

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®

REQUEST FOR PROPOSALS FOR

**AIRPORT OPERATIONS SITUATIONAL AWARENESS AND DECISION
SUPPORT SYSTEM SERVICES
RFP INFORMATION**

Solicitation: Airport Operations Situational Awareness and Decision Support System Services

The Airport is requesting proposals from qualified proposers to perform the above Airport Operations Situational Awareness and Decision Support System Services.

Pre Proposal Meeting: July 31, 2025, 2:00 p.m. Local time – VIA ZOOM

RSVP to Delia Cummings at dfcummings@flystl.com

Questions Due: On or before August 1, 2025, 5 p.m.

Proposal Due Date: August 15, 2025 2:00 p.m. Local time

STL Contact: Delia Cummings
Contract Supervisor
Airport Properties Division
(314) 426-8174
dfcummings@flystl.com

July 18, 2025

Prospective Proposers:

Attached is the Request For Proposals with Qualifications (**RFP**) for **Airport Operations Situational Awareness and Decision Support System Services** at St. Louis Lambert International Airport.

Your full and complete **proposal must be submitted by 2:00 p.m., local time on August 15, 2025**, at the St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Drive, Terminal 1, MTN 2501, St. Louis, Missouri 63145. Proposals, which may be submitted via electronic email or regular mail service, should be submitted in strict accordance with instruction given in Section 10 entitled “Due Date of Proposals” of the RFP. If the proposals are mailed via regular mail, three (3) copies (one original and 2 copies) of each proposal must be submitted in a sealed envelope addressed to Delia Cummings, Airport Properties at the address provided above, with the words “**RFP for Airport Operations Situational Awareness and Decision Support System Services**” clearly written across the left hand face of the envelope.

A Pre-Proposal Meeting will be conducted via Zoom on **July 31, 2:00 p.m. , local time**. Interested proposers are invited to participate on that day at that time by using the information detailed in Section 23 entitled “Pre-Proposal Meeting” of the RFP.

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

For those individuals needing accommodations or alternative formats as required under the Americans with Disabilities Act. Please call (314) 426-8094 with questions regarding these matters. To request language assistance please call (314) 426-8094. Please contact STL three business days in advance to process your request.

All inquiries regarding this RFP are to be made in writing to the undersigned at dfcummings@flystl.com on or before **August 1, 2025**Sincerely,



Delia Cummings
Contract Supervisor

Enclosure

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ATTACHMENTS

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| ATTACHMENT 1 | 1 page |
| Authorized Submission Form | |

| | |
|---|---------|
| ATTACHMENT 2..... | 4 pages |
| Sub-Consultant Utilization Plan and Notice of Intent to Perform as a Sub-Consultant | |

ATTACHMENT 3 1 page
St. Louis Lambert International Airport Request to Change Subcontractor List
(Substitution or Add Form)

ATTACHMENT 4 1 page
Proposal To Bond Form

EXHIBITS

EXHIBIT A 1 page
Missouri Unauthorized Aliens Law Acknowledgment and Acceptance Declaration

EXHIBIT B 1 page
Missouri Unauthorized Aliens Law Affidavit

EXHIBIT C 1 page
Living Wage Acknowledgment and Acceptance Declaration

EXHIBIT D 1 page
Living Wage Adjustment Bulletin

EXHIBIT E 1 page
Anti-Discrimination Against Israel Act Acknowledgement and Declaration

EXHIBIT F 1 page
Anti-Discrimination Against Israel Act Affidavit

THE CITY OF ST. LOUIS AIRPORT AUTHORITY
REQUEST FOR PROPOSALS WITH QUALIFICATIONS FOR
“AIRPORT OPERATIONS SITUATIONAL AWARENESS AND DECISION
SUPPORT SYSTEM SERVICES”

AT ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®

1.0 INTRODUCTION

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

2.0 DEFINITIONS

- | | |
|--|--|
| “Agreement” | This means the contract awarded under this RFP for Airport Operations Situational Awareness and Decision Support System Services between the City and the Consultant. |
| “Airport” or “STL” | This means St. Louis Lambert International Airport, which is owned by the City and is operated for the City by the Airport Authority of The City of St. Louis, a department of the City. |
| "Airport Representative" or “Manager” | This means the Airport Deputy Director of Airport Planning and Development or a representative designated or authorized by the Director. |
| “Authority” | This means the Airport Authority of The City of St. Louis. |
| “City” | This means the City of St. Louis, owner and operator of St. Louis Lambert International Airport. |
| “Commencement Date” | This means the date the term of the Agreement begins which is January 1, 2025 as provided for in Section 9.0. |

