractor promptly and with due diligence takes prompt and appropriate corrective action and diligently pursues until the failure is corrected to the City's reasonable satisfaction.

### **31. PRE-BID MEETING**

A pre-bid meeting will be held via Zoom on January 25, 2022 at 11:00 A.M. Participation in the Pre-Bid Meeting Zoom is mandatory. If you have questions regarding the Zoom meeting or wish to participate, please email Ms. Bryant at [BNBryant@flystl.com](mailto:BNBryant@flystl.com). The meeting access code for the Zoom are:

[Join Zoom Meeting](#)

Passw 681614

ord:

Meeting <https://flystl.zoom.us/j/86094410557?pwd=ZEZ4bTNpL20rUDhpYmVydHl4T0>

g [VJUT09](#)

URL:

**Join by Telephone**

Dial: USA 602 333 0032

USA 8882709936 (US Toll Free)

Conference code: 977651

Find local AT&T Numbers:

<https://www.teleconference.att.com/servlet/glbAccess?process=1&accessNumber=8882709936&accessCode=977651>

**32. BID SUBMITTAL**

Written or Electronic Bids will be received up until the hour of **2:00 P.M. Local Time, February 22, 2022**. All Bids 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**

One (1) copy of the Bid must be submitted. Bids received after the due date and time, or not delivered to the designated point, will not be considered. The Bid must be presented in a **sealed** envelope addressed to Ms. Bryant at the address provided above, with the words **“Bid For Fuel Systems Maintenance Services”** plainly written across the left end face of the envelope. The name and address of the Bidder must also appear on the face of the envelope. **OR**

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

Briana Bryant

[BNBryant@flystl.com](mailto:BNBryant@flystl.com)

With copies also sent via email to:

Robert Salarano      [RCSalarano@flystl.com](mailto:RCSalarano@flystl.com)

Gigi Glasper      [GXGlasper@flystl.com](mailto:GXGlasper@flystl.com)

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

Bids submitted electronically must be submitted in one PDF document, titled **“Bid For Fuel Systems Maintenance Services,”** followed by the name of the Bidder. 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.**

**CITY OF ST. LOUIS  
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

**APPENDIX "B"**

**GENERAL SPECIFICATIONS  
(FUEL SYSTEMS MAINTENANCE SERVICES)**

**1. INSURANCE AND INDEMNIFICATION**

A. The Contractor, at its expense, at all times during the term hereof; will cause St. Louis County, the City and its Board of Aldermen, the Airport Commission, officers, agents and employees and the Contractor to be insured **on an occurrence basis** against all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of the Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors pursuant to this Agreement under the following types of coverage:

1. Comprehensive General Liability;
2. Comprehensive Automobile Liability (any vehicles, including owned, hired and non-owned).

B. **The minimum limits of coverage for the above classes of insurance must equal a single limit of Two Million Dollars (\$2,000,000.00) comprised of such primary and excess policies of insurance as the Contractor finds it feasible to purchase during the term of this Agreement** and will name the City, and its Board of Alderman, the Airport Commission, officers, employees, and agents (the "CITY", as used in this Section) as an "Additional Insured". Prior to execution of this Agreement, Contractor shall provide certificates of said insurance and all endorsements to the Airport Representative in form and content satisfactory to the City. In addition, the Contractor will also mail or fax a copy of the certificate of insurance and all required endorsements to:

St. Louis Airport Police Department  
P.O. Box 10212, Lambert Station  
St. Louis, Missouri 63145  
Attn: Sharon Wilson, Bureau of Security Operations  
Phone: 314-426-8002  
Fax: 314-890-1325



- C. Such liability insurance coverage must also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors and, contractual liability insurance sufficient to cover Contractor's indemnity obligations in the Agreement. The City will have no liability for any premiums charged for such coverage, and the inclusion of the City as an Additional Insured is not intended to, and does not make the City a partner or joint venturer with Contractor in its operations in the Agreement. Each such insurance policy must, by endorsement, provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and in such circumstances, the City's policy will be excess over Contractor's policy.
- D. The Contractor will protect, defend, and hold City, and its Board of Aldermen, the Airport Commission, and their respective officers, agents and employees 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 this Agreement and/or the use or occupancy of the City's premises and/or the acts or omissions of Contractor's officers, agents, employees, contractors, 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 sole negligence of the City. The Director or his/her designee will give to Contractor reasonable notice of any such claims or actions. The Contractor will also use counsel reasonably acceptable to the City Counselor of the City or his/her 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 this Agreement.
- E. The Contractor will maintain Workers' Compensation and Employers Liability Insurance at least at the statutory requirement and in accordance with Missouri laws and regulations. Contractor will require that all of its subcontractors or licensees similarly provide such coverage. The City, its officers, employees, or agents will not be liable or responsible for any claims or actions occasioned by Contractor'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 Contractor are not employees of the City for any purpose, and that employees of the City are not employees of the Contractor.

