ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

SOLICITATION FOR BID FOR

SNOW REMOVAL SERVICES

BID INFORMATION

Solicitation:	Snow Removal Services The Airport is requesting bids from qualified Bidders to perform the above services.
Pre-Bid Meeting:	March 16, 2023 11:00 PM (ZOOM) RSVP to Gigi Glasper, gxglasper@flystl.com
Questions Due:	March 20, 2023
Bid Due Date:	April 6, 2023 2:00 PM
STL Contact:	Gigi Glasper Contract Supervisor Airport Properties Division (314) 890-1802 gxglasper@flystl.com

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

March 3, 2023

PROSPECTIVE BIDDERS:

Attached is the Solicitation for Bids for Snow Removal 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 **April 6, 2023 until 2:00 PM** at which time they will be publicly opened and read. Bids will be opened in the Director's Conference Room located in the Administrative Offices in Terminal 1 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 36 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 SNOW REMOVAL 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, or to advertise for new bids, or to do any combination of the above.

A Pre-Bid Meeting will be conducted on **March 16, 2023, 11:00 AM local time** via ZOOM. Pre-Bid Meeting participation is not mandatory, but is highly recommended. Please see Appendix A, Section 35 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, pursuant to Chapter 8.118 of the St. Louis City Revised Code. All inquiries regarding this solicitation are to be made in writing on or before **March 20, 2023** and should be addressed to Gigi Glasper, Contract Supervisor.

In addition to the above, Bidders should note that the MBE/WBE requirements and documents have been revised substantially. A memorandum explaining the changes made follows this cover letter. Bidders should pay particular attention to the explanation and 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 BDDComplianceTeam@flystl.com with a copy to the undersigned at gxglasper@flystl.com.

Sincerely,

Gigi Glasper
Contract Supervisor
Enclosure

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

MEMORANDUM

To: Prospective Bidders/Proposers

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

Date: 10/1/2020

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

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

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

Construction and Goods & Services

Project Goals for Construction and Goods & Services:

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

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

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

Bid Incentives for Construction, Goods and Service Contracts

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

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

Professional Services

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

15% Incentive Credit Professional Service Contracts

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

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

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

Additional Key Items Established Under Ordinance 70767:

- **Mobilization Payments**: When applicable, subcontractors may request mobilization payments not to exceed 5% of their contract from the Prime Contractor when mobilization payments are approved as a contract line item for the Prime Contractor and receive mobilization payment no later than five business days before the subcontractor is required to mobilize to start their contracted work.

- **Liquidated Damages:** Liquidated Damages will be assessed in the event M/WBE goals are not met and "good faith efforts" have not been shown. Assessed Liquidated Damages may not exceed the M/WBE goal shortfalls.

Definition of Suppliers/Regular Dealers, Manufacturers and Brokers:

- A ***Supplier or Regular Dealer*** is a firm that owns, operates or maintains a store, warehouse, equipment or other establishment in which the materials, supplies, articles or equipment of the general character descried 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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Notice of Intent To Perform As A Subcontractor/Material Supplier

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CITY OF ST. LOUIS

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

APPENDIX "A"

TECHNICAL SPECIFICATIONS

Snow Removal Services

1. DEFINITIONS

The following terms and definitions are used in this solicitation:

A. "**Agreement**" means this document, the contract to be awarded to the Successful Bidder between The City of St. Louis and the Contractor for Snow Removal Services.

B. "**Airport**" means St. Louis Lambert International Airport, together with any additions, improvements, or enlargements made from time to time, which is owned by the City and is operated for the City by the Airport Authority of the City of St. Louis, a department of the City.

C. "**Airport Authority**" means the Airport Authority of The City of St. Louis, the City department responsible for managing and operating the Airport.

D. "**Airport Representative**" means the Assistant Airport Director for Operations & Maintenance or his/her authorized or designated representative.

E. "**Bid**" means the documents and information submitted in response to this SFB as more fully described in Appendix A, Section 2.A of this SFB.

F. "**Bidder**" means a person or entity submitting a Bid under this SFB.

G. "**City**" means The City of St. Louis, Missouri, owner and operator of St. Louis Lambert International Airport.

H. "**Commencement Date**" means the date the term of the Agreement begins which is October 1, 2023 as provided for in Appendix A, Section 11 of this SFB.

I. "**Contractor**" means the Successful Bidder.

J. "**days**" means consecutive calendar days unless otherwise expressly stated.

K. "**Director**" means the Director of Airports of The City of St. Louis or his/her authorized representatives or designated representative.

L. "**Equipment**" means the Equipment listed and more fully described in Appendix A, Section 5.A that is to be repaired, adjusted, and maintained in accordance with the Provisions of the Agreement.

M. "**Expiration Date**" means the date the term of the Agreement ends which is September 30, 2026 as provided for in Appendix A, Section 11.

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 10 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. **"Medium Melter"** Capability of melting snow between 300 to 400 Tons an hour.

Q. **"Melter Minimum Seasonal Guarantee (MSG)"** Melter usage will be drawn down at the hourly rate until the MSG is exhausted; additional hours will then be billed at the hourly rate.

R. "**Minimum Onsight Required Equipment**" means the minimum inventory of equipment that must remain onsite during the Snow Removal (See Appendix A, Section 6, Figure 2.)

S. "**Mobilization Fee**" means the fee paid by the City to the Contractor for procuring, renting, preparing, maintaining, fabricating and stationing the "Minimum Onsight Required Equipment" at the Airport during the Snow Removal Season. The Mobilization Fee should be based on the Contractor's total costs or expenses including, without limitation, overhead and profit, for procuring, renting, preparing, maintaining, fabricating, and stationing the Minimum Onsite Required Equipment" at the Airport, as specified in this SFB. The Mobilization Fee will be paid by the City at the beginning of each Snow Removal Season upon receipt of an invoice from the Contractor and confirmation that all Required Equipment is in an operationally ready state in accordance with the Provisions of the Agreement. (See Appendix A, Section 15.B.)

T. "**Pre-Season Equipment Inspection**" means on the first business day prior to November 1st of each calendar year during the term of the Agreement , the Contractor shall have all "Required Equipment" staged on Airport property and ready for an inspection by the Airport Authority. The Contractor shall provide a Supervisor as well as maintenance personnel to operate said equipment.

U. "**Provision**" means the terms, covenants, conditions, warranties, and provisions of the Agreement.

V. "**Response Time**" means the Contractor will have all designated equipment and operators' available onsite, and ready to commence Snow Removal Services in accordance with the Provisions of the Agreement no more than two (2) hours from the notification from an Airport Representative unless a specified time has been provided by the Airport Representative.

W. "**Requested Rental Equipment**" means any optional equipment above and beyond the Required Equipment that the Airport Representative may require the selected contractor to rent or provide, which shall be invoiced to the Airport by the Contractor at cost plus 15% to cover the administration, handling and preventive maintenance fees.

X. "**Required Equipment**" means all of the equipment described and listed in Appendix A, Section 6, Figure 1.

Y. "**Snow Removal Season**" means the period of time beginning on November 1 and ending on April 1 of each calendar year during the term of the Agreement.

Z. **"Small Melter"** Capability of melting snow between 130 to 200 Tons an hour.

AA. "**Solicitation For Bid**" or "SFB" means this request for bids.

BB. "**Successful Bidder**" means a responsive and qualified Bidder submitting the lowest and best bid as determined by the City in accordance with the provisions of this SFB.

2. SOLICITATION

A. Bid Award

1. The City will select the Successful Bidder on the basis of the lowest and best Bid submitted on Appendix C, Bid Forms, 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 City's Airport Commission and its Board of Estimate and Apportionment must approve the Successful Bidder as well as the Provisions of the Agreement. The City reserves the right to award a contract to a qualified and responsive Bidder that submits the lowest and best Bid as determined by the City in its sole discretion. During the evaluation process of bids for construction, goods, and other services for contracts in the amount of $300,000 or less, a five percent (5%) bid discount shall be applied to Bids submitted by 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.

B. Disqualifications

1. 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 Snow Removal 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 disqualify any Bidder and reject any Bid if, in the City's sole judgment or 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 competence and ability to perform the scope of work or service;
   b. the Bid, or contracting with the Bidder, is not in the City's best interest.

3. 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");

4. 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.

5. 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.

6. The City reserves the right to take one, all, or any combination of the following actions:
   a. Reject any or all Bids;
   b. Advertise for new Bids;
   c. Cancel this SFB.

7. 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.

8. 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, exhibits, and 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

1. 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 any contract entered into pursuant to this advertisement, 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 an award.

3. QUALIFICATIONS

A. Bidder shall provide as part of its Bid, a written synopsis, which illustrates that the Bidder has the experience and qualifications required in this SFB and satisfies the minimum experience requirements of this SFB. The term "Large Scale" as used in this SFB means an operation requiring a minimum of twenty-five pieces of equipment or an operation covering a continuous

area of at least two million (2,000,000) square feet (See Bidder's Checklist, Item 10). All Bidders, at a minimum must satisfy the following qualifications:

1. Bidder must have a minimum of eight (8) years of experience within the last nine (9) years as a company working in the business of and performing Large Scale Snow Removal Services of the nature described herein at a Small Hub, Medium Hub or Large Hub Airport, as classified by the FAA.
2. The airport(s) listed by the Bidder in response to 3.A above, must have been designated as a Small Hub, Medium Hub or Large Hub commercial airport during the time that the Bidder performed operations at the airport.
3. The City will not accept the experience of individual employees or combinations of employees as company experience.
4. 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 9.)
5. 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 9.
6. Bidder must submit, at a minimum, three (3) business references, including contact name, email address, telephone number, and mailing address. These references must be from customers for whom the Bidder has provided Snow Removal Services of the same nature and type described in this SFB. (See Bidder's Checklist Item 8.)
7. 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:
    a. Any termination for cause of a Snow Removal Services contract in which the Bidder or the Bidder's affiliates, are or were a party to; and
    b. 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.
    c. Bidder must include as part of its Bid copies of any termination notices, debarment notices, complaints, or reports, finding of fact or law, rulings or decisions of debarment. (See Appendix A. Section 2.C.)
    d. For purposes of this Section 3.G, an "affiliate(s)" means a person or entity that directly or indirectly thorough one or more intermediates controls, or is controlled by, or is under common control with, the Bidder.
8. 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 contemplated herein;
2. carefully read the specifications; and
3. inform itself fully of the conditions under which the work is to be performed.
4. 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

A. Contractor will furnish the "**Snow Removal Services**" contemplated herein on call, twenty-four (24) hours a day, seven (7) days a week, including weekends and Holidays as ordered and directed by the Airport Representative subject to and in accordance with the Provisions of the Agreement. All equipment used in the performance of the Agreement will be operated at all times by a qualified equipment operator. The Contractor may be required to perform Snow Removal Services anywhere on Airport property; however, the primary areas anticipated to be cleared by the Contractor's equipment are, without limitation, as follows:

1. AREA #1 – Apron area/CHARLIE PAD from TWY SIERRA to AREA #3 (475,000 sq. ft.).
2. AREA #2 – Apron and gate areas from Gate A-3 to Gate A-18 to west and south limits of pavement (392,500 sq. ft.).
3. AREA #3 – Apron and gate areas from Gate A-18 to Gate B-12 to North edge of pavement and AREA #1 (662,500 sq. ft.).
4. AREA #4 – Apron and gate areas from Gate B-12 to Gate C-12 to north edge of pavement (455,000 sq. ft.).
5. AREA #5 – Apron and gate areas from Gate C-12 to Gate C-34 to north edge of pavement (560,000 sq. ft.).
6. AREA #6 – Apron and gate areas from Gate C-34 to Gate C-25 to LIMA PAD and to Apron Service Road (1,320,000 sq. ft.).
7. AREA #7 – Apron and gate areas from Gate C-25 to Gate D-16 to Gate C-1 (600,000 sq. ft.).
8. AREA #8 – Apron and gate areas from Gate D-16 to Gate E-34 to Apron Service Road (480,000 sq. ft.).
9. AREA #9 – Apron and gate areas from Gate E-34 to Gate E-18 to edge of Movement Area (1,000,000 sq. ft.).
10. AREA #10 – Apron and gate areas from Gate E-18 to east of edge of pavement to edge of Movement Area (700,000 sq. ft.).
11. 2.5 miles of two-lane undivided elevated ramps, entrance/exit road access for Terminals 1 and 2.

12. .5 Miles of two-lane individual elevated ramps, entrance/exit road access for Terminals 1 and 2.
13. Other service roads, public access roads, loading dock areas, Fire Department apron areas and vehicle parking areas as directed by the Airport Representative (1,340,000 sq. ft.).
14. Tug Road and Vehicle Service Road that runs from Gate 17S to Gate 7S
15. Tug Road North and South of Cargo City East of Gate 7S Airside
16. Perimeter Road within the AOA (12 miles of pavement)
17. Terminal One and Terminal Two sidewalks to include Metro link platforms
18. Airport Office building sidewalks
19. Busport sidewalks

All areas, locations and sizes are subject to change. All measurements given are approximate and should be considered as such for planning purposes. The drawings (see Exhibit G entitled "Maps", which is attached hereto and incorporated herein) show the general layout of the areas in which the Contractor can expect to provide the Snow Removal Services as ordered and directed by the Airport Representative in accordance with the Provisions of the Agreement. Exhibit G may be amended or modified by the City at any time without the Contractor's approval by giving the Contractor written notice.

B. All operating equipment will be under direct supervision of the Contractor's supervisors/foremen who will be under the direction of the Airport Representative.

C. The Contractor shall provide all necessary management, supervision, labor, tools, equipment, materials, vehicles, plants, mulch and any other such items required to complete any or all of the following service task(s) at any or all of the designated Airport service areas as set forth within this scope of work.

1. Services may include but not limited to; landscaping maintenance, watering, mulching, grading, mowing, cleaning, decorations, trimming, as well as the instillation of plants and materials.
2. Submission of services with this proposal for Supplies, Equipment, laborers and other employees provided by the Contractor may not exceed a mark- up of 10%. Receipts for materials purchased will be required if requested by the Airport. Materials will be of the best quality.