| | |
|---|---|
| “Contract Year” | This means a consecutive twelve (12) calendar month period beginning on the Commencement Date and each twelve (12) consecutive calendar month period thereafter during the term of the Agreement. |
| “day(s)” | This means consecutive calendar days unless otherwise expressly stated. |
| “Director” | This means the Director of Airports of The City of St. Louis or their designee. |
| “Expiration Date” | This means the date the term of the Agreement ends which is December 31, 2028 as provided for in Section 9. |
| “Holiday” | This means New Year’s Day, Memorial Day, Juneteenth Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. |
| “Ordinance(s)” | Unless otherwise specified, means the ordinances codified as the Revised Code of the City of Saint Louis, 2020, Annotated. It is the responsibility of the Proposer to take notice of all City Ordinances, including any amendments that may arise from time to time. Information on copies of ordinances can be found at: stlouis-mo.gov/government/city-laws/ordinances/non-digitized-ordinances.cfm |
| “Proposal” | This means a response with qualifications to this RFP by a Proposer. |
| “Proposer(s)” | This means a firm or company responding to this RFP. |
| “Provisions” | This means all terms, covenants, warranties, specifications, conditions, and provisions of the Agreement. |
| “Request For Proposals with Qualifications” or “RFP” | This means the document as defined in Section 1.0 above. |

3.0 OBJECTIVE

The City of St. Louis (“City”), acting through St. Louis Lambert International Airport (“STL”) is seeking proposals from responsive and qualified firms to provide the professional Airport Operations Situational Awareness and Decision Support System

Services as contemplated in this RFP as requested by the Manager in writing, twenty-four (24) hours a day, seven (7) days a week during the term of the Agreement.

4.0 SCOPE OF WORK

The Airport Operations Situational Awareness and Decision Support System (“AOPADSS”) service provider (“Consultant”), subject to and in accordance with the provisions of a definitive service agreement by and between the City of St. Louis (“City”) and the Consultant (the “Agreement”), will provide the services stipulated in this Request for Proposals (“RFP”). The Consultant will establish the services performed under the Agreement in coordination with a representative to be designated by the St. Louis Lambert International Airport (“STL”), including the Consultant’s work schedule, which must be pre-approved in writing by the STL representative (“STL Representative”). The Agreement shall be negotiated subsequent to the City’s review of RFP submissions and selection of a responsive proposer (“Proposer”) deemed best-qualified in the City’s sole judgment.

A. SERVICES

The Consultant will furnish the supervision, labor, tools, equipment, supplies, parts, and materials necessary to provide the following services at STL:

1. AOPADSS
2. Flight Data Services
3. Diversion Management Module
4. Real-time display of FAA textual NOTAMs and FICONS
5. VMATs Support/Maintenance Services of STL Equipped Fleet
6. Training
7. System Support/Maintenance
8. Transfer of Data from the Existing System
9. End of Contract
10. Optional Items
11. Cost Proposal

B. AIRPORT OPERATIONS SITUATIONAL AWARENESS and DECISION SUPPORT SYSTEM

1. The Consultant will provide a web-based application that serves as a real-time visualization tool for flight tracking, ground vehicle tracking, and an interactive map showing flight paths. The system will be 100% web-based and will not rely on any vulnerable Java plugins or heavy client downloads to users’ computers. This application will enable STL staff to view current and forecasted demand (for the next 12 hours) for aircraft operations at STL.
2. Key features to be included in the web-based application:

- a. System Architecture
 - i. 100% web-based without the need to download any software on local workstations, including but not limited to Java-based third-party tools.
 - ii. Multi-platform compatibility optimized for viewing on smartphones, tablets, and desktop displays.
 - iii. Application Support for Android and Apple devices
 - iv. Unlimited user licenses
 - v. Easy to access and updates automatically via wireless connection