## 2. CANCELLATION

- A. The City retains the right to cancel the Agreement immediately upon written notice to Contractor if:
  - 1. Contractor fails to properly keep any Provision of the Agreement; or,
  - 2. The quality of service falls below the specified standards as determined by the City; or,
  - 3. Contractor fails or refuses to render the amount of service required.
- B. Contractor has the right to cancel the Agreement if:
  - 1. The City fails to keep, perform, or observe any material Provision of the Agreement for a period of ninety (90) days after written notice by Contractor specifying the material breach by the City;
    - a. Failure to keep, perform, or observe any material Provision of the Agreement will not give rise to Contractor's right to terminate the Agreement if the material breach can be cured but cannot, with due diligence, be cured within ninety (90) days', if the City institutes corrective action within ninety (90) days' and diligently pursued until the material breach is corrected.
- C. Contractor retains the right to cancel the Agreement without cause upon one hundred twenty (120) days written notice to the City. There will be no liability to Contractor and such a cancellation will be a no-fault cancellation.
- D. The City retains the right to cancel the Agreement without cause upon thirty (30) days' written notice to Contractor. There will be no liability to the City and such a cancellation will be a no-fault cancellation.
- E. Notwithstanding anything to the contrary herein, it is expressly understood by the parties that the Agreement will terminate immediately upon the failure of budgetary appropriations with no resulting liability to the City.
- F. Upon cancellation, termination, or the expiration of the Agreement, or if requested in writing by the Airport Representative, all tools, parts, equipment, supplies, materials, maps, plans and specifications, manuals, schedules, records, files, logs, work product, or property paid for, supplied or owned by the City will be returned to the City by Contractor within one (1) business day.

**3. ASSIGNMENT AND SUBCONTRACTING**

- A. Contractor 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 assignment of the Agreement, Contractor will submit a written request to the City along with a copy of the proposed assignment agreement. The City reserves the right to refuse without cause or justification, such requests. No assignment will be made or will be effective unless Contractor is not in default on any of the other Provisions of the Agreement. The party to whom such assignment is made will expressly assume in writing the Provisions of the Agreement. The parties to the Agreement understand and agree that the Contractor 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. Contractor will not subcontract or transfer any part of the services or work to be performed in the Agreement without the prior written approval of the Director of Airports. At least sixty (60) days prior to any subcontracting of service or work or the transfer of any part of the services or work to be performed in the Agreement, Contractor will submit a written request to the Director of Airports. This request must include a copy of the proposed subcontract or agreement. The City reserves the right to refuse without cause or justification, such requests. At a minimum, any subcontractor agreement must expressly require strict compliance with the Provisions of the Agreement. The Contractor will furnish all authorized subcontractors or agents a copy of the Agreement. The parties understand and agree that the Contractor 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 in this Section 3, will constitute default on the part of the Contractor 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. Contractor will submit along with the Contractor's Bid a completed "SUBCONTRACTOR/SUPPLIER LIST" (attached hereto as Attachment 6).
- E. Notwithstanding any other term or provision in the Agreement, the City may assign the Agreement at its sole discretion by providing Notice to Contractor as described above.