6. EQUIPMENT

A. The Contractor will maintain at all times a current and detailed **"Equipment List"** identifying the required pieces of equipment in a form acceptable to the Airport Representative. Contractor will provide a copy of the Equipment List to the Airport Representative upon his/her request. Contractor shall promptly and timely call up additional pieces of equipment, if so required by Airport Representative, in accordance with and subject to the Provisions of the Agreement. Listed below in **Table 1** is a listing of the "**Required Equipment**" under the Agreement as well as the number of required Supervisors and Mechanics:

"Required Equipment" Type/Size	**Pieces**
Truck with minimum 2.1 cu.yd. spreader and 8 ft. plow	8

Truck with minimum 8 cu.yd. spreader and 10 ft. plow	3
Front End Loader with minimum 4.2 cu.yd. bucket	7
Skid Steer Loader/Snow Bucket and/or 10 ft. plow (four skid steers must have broom attachments as well as 10 ft plows)	13
16 ft. Ramp Pusher Plow	6
28 ft. Ramp Pusher Plow	8
Small Melter	1
Medium Melter	1
Tandem Dump truck with 12 cu.yd. capacity	30
Supervisor (see Appendix A, Section 7 entitled "Personnel")	5
Mechanic	2

Table 1

B. **Pre-Season Equipment Inspections** - On the first business day prior to November 1st of each calendar year during the term of the Agreement, the Contractor shall have all Required Equipment on Airport property and ready for an inspection by the Airport's mechanics and personnel for the purpose of verifying that the Required Equipment is available and in serviceable condition and ready to respond to events in accordance with the Provisions of the Agreement. Airport mechanics and personnel will be using Airport inspection forms provided by the Airport Representative. The Contractor's mechanic must also be onsite during the Pre-Season Equipment Inspection.

1. Required Equipment not part of the "Minimum Onsite Required Equipment" may be removed by the Contractor after it has been found acceptable by the Airport Representative.

C. **In-Season Staging** - Contractor acknowledges and agrees that the Minimum Onsite Required Equipment must remain onsite during the Snow Removal Season (November 15th to April 1st). The remaining Required Equipment may be removed from the Airport by the Contractor after the Pre-Season Equipment Inspections have been completed by the Airport and the equipment found acceptable by the Airport Representative in accordance with the Provisions of the Agreement. It being understood and agreed that any Required Equipment being removed by the Contractor must still satisfy the required Response Time, as provided for in the Agreement. The Airport Representative may authorize requests received in writing including emails for an occasional and infrequent deviation from the requirement that the Minimum Onsite Required Equipment remain at the Airport during the Snow Removal Season. The Minimum Required Onsite Equipment is more fully described below in **Table 2**.

"Minimum Onsite Required Equipment" On-Site Nov 15th through April 1st	**Pieces**
Truck with minimum 2.1 cu.yd. spreader and 8 ft. plow	4
Truck with minimum 8 cu.yd. spreader and 10 ft. plow	1
Front End Loader with minimum 4.2 cu.yd. bucket	4

Skid Steer Loader/Snow Bucket and/or 10 ft. plow (four skid steers must have broom attachments as well as 10 ft plows)	4
16 ft. Ramp Pusher Plow	1
28 ft. Ramp Pusher Plow	5
Small Melter	1

Table 2

D. Sidewalk Crew

1. The Contractor will be required to station the Sidewalk Crew on or nearby the Airport in a location approved by the City, in order for the "**Sidewalk Crew**" to be ready to timely initiate Snow Removal Services within the required Response Time. Where an advance specified time cannot be given, the **Contractor will meet a Response Time of no more than two (2) hours from the time of notification.** The Contractor acknowledges and agrees that the Sidewalk Crew may be called to initiate Snow Removal Services as a group separate from the Ramp or Road Crew. The Airport reserves the right to cancel a callout without penalties within two (2) hours of the proposed start time. If the Sidewalk Crew is called into action, the City guarantees that the Contractor will be paid for four (4) hours of work at a minimum should the call out be terminated early. The Sidewalk Crew Required Equipment for Level 1, Level 2 and Level 3 are more fully described below in **Table 3**

"Sidewalk Crew"	Level 1	Level 2	Level 3 (Total)
Laborer	6	8	10
Supervisor	1	1	1

Table 3

E. Road Crew

1. The Contractor will be required to station the Road Crew Required Equipment listed below on or nearby the Airport in a location approved by the City, in order for the "**Road Crew**" to be ready to timely initiate Snow Removal Services within the required Response Time. Where an advance specified time cannot be given, the **Contractor will meet a Response Time of no more than two (2) hours from the time of notification.** The Contractor acknowledges and agrees that the Road Crew may be called to initiate Snow Removal Services as a group separate from the Ramp Crew. Additionally, the Skid Steer units may or may not be utilized during a Level 2 & Level 3 activation, and their use is at the discretion of the Airport Representative. The Airport reserves the right to cancel a callout without penalties within two (2) hours of the proposed start time. If the Road Crew is called into action, the City guarantees that the Contractor will be paid for four (4) hours of work at a minimum should the call out be terminated early, unless a specific piece arrived late. The Road Crew Required Equipment for Level 1, Level 2 and Level 3 are more fully described below in **Table 4**.

"Road Crew Required Equipment"	Level 1	Level 2	Level 3 (Total)
Truck with minimum 2.1 cu.yd. spreader and 8 ft. plow	4	6	8
Truck with minimum 8 cu.yd. spreader and 10 ft. plow	1	2	3
Skid Steer Loader/Snow Bucket and/or 8 ft. plow	0	2	3
Supervisor	1	1	1

Table 4

F. Ramp Crew

1. The Contractor will be required to station equipment on or nearby the Airport in a location approved by the City, in order for the **"Ramp Crew Required Equipment" (Level 1, Level 2 or Level 3)"** to be ready to timely initiate Snow Removal Services within the required Response Time. Where an advanced specified time cannot be given, the **Contractor will meet a Response Time of no more than two (2) hours from time of notification**. The Airport reserves the right to cancel a callout without penalties within two (2) hours of the proposed start time. If the Ramp Crew is called into action, the City guarantees that the Contractor will be paid for four (4) hours of work at a minimum should the call out be terminated early, unless a specific piece of equipment arrived late. The Ramp Crew Required Equipment for Level 1,Level 2 and Level 3 are more fully described below in **Table 5**.

"Ramp Crew Required Equipment"	Level 1	Level 2	Level 3 (Total)
Front End Loader with minimum 4.2 cu.yd. bucket	2	4	7
Skid Steer Loader/Snow Bucket and/or 10 ft. plow	6	8	10
16 ft. Ramp Pusher Plow	2	4	6
28 ft. Ramp Pusher Plow	6	8	8
Supervisor	2	3	5
Mechanic	2	2	2

Table 5

G. Snow Pile/Melter Crew

1. The Contractor will be required to station the Snow Pile Crew Required Equipment on or nearby the Airport in a location approved by the City, in order for the "**Snow Pile/Melter Crew**" to be ready to timely initiate Snow Removal Services within the required Response Time. Where an advance specified time cannot be given, the Contractor will meet a Response Time of no more than two (2) hours from the time of notification. The Contractor acknowledges and agrees that the Snow Pile/Melter Crew may or may not be called to initiate Snow Removal Services as a group separate from the other crews. Additionally, the 2 pieces of equipment for the "Snow Dump" crew may be called in individually, and will only be called in when necessary, as determined by the Airport Representative. The Airport reserves

the right to cancel a callout without penalties within two (2) hours of the proposed start time. If the Snow Pile/Melter Crew (or Snow Dump Crew) is called into action, the City will pay the Contractor for four (4) hours of work at a minimum should the call out be terminated early, unless a specific piece of equipment arrived late. The Snow Pile Crew Required Equipment for Level 1, Level 2 and Snow Dump are more fully described below in **Table 6.**

"Snow Pile Crew Required Equipment"	Level 1	Level 2	Snow Dump
12 ft. Ramp Pusher Plow	0	0	2
Front End Loader with minimum 4.2 cu.yd. bucket	3	5	1
Tandem Dump truck with 12 cu.yd. capacity (see section J.1)	15	30	0
28 ft. Ramp Pusher Plow	6	8	8
Small Melter	1	1	0
Medium Melter	1	1	0
Supervisor	2	3	5
Mechanic	2	2	2

Table 6

H. Auto Shop Department Support (Labor)

1. Provide full-time Auto Shop support embedded within the City's Airport Auto Shop department, when requested. It is anticipated that the Airport's Auto Shop department would need one full-time equivalent Mechanic 1 and one Mechanic 2.
2. Mechanic 1: Qualified to maintain airport equipment, fleet equipment and heavy trucks. Mechanics 1 will be supplied by Oshkosh Company or trained in Oshkosh Snow Equipment and well skilled in maintaining Oshkosh diesel-powered, medium, and heavy-duty trucks to include but not limited to diesel engines, air brakes, and hydraulic systems diagnostics and repair.
3. Mechanic 2: MB Company certified mechanic to maintain the airport's multitasking snow plows. Mechanics 2 will be a supplied by MB Company or trained in MB Company Airport Snow Equipment and well skilled in maintaining diesel-powered, medium, and heavy-duty trucks to include but not limited to diesel engines, air brakes, and hydraulic systems diagnostics and repair.

I. All equipment will be rubber tired and equipped with adequate lights, including front headlights, rear taillights and stoplights, and roof mounted amber rotating beacon light. All equipment will be of heavy-duty manufacture comparable to the standard construction equipment utilized in the St. Louis metropolitan area.

J. The Contractor at its cost will provide on-site, a work trailer with telephone service and any facilities reasonably necessary or required for the proper and safe operating, servicing and repair of its equipment.

K. All of the Contractor's equipment will be kept in good and safe operating condition and present a neat appearance. The Contractor, at its cost, will clean maintain, and make easily identifiable, all its equipment as directed by the Airport Representative. All replacement, maintenance and repair costs related to the Contractor's equipment will be borne by the Contractor.

L. The City reserves the right to inspect any or all snow removal equipment at any time. Contractor agrees that all discrepancies found by the Airport Representative will be promptly and timely corrected within two (2) weeks, at the Contractor's cost.

M. Substitution of Equipment

1. The Contractor, may substitute alternate pieces of equipment in place of the required equipment listed in Appendix C provided that the alternate piece(s) of equipment are acceptable for use in an aviation environment and satisfy the requirements for substitution set out below. The City at its sole and absolute discretion, will determine whether a substituted piece of equipment is acceptable for use in an aviation environment and satisfies the requirements set out below. Any such substitutions after this Agreement goes into effect must be approved in advance and in writing by the Airport Representative. Contractor must provide written documentation showing that any equipment being substituted is acceptable for use in an aviation environment and meets the following conditions:
2. Proposed equipment's performance must equal or exceed that of the Required Equipment listed on Appendix C; and
3. Proposed equipment must provide a significant cost savings to the Airport when compared to the Required Equipment listed on Appendix C.

N. The Contractor shall, for planning purposes, push the snow in the snow collection zones to the designated snow pile areas and commence hauling operations as shown in **Exhibit G** entitled "Maps." The Contractor understands that the dynamics of Snow Removal Services in and around moving aircraft may necessitate the Airport Representative altering the plan during any snow and ice event.

O. The Contractor shall for planning purposes, utilize the following for hauling snow from the snow collection zones to the designated storage area at the old MoANG ramp, south of Lambert International Boulevard. The Contractor understands that the dynamics of snow removal services in and around moving aircraft may necessitate the Airport Representative altering the plan during any snow and ice event.

1. As stated, the current snow storage area is the old MoANG north of LIB and on the south side of the airfield. If an additional or different snow storage area is needed, the Airport will require the Contractor to utilize a different snow storage location, and may require the Contractor to provide additional (or less) Dump Trucks, subject to the rate for such in Appendix C.
2. All trucks loaded in Areas 1, 2, 3, 4 5, 6, 7, 8, 9, and 10 to use Perimeter Gate 18S on the West end.

P. Snow will be placed at designated the storage area on the MoANG ramp, or as determined by the Airport Representative.

7. PERSONNEL

A. Prior to the performance of any work under the Agreement, the Contractor shall supply the Airport Representative with telephone numbers of four (4) **"Supervisory Personnel"** who are on call twenty-four (24) hours a day, seven (7) days a week, including Holidays during the Snow Removal Season. The Contractor shall designate one responsible manager who will be in charge of checking and directing all of the Contractor's equipment involved in Snow Removal Services at the Airport (the "**Equipment Supervisor**"). When called, the Equipment Supervisor shall timely report to the Airport's Snow Crew Leader at the equipment staging area for instructions. The Equipment Supervisor shall report any property damage or personnel injuries immediately after it occurs to the Airport Representative.

B. The Contractor, will provide and invoice the City for qualified mechanics for the duration of each snow call, to maintain a rate of performance and amount of work acceptable to the Airport Representative. Contractor, at his/her own cost, will employ qualified mechanics at times other than snow calls if that is necessary to keep the equipment in a safe, operable and ready condition.

C. The Contractor will provide at its cost, four-wheel drive vehicles separate from the actual snow removal equipment, and equipped with adequate lights, a roof mounted green rotating beacon, and two-way radio on company frequency for supervisor personnel.

D. All Contractor's personnel will obtain, at Contractors cost, an Airport Photo Identification Badge in accordance with Appendix A, Section 25 and 49 CFR Part 1500 as may be amended from time to time ("TSA 1500"). Any and all violations pertaining to Airport Security resulting in a fine or penalty will be the responsibility of the Contractor (see Appendix A, Sections 13.B & 25).

E. The Contractor will designate one supervisor to act as the "Supervisor Point of Contact". The Supervisor Point of Contact must be provided with an 800 mhz radio during an event to have contact with the Airports Operations Center at all times. The Supervisor Point of Contact must remain on the airfield and in contact with the Airport's Operation Center 24/7 during an event.

F. The Contractor will be responsible for insuring that all supervisors' vehicles are equipped with a Portable FAA approved Handheld NAV/COM Aviation Radio capable of monitoring ground control (121.9).