- b. Surveillance Data
 - i. NAS-wide real-time shared situational awareness and flight data visualization.
 - ii. Instrument Flight Rule (IFR) and Visual Flight Rule (VFR) flight activity of all military and civilian Automatic Dependent Surveillance Broadcast (ADS-B) equipped aircraft, exclusive of the Federal Aviation Administration (FAA) Limiting Aircraft Data Displayed (LADD) list.
 - iii. Real-time dynamic weather radar imagery (including precipitation intensity and lightning strikes), with the ability to overlay this layer over a base map with flight data in real-time and historical replay conditions.
 - iv. Current Meteorological Aerodrome Report (“METAR”) data displayed for real-time situational awareness, and historical METAR reports based on user-defined date/time (both coded and decoded) formats. The format can include icons and images in place of standard text entries.
 - a. Coded: KSTL 271151Z 02007KT 10SM OVC044
17/08 A3007 RMK AO2
 - b. SLP177 60000 T01720078 10194 20172 53005

c. Uncoded: KSTL Airport, Date = 27 May, Time =11:51Z, Winds = 020° at 7 kts., Visibility = 10 mi, Clouds = Overcast at 4,400 ft., Temperature = 17°C, Dewpoint = 8°C, Altimeter 30.07 inHg

c. Graphica User Interface (GUI)

- i. Streamlined interface that prioritizes real-time display of aircraft and vehicles on the STL surface and arriving aircraft within ten (10) nautical miles of STL.
- ii. The application should optimize display real estate to minimize on-screen clutter and maximize the display of real-time information, taking into account screen size.
- iii. Permit users to create and save customized application views and data tags.
- iv. Access to real-time and tabular data display of STL arrivals, departures, and diversions.
- v. Display aircraft taxi times on a live map and in a tabular data display for DOT compliance monitoring, with aircraft color changes indicating when user-defined thresholds are exceeded.
- vi. User-selectable background maps, colors, and map layers that use industry-standard map sources such as Google Maps, Bing Maps, and OpenStreetMap.
- vii. The creation of map layers must support the use of airport GIS-generated “shape files” up to a maximum of 25 map layers.

d. Alerting and Monitoring

- i. During irregular operations or emergencies, the incident commanders and other emergency responders must have access to a real-time situational display of current airfield operations to ensure they can effectively respond, coordinate activities, and manage situations on the airfield safely.

- ii. Operational monitoring and alerting for tarmac delays, surface saturation, gate changes, diversions, and flight cancellations (aircraft color changes when user-defined thresholds are exceeded). Alerting methods will include:
 - Email
 - SMS text message
 - On-screen pop-up
 - Aircraft color changes (user-defined thresholds)
- iii. Operational replay and historical analysis:
 - Visual replay of operations and situations
 - Historical data analysis and report generation
 - User-defined geofences
- iv. Operational monitoring and alerting when surface visibility triggers Low Visibility Operations, restricting vehicle surface movements. Alerting methods will include:
 - Email
 - SMS text message
 - On-screen pop-up
- v. Operational monitoring and alerting of real-time lightning (cloud-to-cloud and cloud-to-ground) within a five (5) nautical mile radius of STL. Alerting methods will include:
 - Email
 - SMS text message
 - On-screen pop-up

C. FLIGHT DATA SERVICES

1. The Consultant must include, in the base solution, a data services feed that will be available to STL. This data feed provides flight plan information and real-time gate-to-gate position data for flights arriving and departing from STL, along with ground vehicle track data from vehicles equipped with Vehicle Movement Area Transponders (VMATs) and non-movement area transponders.

This fused data feed will provide operational monitoring and alerting for surface saturation, tarmac delays, gate changes, diversions, and flight cancellations.

2. Key features to be included in the data services:
 - a. Surveillance Systems:
 - i. National Airspace System (NAS) Wide Flight Data Feed – Flight data for the Continental United States (CONUS), Alaska, Hawaii, and Puerto Rico that allows for real-time shared situational awareness and data visualization.
 - ii. Airport Terminal Service Area data for a volume of 50 nautical miles from STL reference point (defined as 38.7486982, -90.3700257) and extending to an altitude of 20,000 feet mean sea level (MSL). All VFR and IFR aircraft movements in the defined airspace
 - iii. Automatic Dependent Surveillance Broadcast (“ADS-B”) – Augments traditional radar and enhances coverage in areas of radar shadow or poor coverage, especially at lower altitudes.
 - iv. Airport Surface Detection System (“ASDE-X”) data for the surface of STL, which allows for real-time tracking of aircraft on STL's surface. Coverage will be equivalent to the current ASDE-X/Airport Surface Surveillance Capability (“ASSC”) surface coverage at STL.
 - v. VMATs data for the surface of STL, which allows for real-time tracking of equipped vehicles on STL's surface. Coverage will include both movement and non-movement areas.
 - vi. Next-Generation Weather Radar (“NEXRAD”) S-band Doppler weather radar imagery (National Reflective Mosaic) with a five (5) minute refresh rate and access to a historical weather replay loop based on a user-defined period that will provide a sense of the direction and speed of movement of the inclement weather.