4. **AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION**

- A. Contractor agrees during performance under the Agreement, that discrimination will not be permitted against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, disability, national ancestry or origin.
- B. Contractor agrees during performance under the Agreement, that all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, disability, national origin or ancestry.
- C. If the Contractor or City determine that Contractor will be unable to conform to the approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, then the Contractor will notify the Fair Employment Division of the St. Louis Council on Human Relations within ten (10) days as to the steps to be taken by the Contractor to achieve the provisions of this program.
- D. Contractor will permit reasonable access by the City to such persons, reports and records as are necessary to ascertain compliance with fair employment practices.
- E. If the Contractor fails to comply with the nondiscrimination clauses of the Agreement, or fails to furnish information or permit records and accounts to be inspected, within twenty (20) days from the date requested, the Airport may cancel, terminate, or suspend the Agreement, in whole or part. Further, the Airport may declare the Contractor ineligible for further City contracts for a period of one year, at the City's option. If the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Contractor will have no claim for any damages against the City.
- F. Contractor will incorporate Section 4.A through 4.E in all contracts or agreements entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with the Agreement.
- G. If the Contractor is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with Sections 4.A through 4.E, such contractor will notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

- H. Contractor will 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 C.F.R. Parts 21, 23, and 26, as amended; and state and local laws.

5. **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.
2. **"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 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 Bid Discount:**

1. The City of St. Louis Minority and Women Business Enterprise Program has amended the goals within the program to achieve the nondiscrimination of multiple groups. The goals established in connection with the Agreement are as follows:

<b>MBE goal is as follows:</b>	<b>21% - African American</b>
	<b>2% - Hispanic American</b>
	<b>.50% - Asian American</b>
	<b>.50% - Native American</b>

Each group must be represented to meet the goal of the contract. The total participation cannot be comprised of only one group, it must include each group to meet the established goals.

**The WBE goal is 11%.**

The goals remain in effect throughout the life of the Agreement. When award of the contract is made with Minority and Women Business Enterprise (M/WBE) participation less than the goals, the Contractor shall continue to perform and document good faith efforts throughout the life of the Agreement in order to increase M/WBE participation and to meet the Agreement goal.

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

2. Bid Discount

A five percent (5%) Bid discount shall be applied to construction, goods and other services prime contracts on contracts \$300,000 or less during the evaluation process to prime African American, Hispanic American, Asian American, Native American and Women-Owned Business Enterprise Bidders. It shall lower the eligible M/WBE's Bid but shall not reduce the contract award amount. In order to qualify for the Bid discount, the eligible M/WBE Bidder shall include in its Bid a copy of their current certification letter and/or notification indicating the M/WBE continues to meet the certification guidelines of the M/WBE Program.

D. **Obligation:**

1. The Contractor 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 Contractor 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](http://www.flystl.com/bdd).

E. **Good Faith Efforts Requirement:**

1. The quality, quantity and intensity of the Bidder's good faith efforts will be evaluated by the City. A Bidder must make sufficient good faith efforts to meet the goal. The Bidder can meet this requirement in either of two ways. First, the Bidder can meet the goal by documenting commitments for participation by M/WBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Bidder can document adequate good faith efforts. This means that if the M/WBE goal is not met, the Bidder 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 M/WBE participation, even if they were not fully successful. If the M/WBE goal is not met the Bidder must demonstrate and document those efforts by submitting the "Good Faith Efforts Report Form" attached hereto as Attachment 3 with the Bid. Additionally, when the M/WBE goals cannot be met, the Bidder must also include a statement as to why the goals could not be met. (See **Bidder's Checklist Item 4**). Examples of good faith efforts include but are 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. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified M/WBEs who have the capability to perform the work required by the Contract. Such solicitations must take place at least fifteen (15) business days prior to the bid opening date to allow M/WBEs sufficient time to prepare bids/proposals and respond to the solicitation, and the Contractor must take appropriate steps to follow such mass solicitations with frequent and persistent personal contact. The prime contractor should promptly return all calls, faxes and e-mail that it receives from interested M/WBEs. The follow-up should take the form of a telephone call, fax, or e-mail during normal business hours.
  - 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 of:
  - 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 contractor and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other Bidders.
- f. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
- 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 contractor-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 disadvantageded community organizations; disadvantageded contractor's groups; local, state and federal disadvantageded 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. Contractor 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 Subcontractible to M/WBE firms."
- 3. The demonstration of good faith efforts by the contractor must prove the Contractor actively and aggressively sought out M/WBEs to participate in the project.
- 4. The information provided will be evaluated to determine if the low Bidder is responsive. All the information provided must be accurate and complete in every detail. The apparent low Bidder's attainment of the M/WBE goal or demonstration of good faith effort will assist in determining the award of the contract