G. Contractor will insure that all front-end loader operators provided by the Contractor must have at a minimum not less than two (2) years of experience operating a front-end loader. When requested by the City, the Contractor shall promptly and timely provide the Airport Representative with proof of such experience.

H. The Contractor must employ only competent and efficient workers. Whenever, in the opinion of the Director or an Airport Representative, any worker is careless, incompetent, violates safety or security rules, or fails to follow the safety requirements set forth in the Agreement, Contractor will promptly remove that worker from the Airport and will not use that worker again on Airport property (see Appendix A, Section 17 entitled "Replacement of Personnel").

8. TRAINING

A. All Contractors and subcontractors are required to take annual airport safety ramp training prior to the start of each Snow Removing Season. The Contractor is responsible for maintaining all records for its own and subcontractor's employees. No contractors or subcontractors will be allowed to drive on the airfield if they have not attended the annual safety ramp training.

B. The annual ramp safety training will be provided on multiple days and times to insure all contractors attend. The class can last up to two hours in length and will be held in the B Concourse safety training room.

C. A maximum of 4 hours will be paid to attend training at the worker hourly rate of $35/hour.

9. HOURS OF OPERATION

A. The Contractor agrees to the following:
   1. Time, for billing purposes, begins at the designated Response Time as directed by the Airport Representative. Time ends when Snow Removal Services cease upon direction of the Airport Representative.

   2. Only the Airport Representative or his/her authorized representative will decide when to halt Snow Removal Services and when the Contractor should secure its equipment.

   3. The Contractor will not permit any operator to be on duty for an extended period so as to affect the safety of Snow Removal Services. Contractor agrees that under no circumstances will the Contractor permit an operator to be on duty for more than twenty-four (24) consecutive hours without a rest period of not less than twelve (12) hours following.

10. EXTRA WORK

A. At the written request and direction of the Director, additional Snow Removal Services work, or modifications, additions, or extras ("**Extras**") may be required. The fee or charge for Extras will be agreed upon in advance in writing on a case-by-case basis. See Appendix A, Section 15.D. 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 15.L.)

B. Any work not specified in the Agreement that may be reasonably implied as included in the Agreement will be done by the Contractor without extra charge. The Director shall solely make such determinations regarding reasonably implied work and Extras.

   1. The Contractor will perform all Extras that may be requested or ordered in writing by the Director. No Extras shall be performed unless 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 15th 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) that have been reviewed and approved previously by the Contractor.
5. Extras will be paid for based on 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 15.E.)

11. TERM

A. The term of the Agreement will be for thirty-six (36) months beginning on the Commencement Date specified below and ending 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": **October 1, 2023** **"Expiration Date":** **September 30, 2026**

12. ADMINISTRATIVE PROCEDURES

A. Before commencing work under the Agreement, 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 must meet the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services required by the Agreement. All work will be executed in the most workman-like, safe and substantial manner. The Contractor will furnish everything necessary to complete and perfect the aforesaid work contemplated herein according to the design and intention, whether particularly specified or 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 the Contractor's name and telephone number (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 in accordance with all applicable local, state, and federal laws and regulations. St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; The City of St. Louis, Missouri; and their respective officers, employees, and agents are not responsible or liable for, in any way whatsoever, any hazardous condition created by, arising out of, or incidental to the Snow Removal 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 at all times, have ample equipment to properly and safely carry out the required work including such tools or equipment as may be necessary to meet emergency requirements.

G. The Contractor 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 entitled "Assignment and Subcontracting"). 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 and 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 under the Agreement may be on an active airport. If so, 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.)

K. In case of an emergency, the Director, Deputy Director of Operations and Maintenance, or designee will have authority to order the Contractor to immediately terminate work and clear the area of personnel and equipment. The Contractor will immediately comply with 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 related to the proper performance of the Agreement, and his decisions will be final, except as provided for in Appendix A, Section 19.

M. The City reserves the right to solicit bids and award contracts to other contractors for any modifications or additions to the Snow Removal Services. The City reserves the right to furnish

components, parts, supplies, and materials at its discretion or to perform the work contemplated herein or to hire other contractors to perform the work contemplated herein. (See Appendix A, Sections 15.I. and 29.G.)

13. 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 applicable Airport Security Regulations, Airport Security procedures, and TSA 1500 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.

14. REPAIR OF DAMAGE

A. The Contractor will promptly report any property of the City or third parties damaged by Contractor's or subcontractor's operations or employees. The Contractor will not make repairs or replacements to City property without prior written approval of the Airport Representative.

B. In all instances where any property and/or equipment is damaged by Contractor or subcontractor employees, a full report, including pictures of the incident and extend of such damage, shall be submitted in writing to the Airport Representative within 24-hours of the occurrence.

C. The Contractor is responsible for the repair of all damages resulting from its activities while working onsite, including any damages caused by incorrect cleaning techniques. If the Contractor is not able to or otherwise fails to make such required repairs, the Airport will have the

right to accomplish these repairs and deduct the costs from the Contractors next scheduled payment.

D. The Contractor is responsible for taking the action necessary to protect Airport-issued supplies, materials and equipment from loss, damage and/or theft.

15. PAYMENTS

A. The Contractor shall submit to the Airport Representative for payment by the City, a **monthly itemized hourly invoice and supporting documentation for work or services performed during the previous month** under the Agreement at the rates, charges, and amounts outlined in the attached Appendix C, subject to and in accordance with the Provisions of the Agreement. The monthly itemized hourly invoice and supporting documentation shall be in a form acceptable to the Airport Representative.

B. Invoices will be submitted to the Airport Accounting Department at: AirportAccountsPayable@flystl.com

C. The invoice must include:

1. Contract number;
2. Ordinance number;
3. Type of Equipment;
4. Service(s) performed;
5. Date service was performed;
6. Starting Time;
7. Ending Time;
8. Monthly amount owed by the City;
9. Subcontractor invoice(s);

D. The Contractor shall also provide such other documentation or proof of payment reasonably required by the Airport Representative (see Sections 4.C & 4.D).

E. For Extras authorized in writing by the Director, the Contractor will invoice the City the actual labor, parts, and materials required to complete the modifications or additions authorized in writing by the Director as set out in Appendix A, Section 10.

F. Contractor agrees that the payment for performance will be the Monthly Service Charge unless otherwise agreed to in writing by the City, as outlined in Appendix "C," except as provided for below. Payments for Extra Work ordered by the Director in writing will be at the rates or amounts as provided for in Appendix "A," Section 6. All payments by the City are contingent upon the appropriations of sufficient funds by the City annually.

G. Contractor acknowledges, covenants, stipulates and agrees that the Contractor will only be paid for work performed within the scope of work contemplated herein. If work is not performed in a specific area(s) or a task(s) is not performed, as outlined in Appendix C, Contractor will not be paid for that work, task and/or location.

H. Acceptance by Contractor of the final payment will constitute payment in full for all work done.

I. 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. (See also Appendix A, Sections 12.M and 29.G.)

J. 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.

K. At the beginning of each Snow Removal Season but after the successful required Equipment Pre-Season Inspection (November 1 of each year), the Contractor shall submit to the Airport Representative for payment by the City, an invoice for the annual Mobilization Fee charged by the Contractor. (Bidder shall bid a Mobilization Fee for Contract Year 1, Contract Year 2, and Contract Year 3 as provided for on Appendix C.)

L. The total Contract Not-To Exceed Amount of the Agreement is $_____ (TO BE DETERMINED). The Contractor understand and agrees that any increase in the Contract Not-To-Exceed Amount of the Agreement would require a formal amendment to the Agreement.

16. NOTICE OF LOSS OR CLAIMS

A. The Contractor will indemnify, defend, and save harmless St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City of St. Louis, Missouri, and its Board of Aldermen and Airport Commission; and their officers, employees, and agents and their respective officers, agents and employees (the "Indemnified Parties") from all suits or actions, or losses brought against or suffered by the Indemnified Parties 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, subcontractors, 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 Contractor or its employees, representatives, subcontractors, or agents (see Appendix B, Section 1 entitled "Insurance and Indemnification").

B. The Contractor will indemnify, defend, and save harmless the Indemnified Parties 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 will 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.

17. REPLACEMENT OF PERSONNEL

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

18. 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 18, 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.

19. RIGHT OF REVIEW

A. 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 12.L.)

20. GOVERNING LAW AND FORUM SELECTION

A. The Agreement is entered into in the State of Missouri, and Missouri law, the City's Charter, and City ordinances, 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 before a court sitting in competent jurisdiction within The City of St. Louis, Missouri. Bidder and the City consent to the jurisdiction and venue of such courts. The provisions of this section survive the expiration or early termination of the Agreement.

21. WAIVERS OF LIEN

A. Upon completion of all work, 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.

22. FACILITIES PROVIDED BY THE AIRPORT

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

23. 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. The precautionary measures the Contractor will undertake include but are not limited to: placing watchmen; erecting barricades and railings; giving warnings; using display lights, signals, or signs; and undertaking precautions against fire, or electrocution; and taking other precautions as may be necessary, proper, and desirable.

B. Contractor shall comply with Social Distancing guidelines in effect at such time that are recommended by the CDC in coordination with the Airport Representative.

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.

24. STORAGE AND STAGING AREA

A. The Airport Representative will assign space for the purposes of storing and transferring ("**Transfer Area**") in writing, if applicable. If assigned, the Transfer Area will be used for storage of the Contractor's equipment 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 space will be based on availability of space.

B. The Contractor will be responsible for the security of its equipment and will maintain and improve the Transfer Area as directed by the Airport Representative. The City 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, or supplies, or other personal property.

C. City will provide the right of ingress and egress to all areas required in the performance of the Contractor's services.

25. BADGING

A. All Contractor's and subcontractor's employees performing work under the Agreement *must* be issued, and *must* maintain, an unexpired Airport ID Badge issued by Airport Security Operations. The Airport will not escort Contractor or subcontractor employees into secured areas.

B. The Contractor will comply with all applicable federal, state, and local governmental laws and regulations and rules and regulations, as more fully described in Appendix A, Section 13.A.

C. The Contractor at its cost will supply and update as needed for the Airport Security Operations, 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 Security Operations. 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 classes required by the Airport, at Contractor's expense.

E. The Contractor will bear the cost of providing new and/or renewal badge for the Contractor's and subcontractor's employees performing work 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, computer-based training 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 this Agreement. For information concerning

Badging, visit: https://stlairportal.flystl.com/security-operations

F. Upon expiration or termination of Agreement or termination of employment of any Contractor or subcontractor employees working under this Agreement, *all Airport-issued keys* and *Airport-issued ID Badges* shall be immediately surrendered to the Airport Representative or Airport Security Operations.

G. In the event of the Contractor's or subcontractor's badge loss, as a result of excessive lost or non-returned badges, the Contractor will be responsible for ***all*** costs associated with re-badging including, but not limited to, purchasing replacement badge stock.

H. For keys that are not returned or are deemed lost, Contractor shall be charged $500.00 per key plus the cost of re-keying all doors accessible with the lost/non-returned key.

I. Contractor's or subcontractor's employees assigned to work in or who 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.

J. 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 13.B.)

K. All employees that are granted and accept Airport Identification Badges at the Airport are subject to search of their persons and property when entering, when exiting, or while in the Air Operations Area (AOA), to include cargo bays and aircraft hangars, other Security Identification Display Areas (SIDAs), and sterile areas including concourses. **Employees are required to use stadium-approved clear backpacks or clear tote bags to carry personal belongings when in the aforementioned regulated areas.** Employee screening may be conducted by the Transportation Security Administration (TSA), the Airport Police Department, or contract security. Compliance with employee inspections is mandatory. Failure to comply may result in suspension or revocation of the employee's Airport-issued ID badge.

L. During the hours the TSA Screening Checkpoint is open, all employees are required to enter through the TSA Screening Checkpoint. No other access is authorized.

M. If the Contractor is providing or utilizing employee lockers or similar area for personal belongings on premises, the Contractor shall be responsible to conduct random security inspection searches of lockers at the Contractor's expense, no less than every three (3) months. Notification of inspections should be given to the Airport Police Department and an inspection log and report shall be given to Security Operations.

26. UNIFORMS

A. Contractor, at its cost, will provide uniforms for all employees and personnel performing work under this Agreement. Such uniforms are to bear the company's name and be approved by the Airport Representative in writing.

B. Contractor employees and personnel performing work outside of this Agreement, but on Airport property for Airport airlines, tenants or partners, must wear different colored uniforms, bearing the company's name, approved by the Airport Representative.

27. PERFORMANCE & PAYMENT BOND

A. At or prior to the execution of the Agreement, the Successful Bidder or Contractor(s) will immediately execute a Performance Bond and a Payment Bond each in the amount of Fifty Thousand Dollars ($50,000.00) 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 27. The Contractor will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds and/or Payment Bonds and if the Contractor's Performance Bonds and/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 27. Any sum or sums derived from said Performance Bond and/or Payment Bond 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 for the Bid submitted by the Bidder. (See Bidder's Checklist Item 2 and **Attachment 1**, entitled "Proposal to Bond Form" incorporated herein.)

28. 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 2000, as amended (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 11. 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 10.) Failure to submit this declaration with your Bid will result in rejection of the Bid. 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 G) 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/.

29. 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 entitled "Right to Audit Clause")

G. The City retains the right to receive bids and award contracts on any modifications, deletions, or additions to the Snow Removal Services contemplated herein. In addition, the City retains the right to furnish materials or supplies at its discretion, or perform for itself any work, or hire other contractors to perform the work contemplated herein. (See Appendix A, Sections 8.M and 11.I).

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 29.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.

M. The Agreement will become effective and binding only upon the execution and delivery hereof by the City and Contractor. The Agreement and any companion document or instruments referred to herein, may be executed in any number of counterparts, each of which will be original, but all of which will constitute one document or instrument or instrument, and it will constitute sufficient proof of the Agreement to present any copy, electronic copies or facsimiles signed by the parties hereto.

30. 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.