- vii. Real-time lightning data that focuses on lightning strikes (cloud-to-cloud or cloud-to-ground) within a five (5) mile radius of STL.

D. DIVERSION MANAGEMENT MODULE

1. The web-based application will include a diversion management module that automatically alerts users and sends notifications whenever a flight or aircraft is diverted to STL, immediately upon receiving relevant data from the FAA or third-party sources. Alerting methods will include:
 - a. On-screen pop-up (with unique aircraft colors for diversions and emergencies)
 - i. If possible, classification of diversion/emergency, such as weather, medical, mechanical
 - b. Email
 - c. SMS text message
2. The diversion information message and on-screen pop-up should include the following data:
 - a. International Civil Aviation Organization (“ICAO”) operator code if assigned
 - b. ICAO flight number
 - c. Tail Number
 - d. ICAO aircraft type
 - e. FAA airplane design group
 - f. ICAO airport diverting from
 - g. Reason for diversion (i.e., weather, medical, mechanical)
 - i. Weather = WX
 - ii. Medical = MD
 - iii. Mechanical = MX
 - h. Emergency If Yes = EMG
 - i. Estimated time of arrival (ETA) in Local and Zulu Time
Example: KAL037 HL7202 B77W V KORD MD EMG
11:00L/17:00Z
3. The diversion module will allow the user to configure custom filters to limit alerts, such as only alerting to certain types of aircraft, operators, or operator classes.

Examples:

- Exclude FAA Airplane Design Group I Aircraft
 - Exclude General Aviation Operators (Part 91)
4. The diversion management module will have the ability to push notifications out through third-party tools like Everbridge™ or other incident management systems.
 5. The diversion management module will utilize flight track correlation technology to further enhance situational awareness for airport personnel by highlighting the flight on the application with a distinct color (as mentioned above) throughout the entire diversion event.

Upon landing, an automatic timer will be displayed for the diverted flight. This timer will persist until the flight enters the ramp area.

E. REAL-TIME DISPLAY OF FAA TEXTUAL NOTAMs AND FICONs

1. The Consultant's solution must include the integration of Falcon Virtual Notice to Air Missions ("vNOTAMs") and Field Condition Reports ("FICONs") from the Federal NOTAM System ("FNS") as a selectable layer in the application, providing an intuitive visual representation of current and future airfield conditions.
2. Key elements that must be included in the map layer from the Falcon system:
 - a. Runway/Taxiway/Apron Closures, Restrictions, and Warnings
 - b. Runway/Taxiway/Apron FICONs
 - c. Graphical Temporary Flight Restrictions ("TFRs") and UAS NOTAMs
 - d. Location of Obstacle NOTAMs within the vicinity of STL
 - e. Weather information such as temperatures, dew point, visibility, wind speed, and direction
3. The integration of the Falcon vNOTAM and FICONs must be complete by the vendor no later than 30 days from the issuance of the notice to proceed.

F. VMAT SUPPORT/MAINTENANCE SERVICES OF STL EQUIPPED FLEET

1. The Consultant must support and maintain STL's existing one hundred twenty (120) VMATs.

The VMAT units are certified by the FAA to fully comply with FAA Advisory Circular (“FAA AC”) 150/5220-26. The unit enables continuous transmission of vehicle position and identification.

Data transmitted from vehicles is picked up by FAA ADS-B ground stations and displayed on air traffic controller displays in the tower cab, enabling complete FAA air traffic control (“ATC”) awareness of the vehicles' locations in the movement area. Additionally, data is displayed on the flight deck of appropriately equipped aircraft for enhanced pilot situational awareness.

2. The Consultant’s solution must integrate the VMAT data into the web-based application, allowing for the real-time display of all VMAT-equipped vehicles active on the airfield on the screen.
3. The data tag associated with each vehicle should include the following data types:
 - a. Vehicle Unique Identifier
 - b. Vehicle Type
 - c. Vehicle Ownership
4. The Consultant will conduct annual on-site audits of all VMAT units every twelve (12) months to ensure they are in good working order and meet the FAA’s certification, operation, and maintenance requirements as outlined in FAA Advisory Circular No. 150/5220-26 or the most current version.
5. The Consultant will be responsible for all ad-hoc maintenance and repair of VMAT units as needed to ensure regular airport operations are maintained.