**F. Eligibility:**

Contractor should access the online directory at [www.flystl.com/bdd](http://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 Contractor and subcontractors for the contract items being sublet as reflected on the "MBE/WBE Utilization Plan" attached hereto as Attachment 2 and incorporated herein. Bidder must complete and submit with its Bid the MBE/WBE Utilization Plan (See **Bidders Checklist, Item 3**). Firms must be certified prior to the Bid opening in order to be used to fulfill the participation goals.
2. In addition, the Bidder 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 **Bidder's Checklist, Item 5**).
  - 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 at 100% of their cost/expenditure towards M/WBE goals.**
    - iii. **Brokers** are defined as 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. Brokers entire commissions and fees charged for assistance in the procurement of the materials and supplies, or less 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 firm 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 Contractor 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 Contractor 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 Contractor 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 Appendix B, Section 3. 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. Contractor 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 Contractor 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 Contractor 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 Contractors shall log into the system utilizing their username and password and request to add each subcontractor scheduled to perform work on this contract. BDD will confer with BPS and the department/agency before approving the firm to be added to the contract. The Contractor 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 Contractor 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 Contractor shall ensure its subcontractors are also submitting monthly reports on MBE/WBE participation via the BDD online reporting System.
  1. Liquidated Damages. The Contractor 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 Contractor agrees and stipulates that the Director, on behalf of the City, may elect to implement liquidated damages after written notice to the Contractor 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:
    - i. The first failure to report violation will result in a warning letter;

- ii. The second failure to report violation will require Contractor to pay liquidated damages to the City not to exceed \$25.00 for each week past due;
- iii. The third failure to report violation will require Contractor to pay liquidated damages to the City not to exceed \$50.00 for each week past due; and
- iv. The fourth failure to report violation will require Contractor to pay liquidated damages to the City not to exceed \$75.00 for each week past due 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 Contractor will make the liquidated damage payment to the City within thirty (30) days' written notice of the violation.
- vi. 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 including MBE/WBE contractors. If the MBE/WBE contractor intends to sublet any portion of the Agreement, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

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

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.

- 1. The City shall periodically evaluate the Contractor's Compliance with the M/WBE goals set in the Agreement and determine whether the Contractor has performed and is currently performing in accordance with the terms of this Section 5 of the Agreement. If the Contractor has failed to perform as required under Section 5 of the Agreement, then the City may impose liquidated damages as provided herein to be withheld from any amounts due and owed the Contractor; such liquidated damage withheld must be authorized by the City Compliance Officer and the Director. Such

liquidated damages should be assessed prior to the expiration of the Agreement (generally not sooner than six (6) months prior to the expiration of this Agreement. If there is no future payment(s) owed the City, the Contractor will make the liquidated damage payment to the City within thirty (30) days' of written notice.

N. **Mobilization**

If applicable, when mobilization payments are approved as a contract line item for the prime contractor, the subcontractor shall be paid a reasonable amount not to exceed five percent (5%) of their contract by the prime contractor no later than five-(5) business days before the subcontractor is required to mobilize to start their contracted work. Subcontractors' requests can be contained on their initial Bid, quote and/or proposal to the prime or in the form of an invoice/request for payment which details the request. The prime contractor shall submit a request to the City for mobilization payments which includes all subcontractors request for mobilization through the approved billing process as outlined in contract documents.

6. **RIGHT TO AUDIT CLAUSE**

- A. The Contractor's "**records**" must be open to inspection and subject to audit and reproduction during normal working hours and kept within the greater St. Louis metropolitan area. A City representative may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of this Agreement, and for a period of three years after the early termination or the expiration of this Agreement or longer if required by law. Contractor may maintain such records at its corporate office but must make true, accurate, and complete and auditable records available at the Airport upon 15 days' notice.
- B. The Contractor's "**records**" as referred to in this Agreement include any and all information, materials, and data of every kind and character, including without limitation: records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, communities, arrangements, notes, daily diaries superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Such records subject to audit also include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. Such records include (hard copy, as well as computer readable data if reasonably available), written

policies and procedures; time sheets; payroll registers; cancelled checks; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the City in connection with the Contractor's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation of:

1. Contractor's compliance with the Provisions of this Agreement or the performance of the services contemplated herein; or
2. Compliance with provisions for pricing, change orders, invoices or claims submitted by the Contractor or any of its payees or subcontractors, if any.