B. Subject to and in accordance with Chapter 6.20.010.A of the Revised Code of The City of St. Louis, such fringe benefits may include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, costs of apprenticeship or other similar programs and other bona fide fringe benefits to be provided by the service contractor and not otherwise required by federal, state or local law. The term "minimum prevailing fringe benefits "may include any contributions of fringe benefits equivalent to the foregoing or differential payments in cash.

C. Contractor shall keep full and accurate records identifying the names and classification of every service employee employed by them in the performance of the Agreement, together with an accurate record of the number of hours worked by each employee and the actual wages and fringe benefits paid therefor. Said records shall be open to inspection by the Comptroller of the City or his/her authorized representative at any reasonable time and as often as may be necessary and such records must not be destroyed or removed from their customary location for the period of one (1) year following the completion of the work under this Agreement.

31. MEDIA INQUIRIES / ADVERTISING

A. If contacted by any media entity or other third party ("**Media Entity**") about the Agreement or the services 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 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.

32. CUSTOMER SERVICE

A. 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:

1. Demonstrate excellent customer service at all times when in contact with users of the Airport.
2. 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.
3. Help ensure that travelers have a positive Airport experience and at all times, behave in a businesslike and professional manner while on Airport property.
4. 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.
5. 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.

33. INSPECTIONS

A. The Airport Representative will at all times have free access to Contractor's worksites, equipment, and shops 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 if Contractor's services meet required standards. Contractor will be required to timely and promptly make any improvements required by the Airport Representative at no additional charge to the City. (See Appendix A, Sections 5 and 12.)

34. FAILURE TO PERFORM

A. If the Airport Representative determines at his/her sole discretion that the quality or quantity of any work required to be performed under 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 12.C and 12.L.).

B. 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.

C. 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 three (3) 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

D. During the three (3) 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 three (3) working days and the Contractor promptly and with due diligence takes prompt and appropriate corrective action and diligently purses until the failure is corrected to the City's reasonable satisfaction (see also Appendix B, Section 2 entitled "Cancellation").

35. PRE-BID MEETING

A. A pre-bid meeting will be held via ZOOM on March 16, 2023 at 11:00 AM. Participation in the Pre-Bid Meeting is not mandatory, but is highly encouraged. If you have questions regarding the meeting or wish to participate, please email Ms. Glasper at gxglasper@flystl.com. The link for the meeting is:

Hi there,

GIGI GLASPER is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

One tap mobile: US: +1408-961-3927,,87192449847# or 1855-758-1310,,87192449847# (Toll Free)

Meeting URL: https://flystl.zoom.us/j/87192449847?pwd=RHdtdytlSHJwVm9KQlc1V1oxNVArQT09

Meeting ID: 871 9244 9847

Passcode:294667

Join by Telephone

For higher quality, dial a number based on your current location.

Dial: +1 408-961-3927 US
1 855-758-1310 US Toll-free

Meeting ID: 871 9244 9847

International numbers

36. BID SUBMITTAL

A. Written or Electronic Bids will be received up until the hour of 2:00 PM, April 6, 2023. All Bids may submitted in one of the following ways:

B. Written proposals must be addressed and delivered to:

Gigi Glasper, Contract Supervisor
St. Louis Lambert International Airport
Airport Properties Division
10701 Lambert International Boulevard, MTN 2501
St. Louis, Missouri 63145

One 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. Glasper at the address provided above, with the words **"Snow Removal 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

C. Electronic Bids may be addressed and sent via email to: Gigi Glasper gxglasper@flystl.com. With a copy also sent via email to:

Robert Salarano at rcsalarano@flystl.com

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

D. Bids submitted electronically must be submitted in one PDF document, titled **"Bid For Snow Removal 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. Glasper.

E. **The size limit for emails is 10 megabytes, however, 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 PDF format requested. Do not provide a link to the documents.

CITY OF ST. LOUIS
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

APPENDIX "B"

GENERAL SPECIFICATIONS
SNOW REMOVAL SERVICES

1. INSURANCE AND INDEMNIFICATION

A. The Contractor, at its expense, at all times during the term hereof, St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City of St. Louis, Missouri, and its Board of Aldermen and Airport Commission; and their officers, employees, and agents and their respective officers, agents and employees (the "Insured Parties") 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 the 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 Ten Million Dollars ($10,000,000.00) comprised of such primary and excess policies of insurance as the Contractor finds it feasible to purchase during the term of the Agreement** and will name St. Charles County, Missouri; St. Clair County, Illinois, St. Louis County, Missouri; the City of St. Louis, Missouri; and their respective officers, agents, and employees by endorsement as "Additional Insureds." Prior to execution of the Agreement, Contractor will provide certificates of said insurance and all endorsements required pursuant to the Agreement 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: Security Operations
Phone: 314-890-1839
Fax: 314-890-1325

C. Such liability insurance coverage must also extend to damage, destruction and injury to the Insured Parties' owned or leased property and Insured Parties' 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 hereunder. The Insured Parties will have no liability for any premiums charged for such coverage, and the inclusion of the Insured Parties as Additional Insureds is not intended to, and does not make the Insured Parties a partner or joint venturer with Contractor in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the Insured Parties when any policy issued to the Insured Parties provides duplicate or similar coverage and in such circumstances, the Insured Parties' policy will be excess over Contractor's policy.

D. The Contractor will protect, defend, and hold the Indemnified Parties completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to the Agreement and the use or occupancy of the City's premises and 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 gross 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 the 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 Indemnified Parties, their 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 Indemnified Parties for any purpose, and that employees of the Indemnified Parties 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 this 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 this Agreement will not give rise to Contractor's right to terminate this 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, unless agreed to in in writing by the City. 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 hereunder 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 hereunder, 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 sub-contractor 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.

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 the above Sections 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. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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

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**:

1. 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:

MBE goal is as follows:	**21 % African American**
	2% Hispanic American
	.50% Asian American
	.50% Native American

2. 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.

   a. The WBE goal is 11%.

3. 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.

D. Bid Discount

1. If applicable, a five percent (5%) Bid discount will 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.

E. 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.

F. 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, 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 are but not limited to the following:

   a. Efforts made to select portions of the work proposed to be performed by M/WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE participation. Selection of portions of work are required to at least equal the goal for M/WBE utilization specified in the contract.
   b. 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 personal frequent and persistent 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 on:
      1. 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.
      2. 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.

3. A statement of why additional agreements with M/WBEs were not reached, and
4. 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 disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of M/WBEs.

2. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.

a. M/WBE unable to provide performance or payment bonds or both.
b. Rejection of reasonable Bid based on price.
c. M/WBE would not agree to perform items of work at the unit Bid price.
d. Union versus nonunion status.
e. 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. See Exhibit Q entitled "M/WBE Good Faith Efforts Presentation" for further information on demonstrating good faith efforts.

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.

G. Eligibility:

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

H. **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:
        1. 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 descried 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.**
        2. 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.**
        3. **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 fess 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.
        4. M/WBE trucking firms expenditures may count at 100% toward M/WBE goals. The M/WBE trucker must manage and supervise the trucking operations with its own employees and use equipment owned and/or leased by the M/WBE. No credit will be counted for the purchase or sale of material hauled unless the M/WBE trucker is also a certified M/WBE supplier. No credit will be counted unless the M/WBE trucker is an approved subcontractor.
            a. 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.
            b. 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.

I. Post Award Compliance:

1. 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.

J. 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.

K. Record Keeping Requirements:

1. 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.

L. 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.

    a. 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:

1. The first failure to report violation will result in a warning letter;
2. 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;
3. 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
4. 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.
5. 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.
6. 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

M. Applicability of Provisions to MBE/WBE Contractors:

1. 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.

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

1. Contractor acknowledges, stipulates and agrees that the Contractor's failure to meet the City's M/WBE goals and/or show a good faith effort has been performed may result in liquidated damages being assessed in an amount not to exceed the M/WBE shortfall, which is the difference between the M/WBE goals set in the Agreement and the amounts actually paid to M/WBE contractors.

    a. The City shall periodically evaluate the 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 the Agreement. If the Contractor has failed to perform as required under the M/WBE provisions 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 the 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.

O. Mobilization

1. 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 request can be in 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 the Agreement, and for a period of three years after the early termination or the expiration of the 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 the 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 the 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 the 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 the Agreement or the performance of the services; 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;

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

A. 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

A. 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

A. The City encourages the Contactor 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 subcontracts that involve driving a motor vehicle in performance of the work associated with the Agreement.

13. CLEAN AIR AND WATER POLLUTION CONTROL

A. 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. 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 2000, as amended (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 D entitled "Affidavit". (See Bidder's Checklist Item 15.) Each Bidder must submit the attached "Anti-Discriminating Against Israel Act Acknowledgment & Acceptance Declaration" with its Bid (see attached Exhibit C, incorporated herein and Bidder's Checklist Item 14.) 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 D), 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.

15. 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 F, 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 E 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 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 I). 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.

BID FORM

CITY OF ST. LOUIS
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

APPENDIX "C"

BID FOR SNOW REMOVAL 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 required work 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 Snow Removal Services as ordered and directed by the City and in accordance with the Provisions of the Agreement.

_____	_____
Signature	Address
_____	_____
Title	City, State, Zip
_____	_____
Contractor	Telephone Number
_____	_____
Federal I.D. #	Email Address

CITY OF ST. LOUIS

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

APPENDIX "C"
BID FOR SNOW REMOVAL SERVICES

Year 1

Subject to the Provisions of the Agreement, an hourly rate will be paid for each piece of equipment the Contractor places in service to perform the work as directed by the Airport Representative (See Appendix A, Section 5). The Airport's Required Equipment under this SFB for the number of pieces of equipment is based upon the type of equipment utilized in past seasons. ***The Contractor may substitute alternative pieces of equipment under this bid in accordance with Appendix A, Section 6.J.**

"Required Equipment" Type/Size	***Bidder Compatible Equipment Type/Size**	**(A) Estimated Number of Hours**	**(B) Rate per Hour Per Unit**	**(C) Total Per Hour (AxB)**
Truck with minimum 2.1 cu.yd. spreader and 8 ft. plow		1500	$_____	$_____
Truck with minimum 8 cu.yd. spreader and 10 ft. plow		1000	$_____	$_____
Front End Loader with minimum 4.2 cu.yd. bucket		500	$_____	$_____
Skid Steer Loader/Snow Bucket and/or 10 ft. plow		1724	$_____	$_____
16 ft. Ramp Pusher Plow		1000	$_____	$_____
28 ft. Ramp Pusher Plow		500	$_____	$_____
Small Melter		16	$_____	$_____
Medium Melter		16	$_____	$_____
Tandem Dump truck with 12 cu.yd. capacity		1500	$_____	$_____
Supervisor (see Appendix A, Section 7 entitled "Personnel")		512	$_____	$_____
Contractor Mechanic		256	$_____	$_____
Laborer		256	$_____	$_____
Mechanic 1		800	$_____	$_____
Mechanic 1 overtime rate		60	$_____	$_____
Mechanic 2		800	$_____	$_____
Mechanic 2 overtime rate		60	$_____	$_____
Year 1 TOTAL - Total Per Hour Cost (Column C added together)				$_____

CITY OF ST. LOUIS

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

APPENDIX "C"
BID FOR SNOW REMOVAL SERVICES

YEAR 2

Subject to the Provisions of the Agreement, an hourly rate will be paid for each piece of equipment the Contractor places in service to perform the work as directed by the Airport Representative (See Appendix A, Section 5). The Airport's Required Equipment under this SFB for the number of pieces of equipment is based upon the type of equipment utilized in past seasons. ***The Contractor may substitute alternative pieces of equipment under this bid in accordance with Appendix A, Section 6.J.**

"Required Equipment" Type/Size	***Bidder Compatible Equipment Type/Size**	**(A) Estimated Number of Hours**	**(B) Rate per Hour Per Unit**	**(C) Total Per Hour (AxB)**
Truck with minimum 2.1 cu.yd. spreader and 8 ft. plow		1500	$_____	$_____
Truck with minimum 8 cu.yd. spreader and 10 ft. plow		1000	$_____	$_____
Front End Loader with minimum 4.2 cu.yd. bucket		500	$_____	$_____
Skid Steer Loader/Snow Bucket and/or 10 ft. plow		1724	$_____	$_____
16 ft. Ramp Pusher Plow		1000	$_____	$_____
28 ft. Ramp Pusher Plow		500	$_____	$_____
Small Melter		16	$_____	$_____
Medium Melter		16	$_____	$_____
Tandem Dump truck with 12 cu.yd. capacity		1500	$_____	$_____
Supervisor (see Appendix A, Section 7 entitled "Personnel")		512	$_____	$_____
Contractor Mechanic		256	$_____	$_____
Laborer		256	$_____	$_____
Mechanic 1		800	$_____	$_____
Mechanic 1 overtime rate		60	$_____	$_____
Mechanic 2		800	$_____	$_____
Mechanic 2 overtime rate		60	$_____	$_____
Year 2 TOTAL - Total Per Hour Cost (Column C added together)				$_____

CITY OF ST. LOUIS

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

APPENDIX "C"

BID FOR SNOW REMOVAL SERVICES

YEAR 3

Subject to the Provisions of the Agreement, an hourly rate will be paid for each piece of equipment the Contractor places in service to perform the work as directed by the Airport Representative (See Appendix A, Section 5). The Airport's Required Equipment under this SFB for the number of pieces of equipment is based upon the type of equipment utilized in past seasons. ***The Contractor may substitute alternative pieces of equipment under this bid in accordance with Appendix A, Section 6.J.**

"Required Equipment" Type/Size	***Bidder Compatible Equipment Type/Size**	**(A) Estimated Number of Hours**	**(B) Rate per Hour Per Unit**	**(C) Total Per Hour (AxB)**
Truck with minimum 2.1 cu.yd. spreader and 8 ft. plow		1500	$_____	$_____
Truck with minimum 8 cu.yd. spreader and 10 ft. plow		1000	$_____	$_____
Front End Loader with minimum 4.2 cu.yd. bucket		500	$_____	$_____
Skid Steer Loader/Snow Bucket and/or 10 ft. plow		1724	$_____	$_____
16 ft. Ramp Pusher Plow		1000	$_____	$_____
28 ft. Ramp Pusher Plow		500	$_____	$_____
Small Melter		16	$_____	$_____
Medium Melter		16	$_____	$_____
Tandem Dump truck with 12 cu.yd. capacity		1500	$_____	$_____
Supervisor (see Appendix A, Section 7 entitled "Personnel")		512	$_____	$_____
Contractor Mechanic		256	$_____	$_____
Laborer		256	$_____	$_____
Mechanic 1		800	$_____	$_____
Mechanic 1 overtime rate		60	$_____	$_____
Mechanic 2		800	$_____	$_____
Mechanic 2 overtime rate		60	$_____	$_____
Year 3 TOTAL - Total Per Hour Cost (Column C added together)				$_____

Notes:
*All costs are to be shown in dollars and cents.