G. TRAINING

1. The Consultant will provide initial new-user and annual recurrent training as needed, as part of the base system.
2. The initial new user training course will consist of a half-day on-site training session for at least ten (10) STL users. The training will occur after system acceptance, when all major components of the system are in place, tested, and verified to be operating as expected. This includes all the following elements:

- a. Web-based applications (desktop, smartphone, and tablet)
 - b. Flight data services
 - c. Diversion module
 - d. VMAT data integration
 - e. Integration of Falcon vNOTAMS and FICON data
3. Participants will receive their user credentials and login details before the new user training date. STL will provide training facilities, computers, and internet access for users to receive training. STL will approve the list of training topics before scheduling the user training. The Consultant should prepare a digital training manual that covers the entire training syllabus and allows users to practice exercises on their devices outside of the training session.
 4. STL users will have access to on-site recurrent annual training as part of the Consultant's yearly customer visit. This visit will consist of a half-day and be independent of the required on-site yearly VMAT audit.
 5. The Consultant will provide a virtual version of the training session, as requested by STL, once per year, in addition to the annual recurrent training. This ad-hoc new user training is to be conducted a maximum of once per calendar year during the contract duration.
 6. The Consultant will provide unlimited on-demand access to their online training portal, if one exists, for all authorized STL users to access as needed. This system is designed to supplement annual recurrent training, not to serve as a replacement.
 7. The contract will include the annual cost of one STL staff member attending the Consultant's yearly customer user forum event in the United States (U.S.) or internationally if a U.S.-based user forum is not held.

If the annual user forum event is canceled or otherwise not held, STL will receive a credit in the same amount towards its quarterly maintenance/service fee.

H. SYSTEM SUPPORT/MAINTENANCE

1. The Consultant will be responsible for all software and hardware maintenance of the AOPADSS, with no exceptions.

2. An unrecoverable loss of flight data for more than one (1) hour will be considered a major fault. The City will be compensated through a pro-rated credit to its quarterly service fee for flight data disruptions and losses greater than one (1) hour. These occurrences must be self-reported to STL within 24 hours of data restoration. The Consultant must indicate how many consecutive hours the flight data was unavailable and/or how many hours of data have been lost.
3. All application updates, including STL-used assets, except emergency patches, will be deployed outside STL's peak operational hours of 06:00-22:00 Central Time.
4. New software versions will first be deployed in a test environment and tested by STL employees before final approval and deployment to the live AOPADSS at STL.
5. The Consultant will provide annual updates to the surface management system software and supporting applications at a minimum. The Consultant will describe available new features and allow STL to choose which features to incorporate at no additional cost.
6. Unless otherwise indicated, the Consultant will adhere to the following service requests and fault resolution conditions as part of the AOPADSS Agreement with the City:

Fault Resolution and Response Matrix

| Category | Description | Response | Resolution Time | Target Achievement |
|-----------------|---|-----------------|---|--|
| 1a. Major Fault | Loss of collection of time perishable data. Faults that may lead to data loss or data corruption. Unable to start the system. Loss of unrecoverable data. | 1 working hour | 1 working day, except rebuild of deployed server. 5 working days for the rebuild of the deployed server. | 90% of all tickets to meet target resolution times. Measured over a period of one month. Target applies when more than one ticket fails to meet the target resolution time in the month. |
| 1b. Major Fault | Key function inoperable | 2 working hours | 1 working day | |
| 2a. Minor Fault | Reproducible loss of functionality | 1 calendar day | 1 working week | |
| 2b. Minor Fault | Minor software issues that do not | 2 calendar days | 1 month – fixes agreed within the | |

| | | | |
|-----------------|-------------------------------------|-----------------|---|
| | affect day-to-day operation of NOMS | | scope of a future software upgrade. |
| 2c. Minor Fault | Non-reproducible abnormalities | 2 calendar days | Ticket closed within 1 month if abnormality not reproduced. |
| 3. Request | “How do I?” question | 2 calendar days | 1 month to answer |

Response and resolution times will be determined from the time STL notifies the vendor of the request or fault, except for major failures such as data loss or disruption.

I. TRANSFER OF DATA FROM THE EXISTING SYSTEM

1. The Consultant will transfer all existing data from the current AOPADSS. This includes all historical flight operations data, diversion events, weather, geo-fences, and reports.