## **7. CIVIL RIGHTS GENERAL PROVISIONS**

- A. The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person will, 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 Contractor and sub tier contractors from the bid 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.

## **8. CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS**

- A. During the performance of the Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:
  1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as amended, which are herein incorporated by reference and made a part of the Agreement.
  2. **Non-discrimination:** The Contractor, 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 Contractor 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 Contractor 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 contractor of the contractor'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 Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor 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 contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor 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:** If a Contractor fails to comply 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 Contractor under the Agreement until the contractor complies; and
  - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Contractor 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 Contractor 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 Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the



sponsor. In addition, the contractor 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 Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") 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; (See also 49 CFR Part 27 and 28 CFR Parts 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).

**9. FEDERAL FAIR LABOR STANDARDS ACT PROVISION**

- A. All contracts and subcontracts that result from this solicitation must 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 Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**10. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All Contracts and subcontracts that result from this solicitation must incorporate by reference the requirements of 29 CFR Section 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from

recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor 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.

**11. SEISMIC SAFETY**

When applicable, the Contractor 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.

**12. DISTRACTED DRIVING**

The City encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease accidents caused by distracted drivers, including policies that ban text messaging while driving. The Contractor must include the substance of this section in all sub contracts that involve driving a motor vehicle in performance of the work associated with the Agreement.

**13. CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor 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 Contractor 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.

**14. LIVING WAGE**

- A. Living Wage Requirements: Bidders are hereby advised that the City's Living Wage Ordinance 65597 (“**Ordinance**”) and associated “**Regulations**” apply to the service for which Bids 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 Bidder and the City must be paid a minimum of

the applicable Living Wage rates set forth in the attached Living Wage Bulletin (see **Exhibit D**, 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 Bidder must submit the "Living Wage Acknowledgment and Acceptance Declaration" with its Bid which is attached hereto as **Exhibit C** and incorporated herein (See **Bidder's Checklist, Item 15**). Failure to submit this declaration with the Bid will result in rejection of the Bid. A successful Bidder's failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the Agreement and the imposition of additional penalties as set forth in the Ordinance and Regulations.

B. Living Wage Compliance Provisions: The Agreement to be awarded under the SFB is subject to the St. Louis Living Wage Ordinance Number 65597 ("**Ordinance**") and the "**Regulations**" associated therewith as may be amended, which are incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Bidder hereby agrees to comply with these measures:

1. **Minimum Compensation:** Bidder 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 D**, attached and incorporated herein). The initial rate will be adjusted each year no later than April 1, and Bidder 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:** Contractor will 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 Contractor's employees within thirty (30) days of contract execution for existing employees and within thirty (30) days of employment for new employees.
3. **Posting:** Contractor will post the Living Wage Bulletin, together with a "Notice of Coverage," in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, in a prominent place in a communal area of each worksite covered by the Agreement.
4. **Subcontractors:** Bidder 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. Contractor will include these Living Wage Compliance Provisions in any contract with such Subcontractors.
5. **Term of Compliance:** Bidder 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 Bidder'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:** Contractor will provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Bidder acknowledges and agrees that failure to comply with any provision of the Ordinance or Regulations may result in penalties specified in the Ordinance or Regulations. Penalties may include, without limitation, suspension or termination of the Agreement, forfeiture or repayment of City funds, disbarment, and the payment of liquidated damages, as provided in the Ordinance and Regulations.

## 15. ANTI-DISCRIMINATING AGAINST ISRAEL ACT REQUIREMENT

- A. Bidders are advised that the Agreement executed with the successful Bidder pursuant to this SFB is subject to Section 34.600 of the Revised Statutes of Missouri Cumulative Supplement 2021 (the "**Anti-Discriminating Against Israel Act**"). As a condition for the award of the Agreement the successful Bidder 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 **Bidder's Checklist Item 18**) Each Bidder must submit the attached "Anti-Discriminating Against Israel Act Acknowledgment & Acceptance Declaration" with its Bid (see attached **Exhibit E**, incorporated herein and **Bidder's Checklist Item 17**). Failure to submit this declaration with your Bid will result in rejection of the Bid. A successful Bidder's failure to comply with the Provisions of the Agreement related to the Anti-Discriminating Against Israel Act may result in the termination of the Agreement by the City and other remedies available to the City at law or in equity. Bidder will deliver a fully executed original of the Affidavit (see **Exhibit F**), within twenty (20) days after notice to the successful Bidder of the award and prior to performing any work under the Agreement unless the Anti-Discriminating Against Israel Act does not apply to the award of the Agreement. The Anti-Discriminating 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.