**The annual estimated numbers as referenced above are not to be construed as an indication of the amount of work to be completed by the Bidder. They are used only as a model to aid in determining the lowest and best bidder. The actual amount of work to be performed by the successful Bidder and equipment to be used, may be greater or less than the amounts used in the model.

***The sum of the values entered for the *Total Amount* **for years 1- 3** should be used as the "Total Dollar Amount of Contract" by Bidders when completing the MBE/WBE Utilization Plan.

CONTRACT TOTAL AMOUNT

		YEAR 1 Fees	YEAR 2 Fees	YEAR 3 Fees
(A)	**Mobilization Fee**	$_____	$_____	$_____
(B)	**Melters Minimum Seasonal Guarantee (MSG)**	$_____	$_____	$_____
(C)	**Total Per Hour Cost**	$_____	$_____	$_____
(D)	**YEAR TOTAL (A) + (B) + (C)**	$_____	$_____	$_____
	CONTRACT TOTAL AMOUNT (Year 1D + Year 2D + Year 3D)		$_____	

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 27 & Attachment 1)

3. **Completed M/WBE Utilization Plan**
   (See Appendix B, Sections 5.G & Attachment 2)

4. **Completed Good Faith Efforts Documentation Forms**
   (See Appendix B, Section 5.E & Attachment 3)

5. **Notice of Intent To Perform As A Subcontractor/Material Supplier**
   (See Appendix B, Section 5.G & Attachment 4)

6. **Completed Authorized Submission Form**
   (See Attachment 5)

7. **Financial Statements**
   (See Appendix A, Section 3.D)

8. **Statement of Qualifications (SOQ) – Written Synopsis**
   See Appendix A, Section 3.A

9. **State of Missouri Certificate of Good Standing**
   (See Appendix A, Section 3.E)

10. **Missouri Unauthorized Aliens Law Acknowledgement & Acceptance Form**
    (See Appendix A, Section 28 and Exhibit A)

11. **Missouri Unauthorized Aliens Law Affidavit**

(See Appendix A, Section 28 and Exhibit B)

12. Synopsis of any Termination or Debarments
(See Appendix A, Section 3.G)

13. Airport Authority Subcontractor/Supplier List
(See Attachment 6)

14. Anti-Discrimination Against Israel Act Acknowledgment & Acceptance Declaration

(See Appendix B, Section 14 & Exhibit C)

15. Anti-Discrimination Against Israel Act Affidavit

(See Appendix B, Section 14 & Exhibit D)

16. Subcontractor Business Information

(See Attachment 7)

17. References

(See Appendix A, Section 3.F)

18. Living Wage Acknowledgement & Acceptance Form
(See Appendix B, Section 15 and Exhibit E)

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 27, 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 the Agreement, the Successful Bidder or Contractor(s) will immediately execute a Performance Bond and a Payment Bond each in the amount as provided for in this section 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 27. The Contractor will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds and/or Payment Bonds and if the Contractor's Performance Bonds and/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 Appendix A, Section 27. Any sum or sums derived from said Performance Bond and/or Payment Bond will be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be. The Contractor must provide a Performance Bond and a Payment Bond each in the amount of Fifty Thousand Dollars ($50,000.00).

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 for the Bid submitted by the Bidder. (See Bidder's Checklist Item 2 and **Attachment 1**, entitled "Proposal to Bond Form" incorporated herein).

Attachment 2

MBE/WBE Utilization Plan

Bidders, please see the pdf entitled "Solicitation Fillable Forms for 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 for 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 for 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: _____

Email Address: _____

Federal ID Number: _____

Attachment 6
Airport Authority Subcontractor/Supplier List

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

Attachment 7

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

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 contract or agreement that will be executed with a Successful Bidder pursuant to this solicitation is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the "Missouri Unauthorized Aliens Law"). If awarded a contract pursuant to this solicitation, the 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

Affidavit
(Missouri Unauthorized Aliens Law)

STATE OF _____)
)**SS.**
COUNTY OF _____)

AFFIDAVIT

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

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

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

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 D

Anti-Discrimination Against Israel Act Affidavit

STATE OF _____)
) SS
COUNTY OF _____)

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

Before me, the undersigned Notary Public, personally appeared

_____
(Name)

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

My name is_____**(Name)**, I am of sound mind, capable

of making this Affidavit, and personally acquainted with the facts herein stated:

I am the_____**(Position/Title)**

of_____ **(Company)**

of St. Louis.

I have the legal authority to make the following assertion:

Pursuant to RSMo. § 34.600,_____**(Company)** of St. Louis is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

_____
Affiant

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

_____ day of_____, 20___.

_____
Notary Public

Exhibit E

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 F

Living Wage Bulletin

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2022

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 $**14.39** 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 **$18.39** 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: **$4.60** 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, 2022. 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.

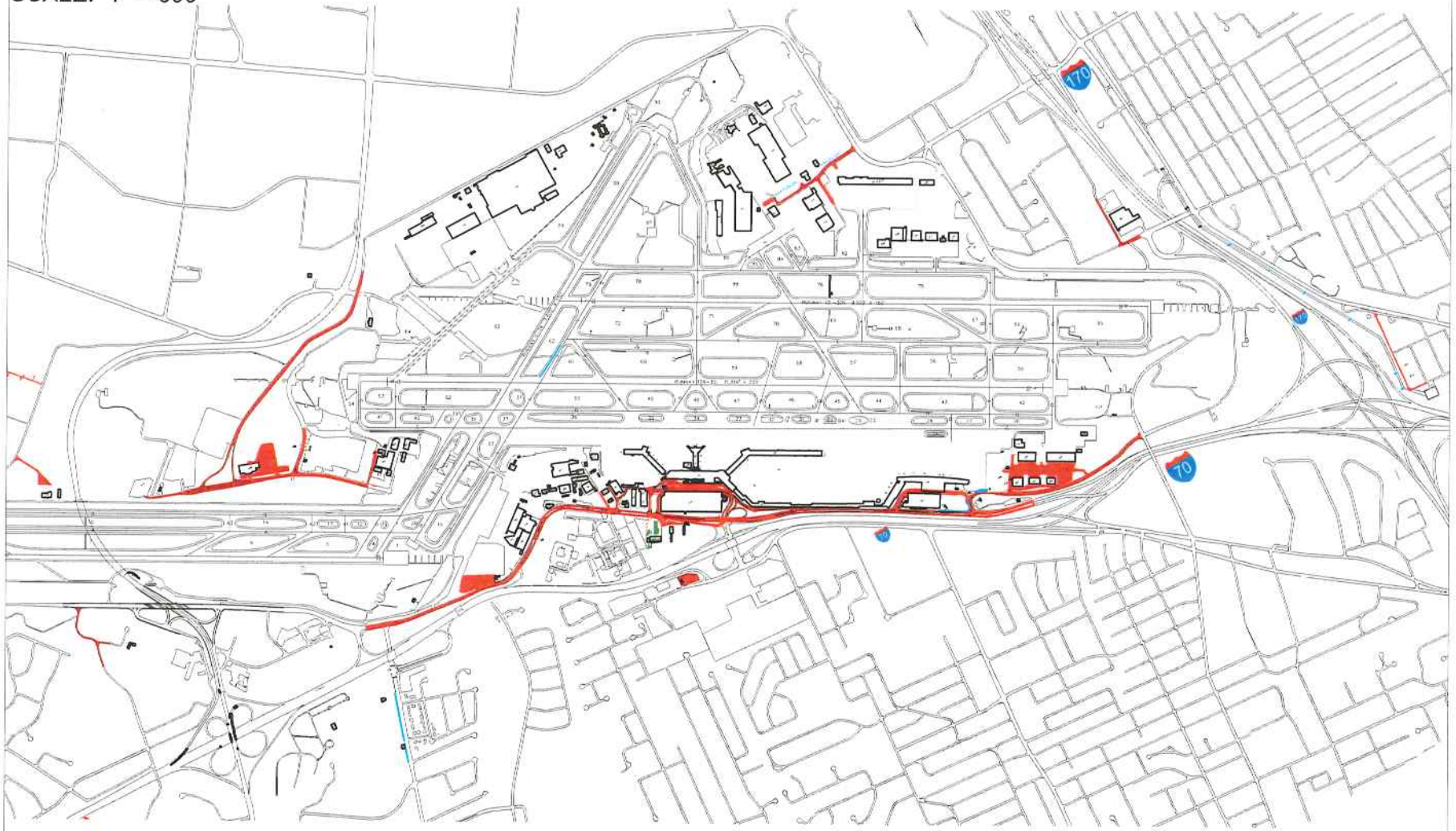
The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at http://www.flystl.com/bdd or obtained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

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

Exhibit G

Maps

SCALE: 1" = 600'



ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

SNOW CONTRACTOR RESPONSIBILITIES

COORDINATE SYSTEM: NAD 83

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DATE 5/9/2020

PREPARED BY JLR

DRAWING No: WO 109701

SHEET No. 1

SCALE: 1" = 400'

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

SNOW CONTRACTOR RESPONSIBILITIES

COORDINATE SYSTEM: NAD 83

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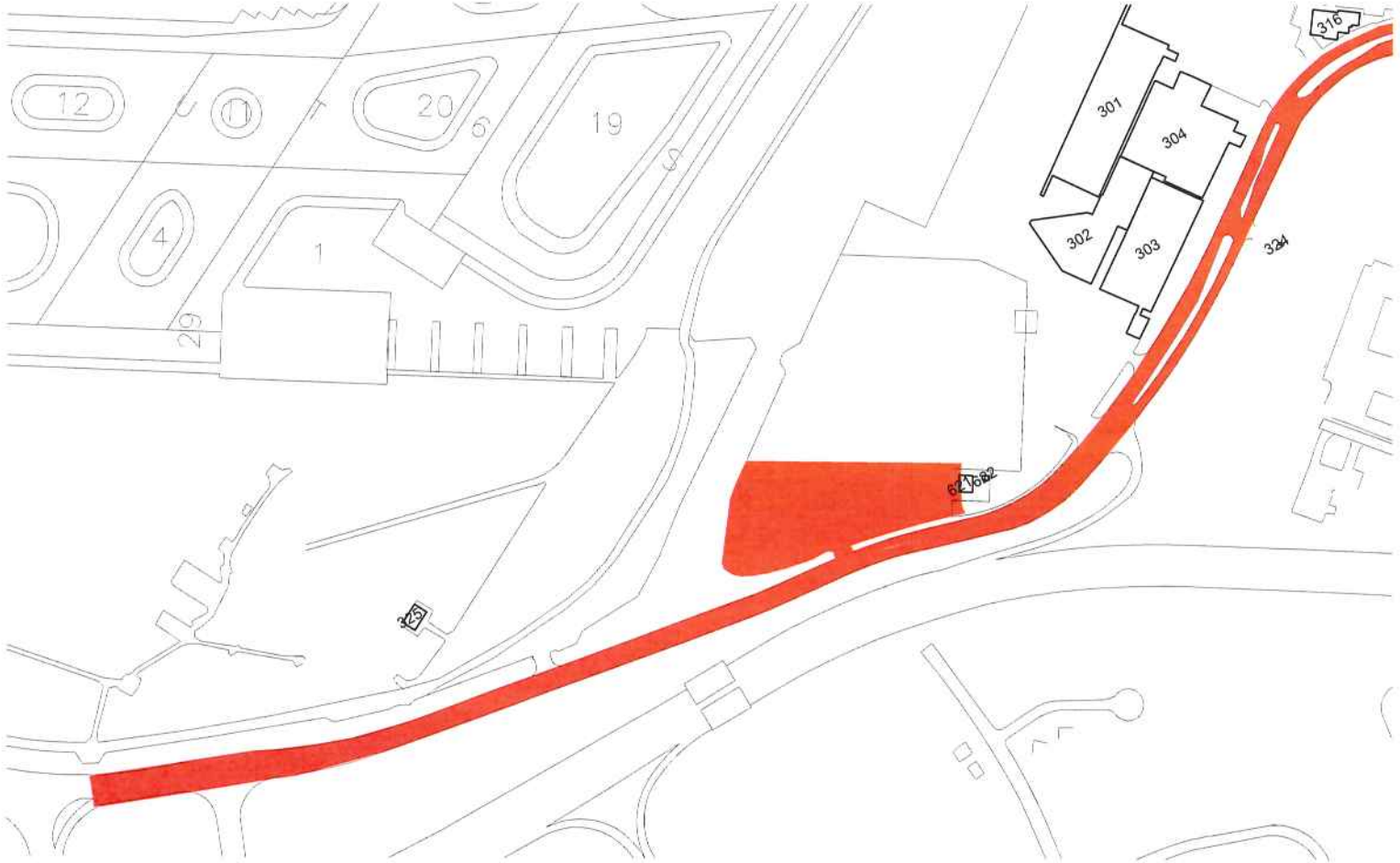
DATE: 5/9/2020
PREPARED BY: JLR
DRAWING No: WO 109701

SHEET No: 2

SCALE: 1" = 300'



ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

SNOW CONTRACTOR RESPONSIBILITIES

COORDINATE SYSTEM: NAD 83

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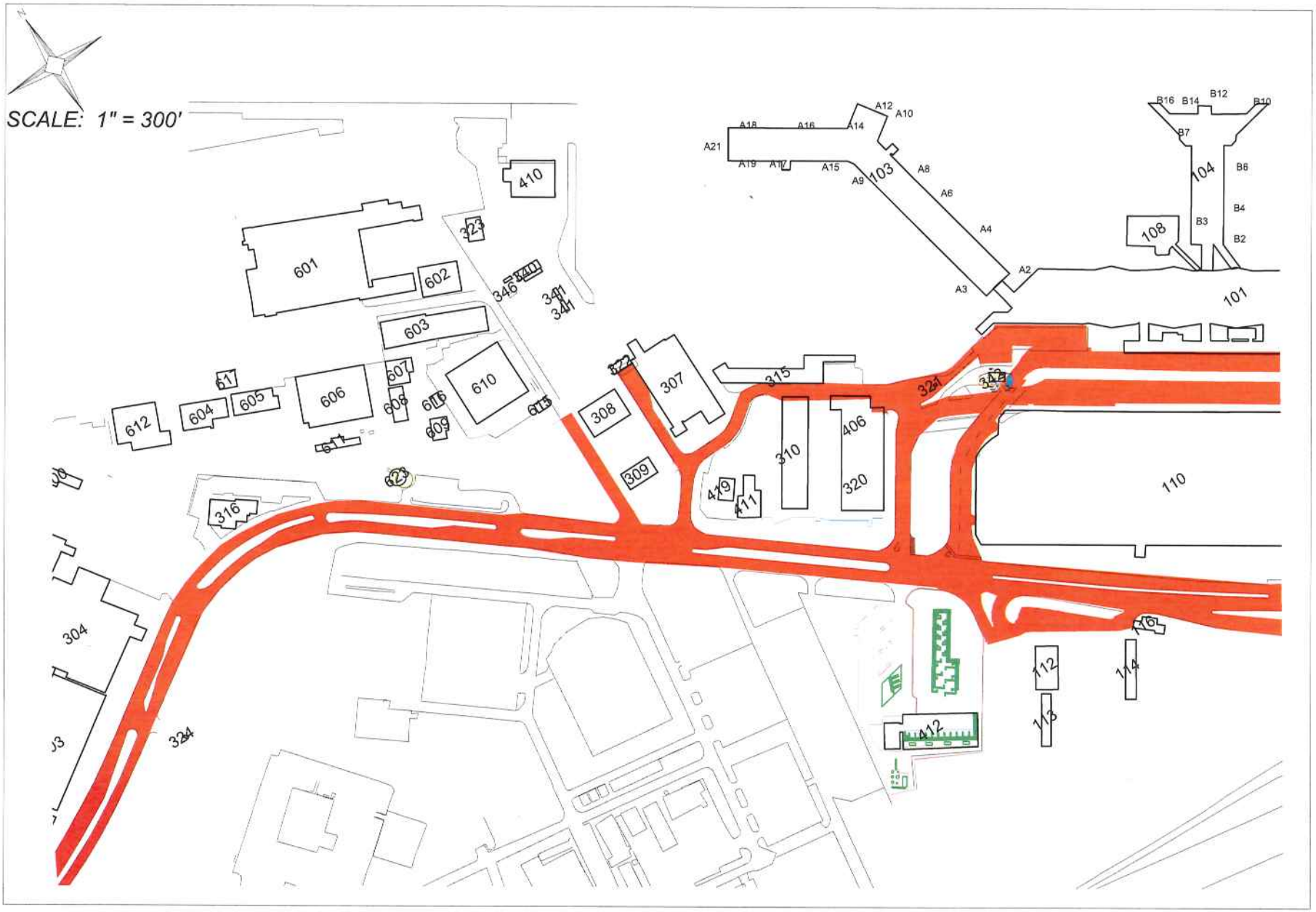
PREPARED BY: JLR
DRAWING No: WO 109701

SHEET No. 3



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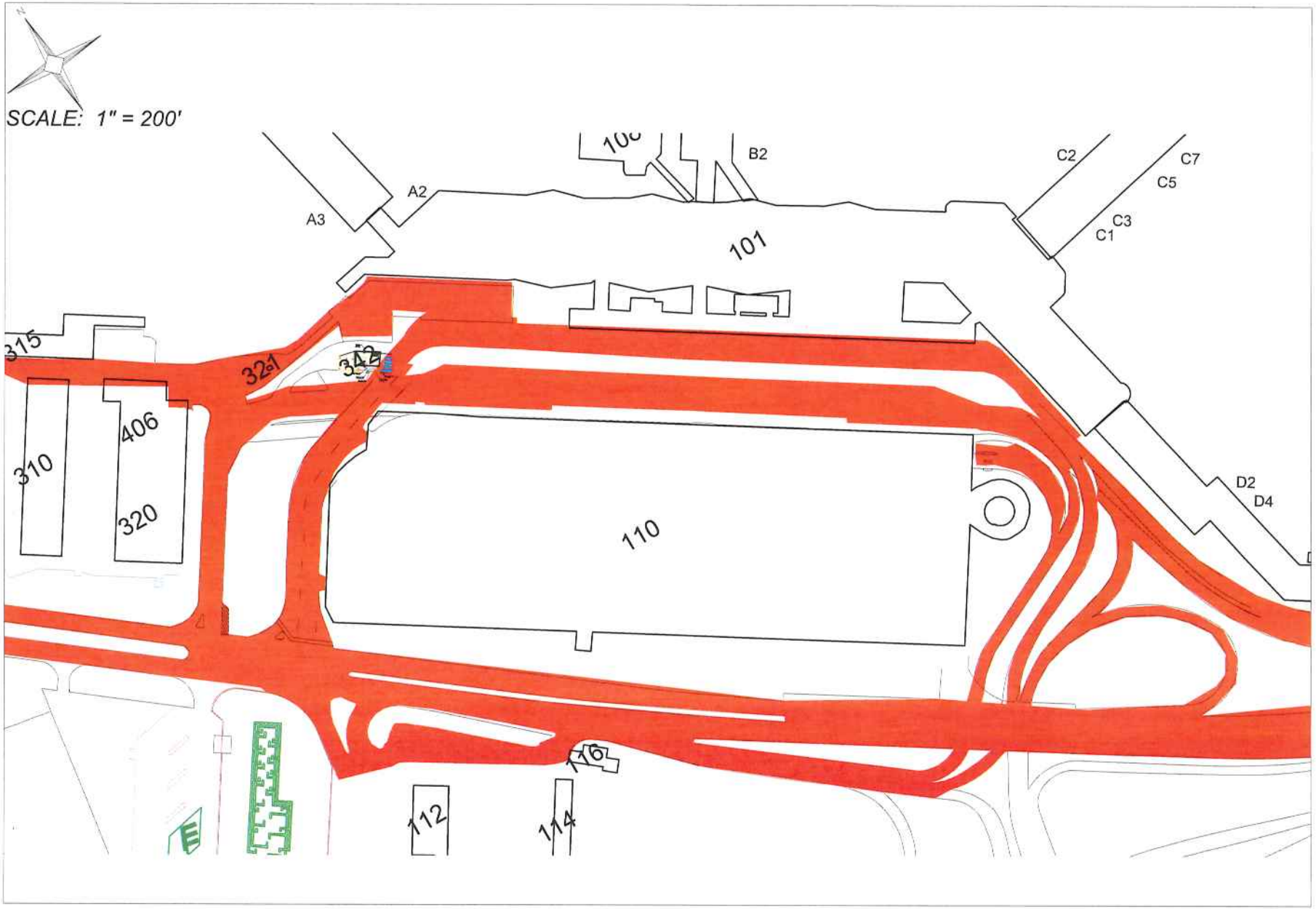

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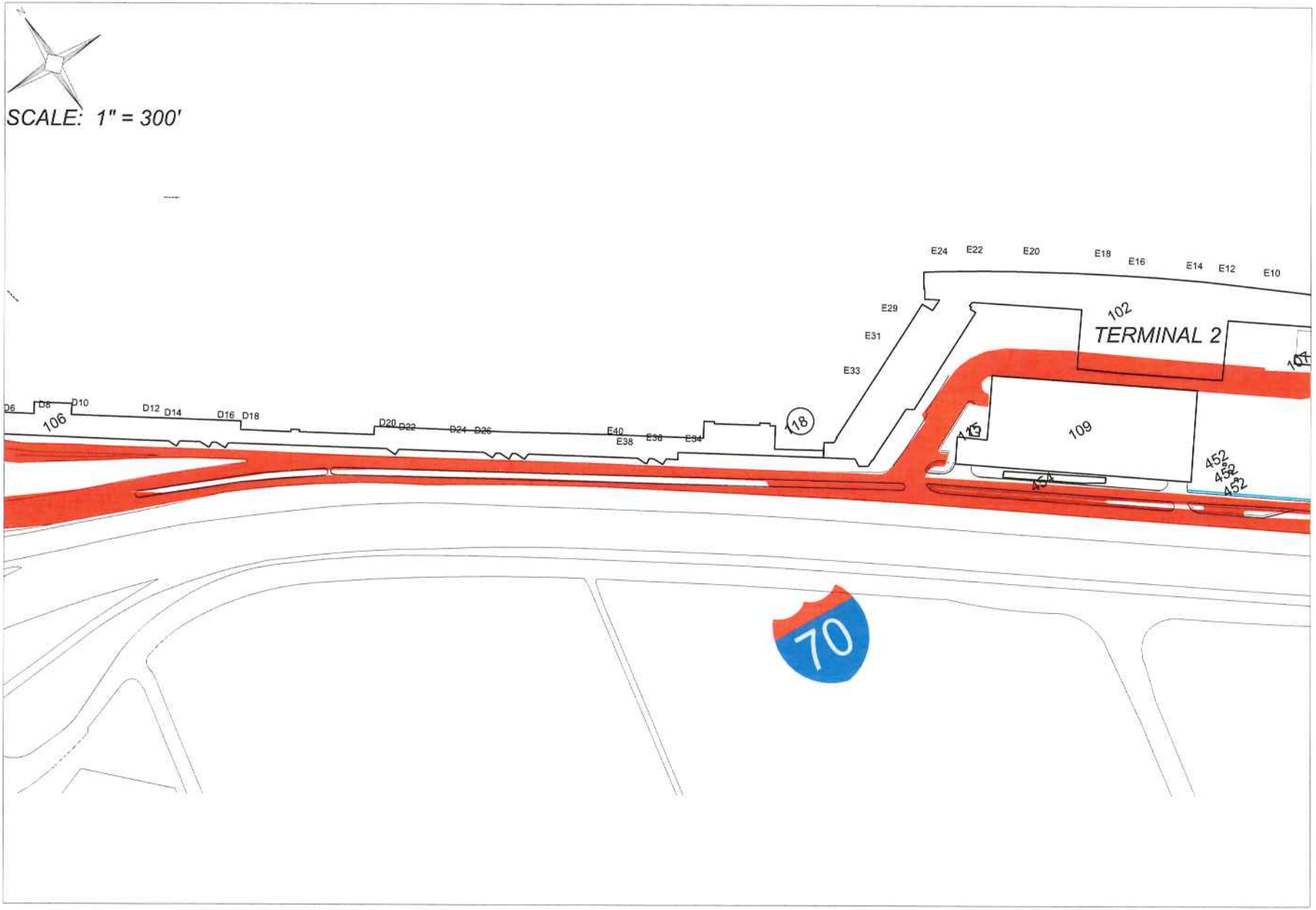

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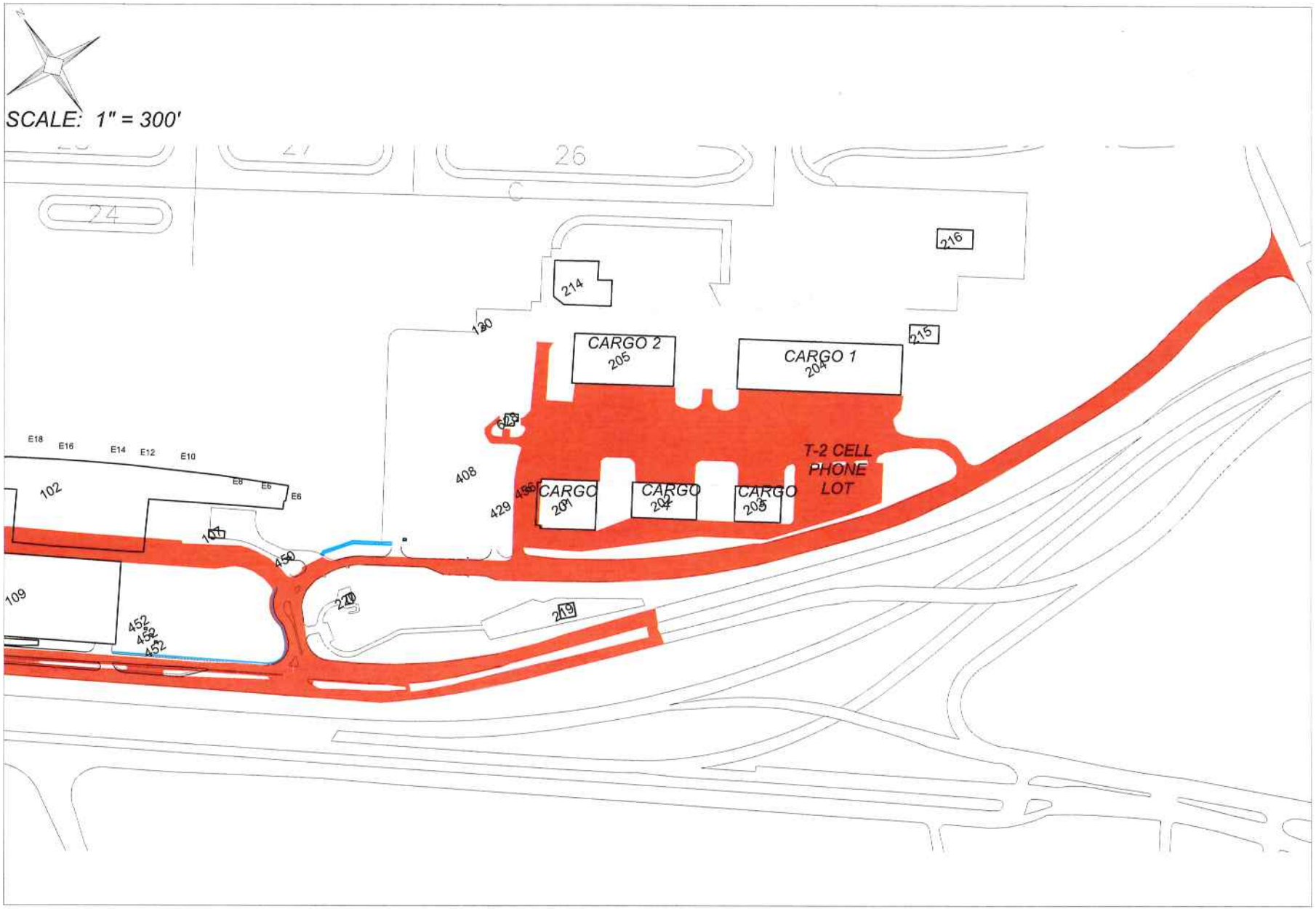