J. END OF CONTRACT

1. Should STL select a new Consultant to provide the AOPADSS at the end of the contract period, the current Consultant will, as part of its existing contract, cover all costs (time, materials, hardware, and shipping if required) to transfer all historical data including but not limited to flight operations, diversion events, weather, geo-fences and reports from the contract end date back to the beginning of the historical data in the system. The data will be provided to the new Consultant by means directed STL at the end of the contract.
2. The Consultant may not charge additional service fees for data transfer, system administration, or other related services.
3. If STL chooses a new Consultant at the end of the contract period, and if requested, the Consultant will extend the existing maintenance/service agreement on a month-to-month basis, maintaining the existing fee to bridge the period between the previous contract end date and the new system acceptance date.

K. OPTIONAL ITEMS

1. The Consultant will provide details and include quotes for the following optional items in their price proposal.
 - a. Implementation of an ATC Radio Replay module, synchronized to aircraft movements in real-time, within the web-based application.

The Consultant will list all U.S. client airports where the system is currently installed and in use.

- i. The module should be fully integrated into the web-based application, and the synched recordings should be available in near real-time (within five (5) minutes)
- ii. The price proposal should include the one-time installation, setup, data integration, and testing costs of the system, as well as the yearly support and maintenance costs.
- iii. STL requires that all ATC recordings be archived for six months and that any tagged audio recordings be preserved and maintained indefinitely as part of the historical data archive.
- iv. The Consultant should assume that a suitable rooftop location on an STL-designated building at STL is available with power and internet to mount the receiving antenna and there is an interior room/space close by with space to house the radio scanner array.
- v. The price quote will be based on the assumption that STL wants the following frequencies to be recorded and archived.

STL RADIO FREQUENCIES TO BE RECORDED AND ARCHIVED

| Frequency | Alpha Tag | Description |
|------------------|------------------|---|
| 125.025 | STL ATIS | Automatic Terminal Information Service (ATIS) |
| 119.500 | STL ClrncDel | Clearance Delivery |
| 121.900 | STL Ground-I | Ground - Inbound |
| 121.650 | STL Ground-O | Ground - Outbound |
| 118.925 | STL Ground-W | Ground - West |
| 127.550 | STL Meter-E | Metering - East |
| 121.075 | STL Meter-W | Metering - West |
| 120.050 | STL Tower-N | Tower - North |
| 118.500 | STL Tower-S | Tower - South |
| 132.475 | STL Tower-W | Tower - West |
| 119.150 | STL Dep-N | North Departures |
| 128.100 | STL Dep-S | South Departures |
| 132.125 | STL App-N | North Feeder (Initial Approach) |
| 121.025 | STL App-S | South Feeder (Initial Approach) |
| 124.250 | STL Final-N | North Final |

| | | |
|---------|--------------|-------------------|
| 126.550 | STL Final-S | South Final |
| 125.100 | STL Approach | Approach (1/3/19) |

5.0 FAILURE TO PERFORM

- A. If the Airport Representative determines at his/her sole discretion that the quality or quantity of any work required to be performed under the Agreement is unacceptable or that the Consultant has failed or refused to perform the work, the City may take reasonable and necessary actions to perform the work or remedy the Consultant’s failed or under performance(s).
- B. All reasonable costs or expenses incurred by the City will be promptly and timely paid or reimbursed by the Consultant as provided for in this Section. The City may deduct such costs, plus 15 % for administrative costs, from any payments due to the Consultant under the Agreement or the City may invoice the Consultant for such costs which will be due within thirty (30) days of the City’s written request.
- C. **The work, if necessary, and any other actions taken by the City pursuant to this subsection may only be performed after first providing at least five (5) working days’ notice to Consultant of such failure to comply.** Subsequent to receipt of notice that the City will perform the work or remedy the breach or default, the Consultant must not undertake further performance of such work without the specific prior authorization from the Airport Representative.
- D. Within the five (5) working days’ notice period the Consultant may demonstrate to the City why no such alleged failure is present or timely remedy such alleged failure having obtained the Airport Representative’s specific prior authorization to undertake further performance of such work. The City may forestall any work or actions it is entitled to perform pursuant to this subsection if such failure cannot be reasonably cured within five (5) working days and provided the Consultant promptly and diligently pursues corrective action to the City's reasonable satisfaction.