**Bid Form**

**CITY OF ST. LOUIS  
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

**APPENDIX "C"**

**BID FOR FUEL SYSTEMS MAINTENANCE SERVICES**

The Undersigned, \_\_\_\_\_, acting on behalf of \_\_\_\_\_, the Contractor, understands all the requirements of the work set out in APPENDIX "A," the requirements set out in APPENDIX "B" and agrees to perform the work contemplated herein for the following amounts subject to and in accordance with the Provisions of the Agreement.

The amount to be paid to the Contractor will be determined by the charges or rates listed below. The charges or rates will include all labor, personnel, supervision, equipment, supplies, tools, parts, and materials required to properly perform the Fuel Systems Maintenance Services contemplated herein as ordered and directed by the City and in accordance with the Provisions of the Agreement.

_____ Signature	_____ Address
_____ Title	_____ Email Address
_____ Contractor	_____ Telephone Number
_____ Federal I.D. #	_____ UL Certification #
_____ Employee Name	_____ N.I.C.E.T. Certification #
_____ Employee Name	_____ N.I.C.E.T. Certification #
_____ Employee Name	_____ N.I.C.E.T. Certification #
_____ Employee Name	_____ N.I.C.E.T. Certification #
_____ Employee Name	_____ N.I.C.E.T. Certification #

**CITY OF ST. LOUIS**  
**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**  
**APPENDIX "C"**  
**BID FOR FUEL SYSTEMS MAINTENANCE SERVICES**

<b><u>Compliance Tasks</u></b> <b><u>See Section 5 (E), Table A – rows 1 - 6</u></b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>
Bid for Inspections –AFM one (1) - 5,000 gallon gasoline UST (Table A, Column B)		\$	
Bid for Inspections –East Climate : three (3) - 30,000 gallon fuel oil USTs (Table A, Column C)	\$		
Bid for Inspections- West Climate: three (3) - 20,000 gallon fuel oil USTs (Table A, Column D)			\$
<b><u>Annual Compliance Tasks</u></b>			
Bid for Inspections –AFM one (1) - 5,000 gallon gasoline UST (Table B, Column B)	\$	\$	\$
Bid for Inspections –East Climate : three (3) - 30,000 gallon fuel oil USTs (Table B, Column C)	\$	\$	\$
Bid for Inspections- West Climate: three (3) - 20,000 gallon fuel oil USTs (Table B, Column D)	\$	\$	\$
Bid for Compressed Natural Gas System Section 5 (C)	\$	\$	\$
<b>Total for Year</b>	\$	\$	\$
<b><u>Emergency Maintenance Response Section 5(F)</u></b>	\$	\$	\$
Monday - Friday, 7:00am-4:00pm	\$	\$	\$
After Hours & Weekends - 4:01pm - 6:59am	\$	\$	\$
Rate for Emergency Response Holidays	\$	\$	\$
<b>Total for contract (Year 1 +Year 2+Year 3)=</b>	\$ _____		



**BIDDER'S CHECKLIST**  
**(Required Submittals)**

**Please review the enclosed Bidder's checklist VERY carefully. ALL Bidders 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 Appendix B, Section 5 of this SFB.)**

**ONLY certified M/WBEs (as noted in the document!!) may be counted towards participation goals! Read the related solicitation specification carefully! (See Appendix B, Section 5 of this SFB.)**

**Any and all questions about the M/WBE Program and what companies are and are not certified may be answered by the Airport Business Diversity Development (BDD) Office (314) 426-8111. Or see the web: <http://www.flystl.com/bdd>.**

- 1. Signed Original Bid Form**  
(See Appendix C)
- 2. Proposal To Bond Form**  
(See Appendix A, Section 23 & Attachment 1)
- 3. Completed M/WBE Utilization Plan**  
(See Appendix B, Sections 5 & Attachment 2)
- 4. Completed Good Faith Efforts Documentation Forms**  
(See Appendix B, Section 5 & Attachment 3)
- 5. Notice of Intent To Perform As A Subcontractor/Material Supplier**  
(See Appendix B, Section 5 & Attachment 4; Submit one Notice of Intent for each proposed MBE or WBE subcontractor)
- 6. Completed Authorized Submission Form**  
(See Attachment 5)
- 7. List of References**  
(See Appendix A, Section 3.D)  
Bidder's Checklist
- 8. Financial Statements**  
(See Appendix A, Section 3.B)