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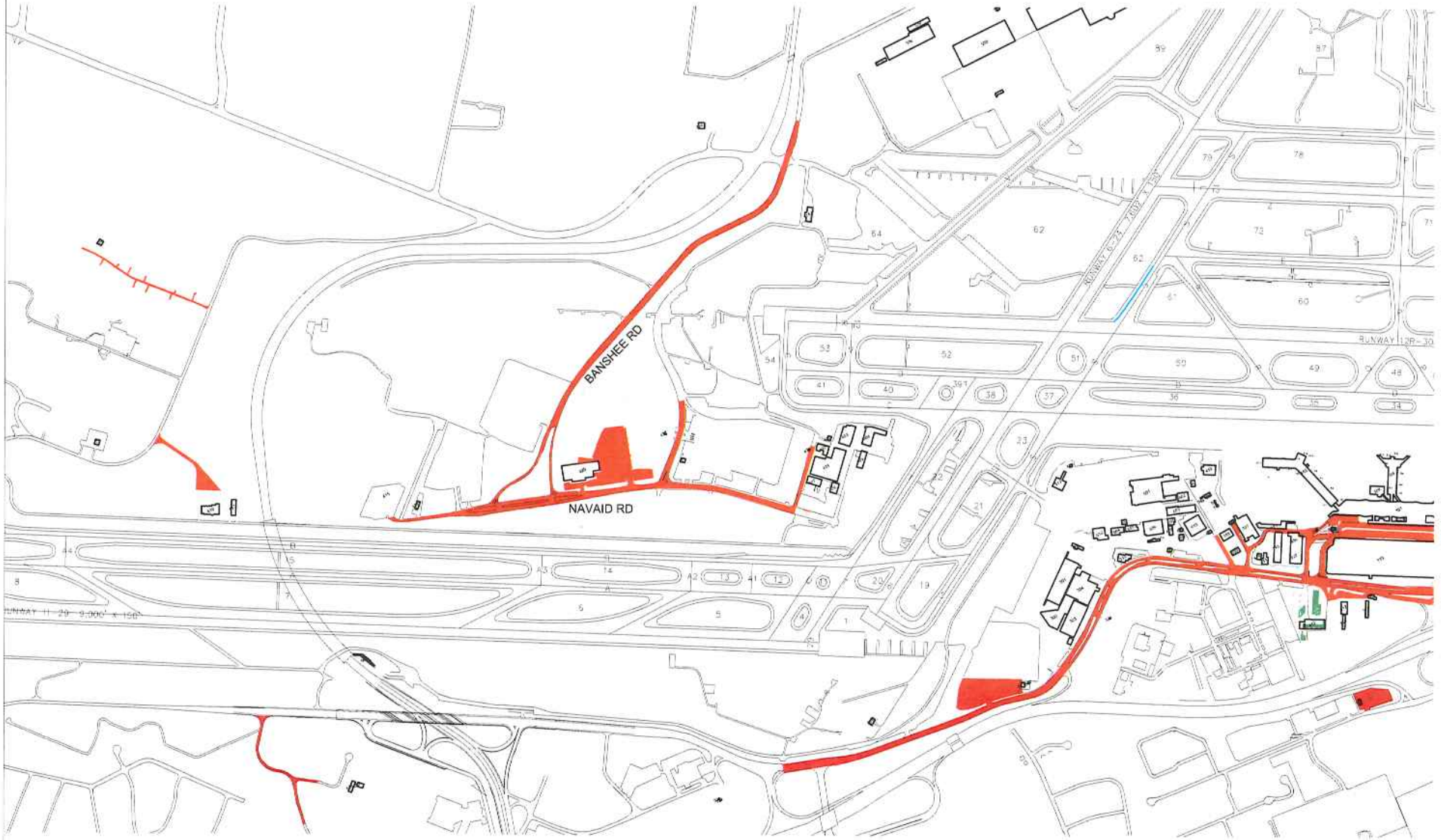
SCALE: 1" = 600'



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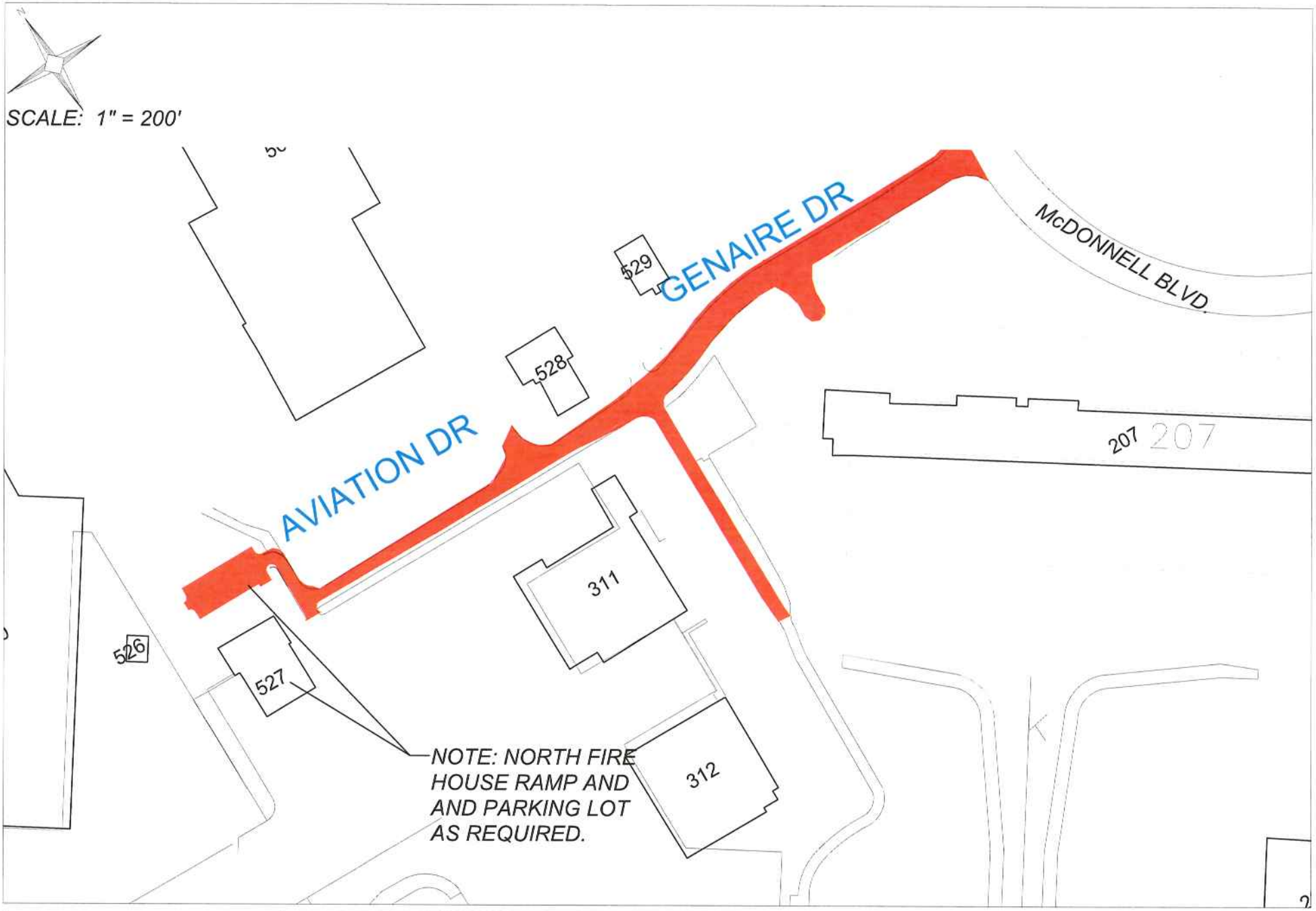

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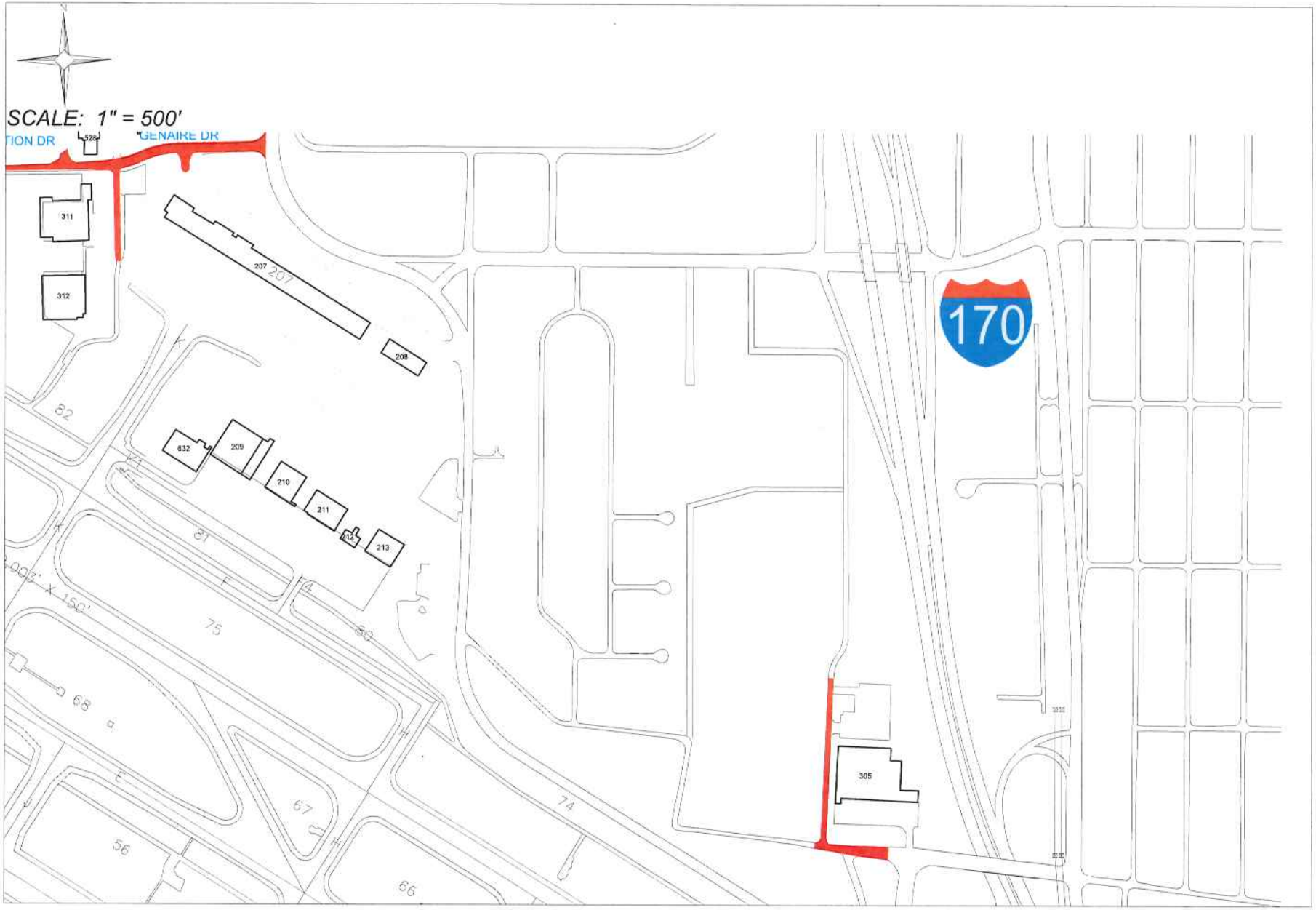