6.0 FEES

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

7.0 STATEMENT OF QUALIFICATIONS

All Proposers must prepare a "Statement of Qualifications" that describes, in detail, the organization of the Proposer's firm and pertinent experience of the nature described in this RFP. Each Proposer shall submit a listing of clients for which the Proposer provides comparable services of the nature contemplated in this RFP. The listing of comparable experience must be provided as part of the Proposal and the listing of comparable project experience must provide names, contact persons, addresses, and phone numbers of at least three (3) responsible references for verification of experience. Proposers must specifically address the following:

- A. A statement of corporate capabilities which demonstrates that the Proposer has a minimum of five (5) years of experience within the last six (6) years in the service, repair, maintenance, and installation of the systems outlined in the scope of work, at three (3) airports (U.S. airports preferred) with a minimum of 160,000 annual operations.
- B. The proposer must have current, demonstrated experience in the support of VMATs or equivalent devices, with at least one client having a similar number of fielded devices as those requested in the scope of work.
- C. Location of principal office where the work will be managed from.
- D. Resumes of key personnel, citing relevant experience with U.S. airports with project scopes similar to the activities described in the RFP.
- E. Proposed Fee Structure and Cost Proposal Summary.
- F. A complete list of all proposed subconsultants and compensation for subconsultants.(see Section 21 entitled "Subcontracting and Assignment").
- G. A complete list of all owners, directors, and officers of the Proposer and all proposed subcontractors, independent subcontractors, etc. (See also Section 21, entitled "Subcontracting and Assignment").
- H. The proposer shall furnish the past three (3) fiscal or calendar year-ended completed financial statements prepared in accordance with generally accepted accounting principles and with an independent Certified Public Accountant (CPA) statement attached, if said CPA's statement is available. The proposer's statements referenced above must include the following:
 - 1. Balance sheet;
 - 2. Statement of changes in financial position;
 - 3. Income statement; and
 - 4. All footnotes relative to the above statement

- I. Any required licenses or certificates, as well as the Missouri Certificate of Good Standing (if applicable).
- J. Any additional information that may be relevant in assessing the qualifications, experience, and ability of the Proposer.
- K. The Proposer must submit as part of its Proposal a written synopsis, which fully discloses and explains the following events: i) any termination for cause of an Airport Operations Situational Awareness and Decision Support System Services contract in which the Proposer or the Proposer's affiliates, are or were a party to that were terminated for cause within the past three (3) years; and ii) any debarment proceedings recommended or initiated, or debarment decisions, in the past three (3) years against the Proposer or the Proposer's respective directors, officers or employees, including their respective affiliates. Proposer shall include as part of its Proposal copies of any termination notices, debarment notices, complaints, or reports, finding of fact or law, rulings or decisions of debarment. For purposes of this Section 7.K, an "**affiliate(s)**" means a person or entity that directly or indirectly through one or more intermediates controls, or is controlled by, or is under common control with, the Proposer, and includes subcontractors.

8.0 RESPONSIBILITIES OF THE CONSULTANT

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

- A. Comply with all applicable rules and regulations including ordinances, resolutions, plans, operating directives, environmental plans or programs, Airport certification manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as may be amended in performing the work or services contemplated herein or the Provisions of the Agreement. The Consultant will comply with all statutes, laws, ordinances, orders, judgements, decrees, permits, directions, and requirements of the City and all federal, state, city, local and other governmental authorities, as may be amended now or hereafter applicable, in performing the Provisions of the Agreement or the work or services contemplated herein.
- B. Carry out the services as described in Section 4 entitled "Scope of Work", as ordered, requested, and directed in writing by the STL Representative.
- C. Not subcontract, assign, or otherwise transfer any of the services or work to be performed under the Agreement without the prior written consent of the City. Failure to obtain prior written consent of the City will be deemed cause for termination of the Agreement. (See Section 21 entitled "Subcontracting and Assignment").

- D. Be responsible for the employment and supervision of its own staff to carry out its obligations under the Agreement and be responsible for the performance and payment of professional services that it may hire, subject to the Provisions of the Agreement, in addition to the Consultant's regularly employed staff. (See Section 22 entitled "Subcontracting and Assignment").
- E. Be responsible for the professional quality, technical accuracy, and coordination of information and materials utilized to implement the services provided under the Agreement. The Consultant will, without any additional compensation, correct or revise errors or deficiencies for which it is responsible in the course of providing its services under the Agreement as determined by the STL Representative.
- F. Treat all knowledge of the City's intentions, operations or procedures, and business as confidential and regulated under 49 CFR Part 1520 "Protection of Sensitive Security Information", and at no time divulge such information without the prior written consent of the Director, unless otherwise required by a court order or subpoena, a copy of which has been presented to the Director. The Consultant shall timely inform the City of any such order or subpoena prior to releasing said confidential information. If disclosure of said confidential information is required by court order or subpoena, the Consultant shall timely notify the City in writing at least five (5) business days prior to disclosure so that the City may seek court intervention concerning the potential disclosure of said confidential information.
- G. Provide personal attention to and prompt services for all assignments. The Consultant understands and agrees that the City does not waive any rights or bases for any cause of action by the virtue of its review, approval, acceptance, or payment of any services provided by the Consultant under the Agreement.
- H. Throughout the term of the Agreement, the Consultant will maintain all licenses, certifications, and credentials necessary to perform the services contemplated herein in accordance with all applicable federal, state, and local laws, and regulations including, without limitation all applicable rules and regulations of United States Department of Transportation (**USDOT**) as they may be amended from time to time.