**9. Synopsis of Bidder's Experience On Similar Projects**

(See Appendix A, Section 3.A)

**10. State of Missouri Certificate of Good Standing**

(See Appendix A, Section 3.C)

**11. Missouri Unauthorized Aliens Law Acknowledgement Form**

(See Appendix A, Section 24 and Exhibit A)

**12. Missouri Unauthorized Aliens Law Affidavit**

(See Appendix A, Section 24 and Exhibit B)

**13. Synopsis of any Termination or Debarments**

(See Appendix A, Section 3.E)

**14. Airport Authority Subcontractor/Supplier List**

(See Appendix B, Section 3 and Attachment 6)

**15. Living Wage Acknowledgement & Acceptance Form**

(See Appendix B, Section 14 and Exhibit C)

**16. Termination & Disbarment Proceedings**

(See Appendix A, Section 3.F)

**17. Anti-Discrimination Against Israel Act Acknowledgment & Acceptance Declaration**

(See Appendix B, Section 15)

**18. Anti-Discrimination Against Israel Act Affidavit**

(See Appendix B, Section 15)

**Attachment 1**

**Proposal To Bond Form**

### **PROPOSAL TO BOND**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

licensed in Missouri, as Surety, does hereby state that he/she understands the obligation of the Bidder under the bid(s) presented above and further understands and agrees to perform as surety for the Bidder as required by APPENDIX "A" Technical Specifications, Section 23, PERFORMANCE AND PAYMENT BOND, in the event that the bid(s) \_\_\_\_\_ of the Bidder, is accepted by the City of St. Louis, Missouri.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### **PERFORMANCE AND PAYMENT BONDS**

- A. At or prior to the execution of this Agreement, the Contractor shall immediately execute a Performance Bond and a Payment Bond, each in the amount of Twenty-Five Thousand Dollars (\$25,000.00) with surety satisfactory to the City conditioned on the full and faithful performance of all Provisions of this Agreement to be executed. Affirmation by the Surety Company to execute the Performance Bond and the Payment Bond must be executed by Attorney-In-Fact for the surety company before a licensed Notary Public. The Payment Bond must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of one year renewable bonds to meet the requirements of this Section 23. The Contractor will 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 Contractor's Performance Bond or Payment Bond are terminated, cancelled, not renewed or extended, the Contractor shall promptly provide the City with a replacement bond(s) in full compliance with this Section 23. Any sum or sums derived from said Performance or Payment Bonds will be used for the completion of this Agreement and the payment of laborers and material suppliers, as the case may be.
- B. Copies of the Performance Bond and the Payment Bond, in a form acceptable to the City, must be given to the Airport Representative for approval before the work of this Agreement begins.
- C. Bidder will submit along with the Bidder's Bid, a completed "Proposal To Bond Form" executed by the Bidder's Surety Company or a Proposal To Bond on the Surety Company's stationary. (See Bidder's Checklist Item 2 and the attached "Proposal to Bond Form.")

**Attachment 2**

**MBE/WBE Utilization Plan**

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

**Attachment 3**

**MBE/WBE Contractor's Good Faith Efforts Forms**

**Bidders, please see the pdf entitled "Solicitation Fillable Forms-SFB" 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**

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

**Attachment 5**

**Authorized Submission Form**



### **AUTHORIZED SUBMISSION**

The undersigned, in submitting this Bid, 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 within the last three (3) years and to the best of the undersigned's knowledge and belief, the information provided in this bid submission is true and correct.

Submitted by:

\_\_\_\_\_  
(Firm Name)

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Federal ID Number:

\_\_\_\_\_

Email:

\_\_\_\_\_

**Attachment 6**

**Airport Authority Subcontractor/Supplier List**

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

**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.:** \_\_\_\_\_

**Bidder'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, I hereby acknowledge that the Bidder understands that the contracts or agreements that may be executed with a successful Bidder pursuant to this SFB are 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 Bidder 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 Bidder.