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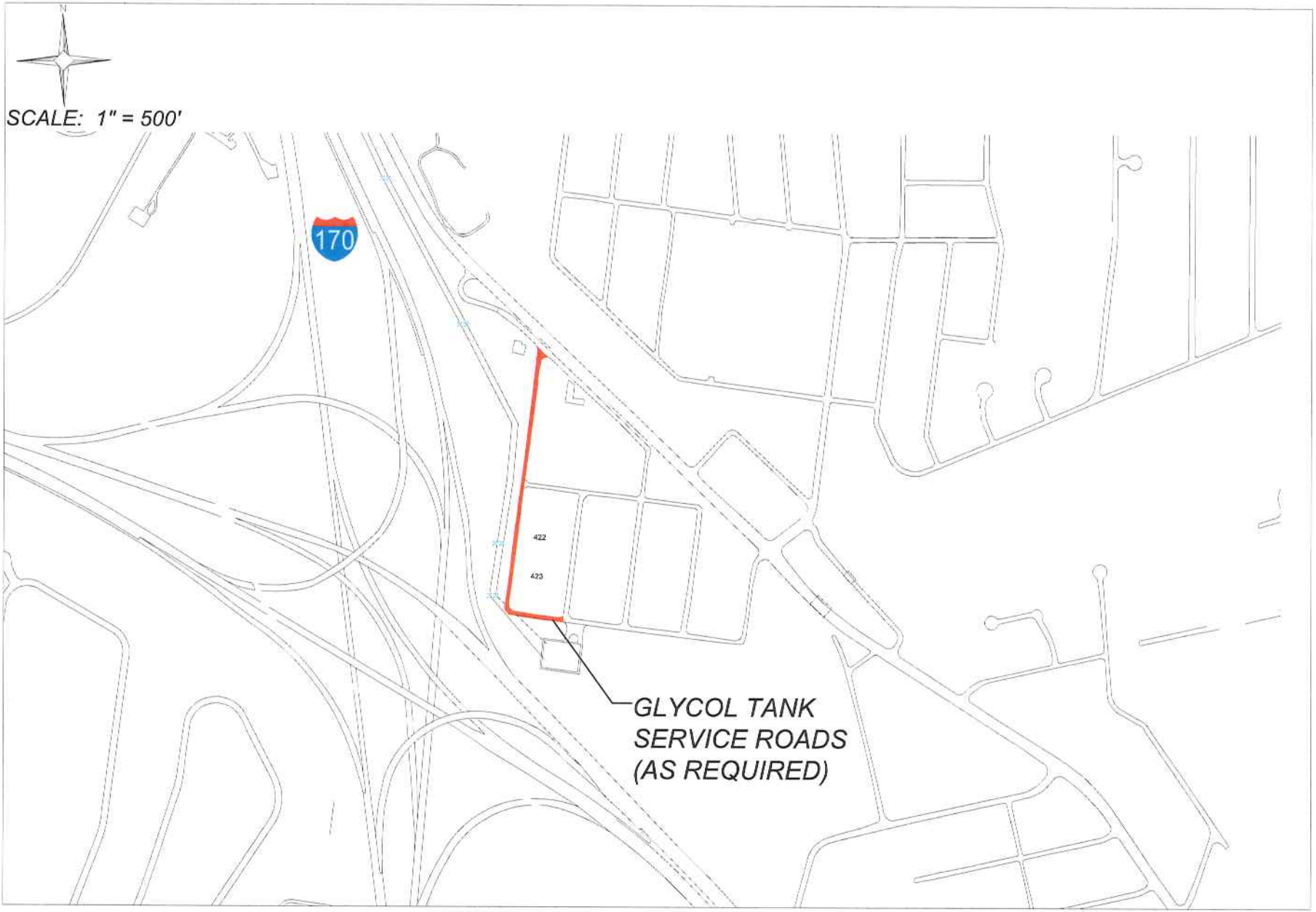

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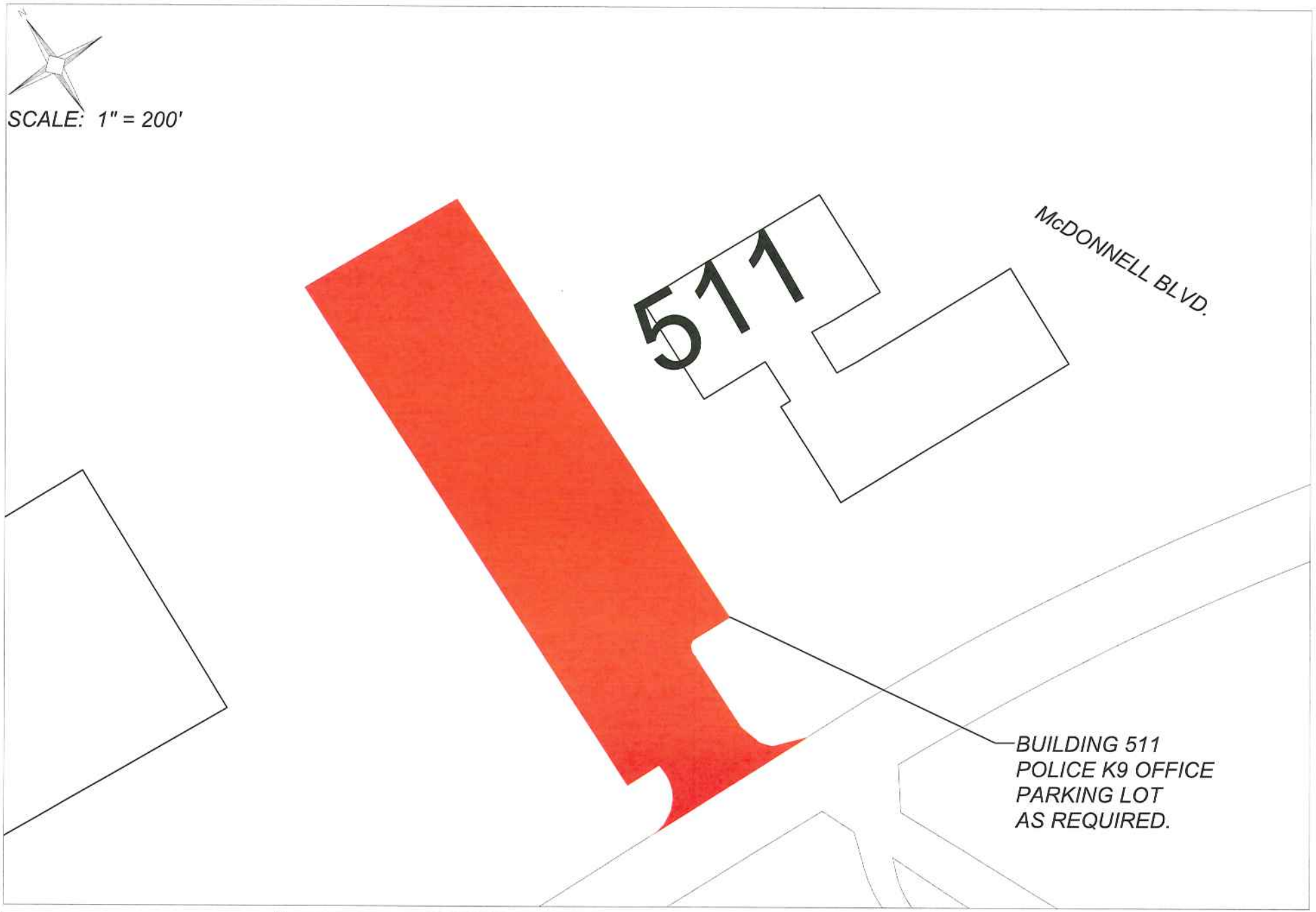

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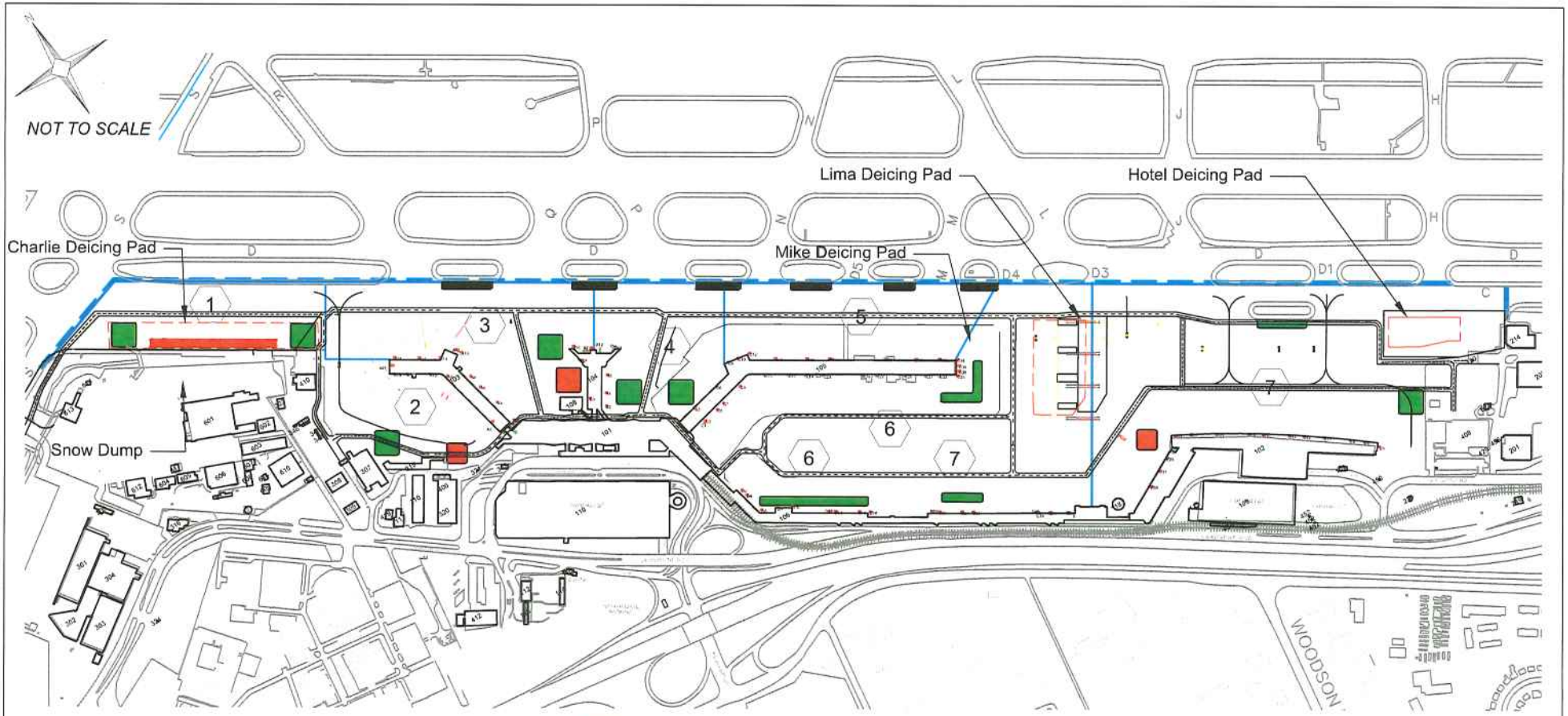

1 AREA NUMBER

ALTERNATE PILE LOCATION
CONTINUOUS HAULING AT ALL TIMES
MAXIMUM PILE DIMENSIONS ARE 6 FT HEIGHT AND 20 FT DIAMETER.

PRIMARY PILE LOCATION
CONTINUOUS HAULING ONCE PILE REACHES A 6 FT HEIGHT OR 50 FT DIAMETER.

MOVEMENT
NON-MOVEMENT BOUNDARY

PLOWING ZONE

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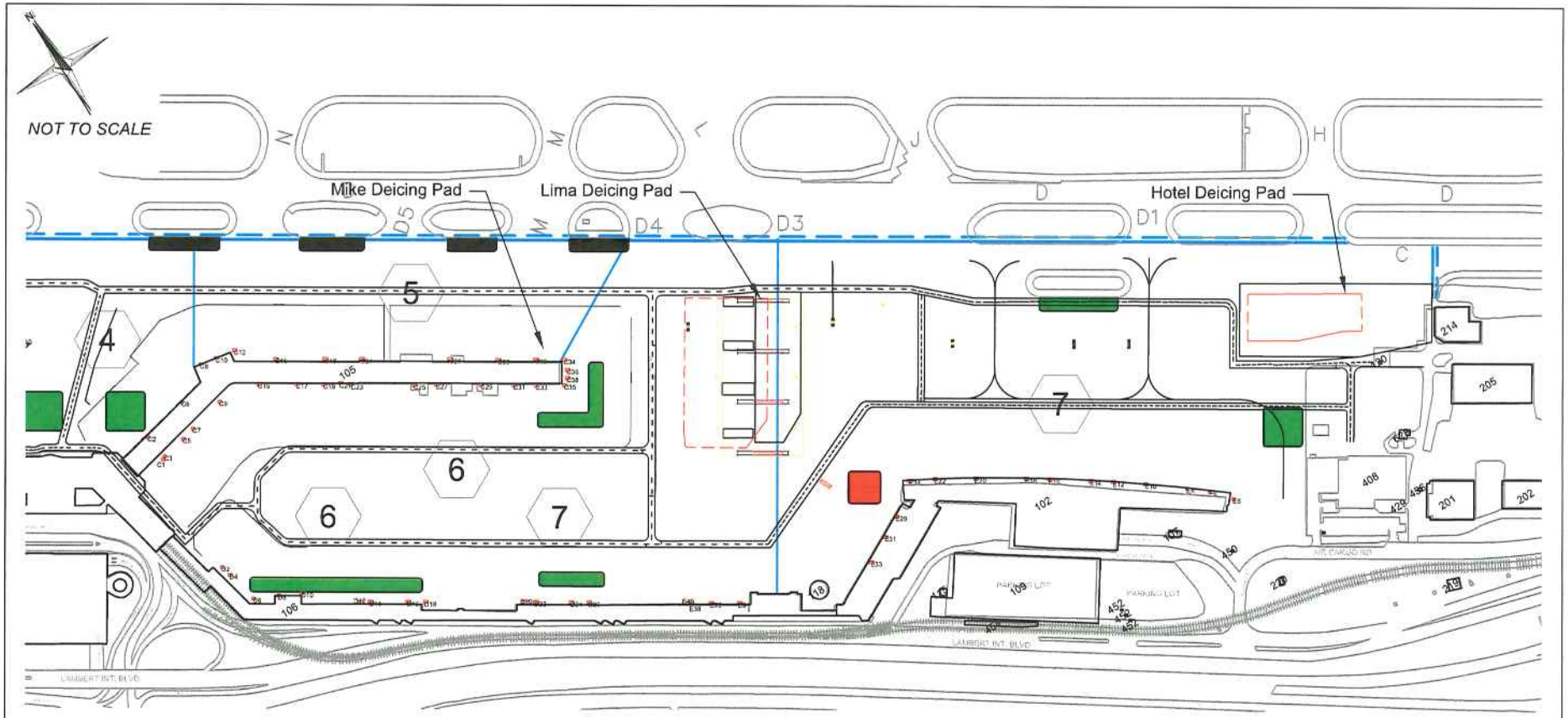

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Exhibit H

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

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Search the Directory

- Identify NAICS Codes
  www.census.gov/naics
- Must include the primary area of work
- Search Directory
  flystl.diversitycompliance.com

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4

Searching the Directory

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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

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6

Follow Up!

= Intensity

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7

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)

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8

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)?

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Quantity

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

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Intensity

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

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11

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

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Contact Info

Business Diversity Development Compliance Team

BDD_Compliance_Team@flystl.com

314.426.8111

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