**AUTHORIZED REPRESENTATIVE CERTIFICATION:**

\_\_\_\_\_  
Signature

**Name (Printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Exhibit B**

**Missouri Unauthorized Aliens Law Affidavit**

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 \_\_\_\_\_ (Contractor).

I have the legal authority to make the following assertions:

1. \_\_\_\_\_ (Contractor) 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, \_\_\_\_\_ (Contractor) 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 Acknowledgement & Acceptance Declaration**

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

**Contracting Agency:** St. Louis Airport Authority

**Agency Contract No.:** NA

**Bidder'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 D**

**Living Wage Adjustment Bulletin**

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**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, 2021. 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 E**

**Anti-Discrimination Against Israel Act Acknowledgement and Acceptance Declaration**

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

**Contracting Agency:** St. Louis Airport Authority

**Agency Contract No.:** NA

**Bidder'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, I hereby acknowledge that the Bidder understands that the contract or agreement that will be executed with a successful Bidder 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 hereby agrees to comply, if applicable, with the Missouri Unauthorized Aliens Law. I am authorized to make the above representations on behalf of the Bidder.

**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 8-28-2021) (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:

## **Exhibit G**

### **Subcontractor Business Information**

**SUBCONTRACTOR BUSINESS INFORMATION**  
**(Complete for EACH subcontractor to be utilized – attach additional pages as needed)**

**Business Name #1**

---

**Address (with Zip Code)**

---

**Federal Tax Identification Number**

---

**Business Name #2**

---

**Address (with Zip Code)**

---

**Federal Tax Identification Number**

---

**Business Name #3**

---

**Address (with Zip Code)**

---

**Federal Tax Identification Number**

---

**Business Name #4**

---

**Address (with Zip Code)**

---

**Federal Tax Identification Number**

---



**Exhibit H**

**M/WBE Good Faith Efforts Presentation**



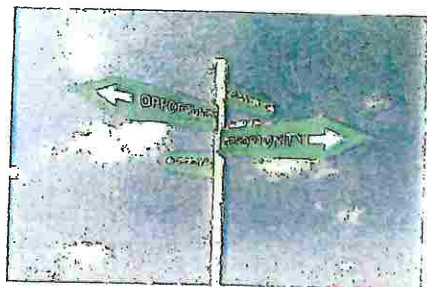
## Good Faith Efforts

BDD looks at the

- Quality
- Quantity
- Intensity

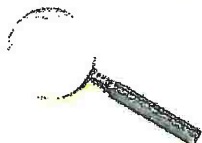
There is no set formula or checklist. Each solicitation is unique but...

## Identify Subcontracting Opportunities



## Search the Directory

Search  
Directory



- Identify NAICS Codes  
[www.census.gov/naics](http://www.census.gov/naics)
- Must include the primary  
area of work
- Search Directory  
[flystl.diversitycompliance.com](http://flystl.diversitycompliance.com)

## Searching the Directory



STL ST. LOUIS LAMBERT  
INTERNATIONAL AIRPORT

5

## Contact the Firms



- Contract Name
- Owner (St. Louis Lambert International Airport)
- Your Firm with Your Contact Information
- Specific Scope of Work
- Full Specifications and Drawings (or access to them)
- Deadline for Response

STL ST. LOUIS LAMBERT  
INTERNATIONAL AIRPORT

6



Follow Up!

= Intensity

## Document, Document, Document



- Firm Name
- Contact
- Scope Solicited
- Method of Solicitation
- Date and Time
- Response
- Comments (e.g., reasons the firm did not bid, reason firm was not selected)

## Quality

- Did you identify sufficient areas of work to meet the goal?
- Did you identify firms with appropriate NAICS codes?
- Did you vet potential partners?
- Did you negotiate?
- What are your general practices around diversity and inclusion (not limited to this bid process)?

## Quantity

- How many firms did you contact out of the available firms?

## Intensity

- How often and what ways did you contact the firms?

## Pitfalls



- Not identifying sufficient work areas
- Not including the primary scope of work in subcontracting opportunities
- Only contacting enough firms to meet the goal
- Not providing a narrative (in cases where goal is not met)
- Not providing adequate documentation to verify efforts

Contact Info

Business Diversity Development Compliance Team

[BDD Compliance Team@flystl.com](mailto:BDD.Compliance.Team@flystl.com)

314.426.8111



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