9.0 TERM

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

Commence Date: January 1, 2025 Expiration Date: December 31, 2028

10.0 DUE DATE OF PROPOSAL

- A. Written Proposals will be received up until the hour of **2:00 P.M. Local Time, August 15, 2025**. All Proposals must be addressed and delivered to:

**Delia Cummings, Contract Supervisor
St. Louis Lambert International Airport
Airport Properties Division – Terminal 1, MTN 2501
10701 Lambert International Boulevard
St. Louis, Missouri 63145**

One (1) copy of the Proposal must be submitted. **Proposals received after the due date and time, or not delivered to the designated point, will not be considered.** The Proposal must be presented in a **sealed** envelope addressed to Ms. Cummings at the address provided above, with the words “**RFP For Airport Operations Situational Awareness and Decision Support System Services**” plainly written across the left end face of the envelope. The name and address of the Proposer must also appear on the face of the envelope.

OR

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

Delia Cummings dfcummings@flystl.com

With copies also sent via email to:

Gin Nelson gmnelson@flystl.com

Robert Salarano rcsalarano@flystl.com

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

Proposals submitted electronically must be submitted in one PDF document, titled “**Airport Operations Situational Awareness and Decision Support System Services**” followed by the name of the Proposer. This information must also appear in the subject line of the email. Please allow ample time for the email to be transmitted. **The submittal time of record will be the time the email reaches Ms. Cummings. Also note, the size limit for emails is 10 megabytes, and it is recommended that any document over 10 megabytes be compressed before sending to avoid possible delays in transmitting.**

Note: Please send the Proposal as a single document in the PDF format requested. Do not include links to any documents required by the RFP, for example, financial statements, company biographies, references, etc.

11.0 RIGHTS OF THE CITY

- A. The City reserves the right to reject any Proposal which, in the City's sole and absolute opinion, the Proposer does not have the qualifications as stated in this RFP, including the necessary experience, the financial capacity or the ability to perform the Scope of Work, or any non-responsive Proposal or any Proposal submitted without the required information. In addition, any Proposal not in compliance with the procedural requirements for submitting a Proposal will be rejected. The City reserves the right to reject any or all Proposals in whole or in part with or without cause; to negotiate for the modification of any Proposal; to advertise for new Proposals; to perform the work or services itself; to waive minor irregularities and formalities; or to proceed to have the services performed otherwise. The City also reserves the right to establish a "cure" period, in the event that a Proposer(s) has not submitted the required information, for the purpose of obtaining complete Proposals or curing other defects in a Proposal. The City, in addition to the previously stipulated reservations, reserves the right to disqualify any Proposer and reject any Proposal submitted that is not, in the City's sole and absolute judgment, competent, experienced, or qualified to perform the work and services contemplated herein. The City reserves the right to thoroughly investigate financial status, experiences, and record of the Proposer and reserves the right to reject any and all Proposals. The submission of a Proposal by any Proposer **does not** in any way commit the City to enter into a contract with that Proposer or any other Proposer. This list of the City's' rights is not all-inclusive.
- B. More than one Proposal from a Proposer under the same or different names will not be considered. Proposals will be rejected if there is reason to believe collusion exists among Proposers and no participant in such collusion will be considered in future Proposals for providing these Airport Operations Situational Awareness and Decision Support System Services. The City reserves the right in its sole and absolute discretion to reject any Proposal from any Proposer that is in arrears; or is currently in default to the City upon any debt or contract; or that is a defaulter as surety or otherwise, upon any obligations to the City within the last three (3) years; or has failed in the City's sole determination and discretion to perform properly, adequately, or faithfully any previous contract within the last three (3) years with the City. The City reserves the right in its sole and absolute discretion to reject any Proposal from a Proposer that is currently involved in litigation with the City regarding any previous contract obligation.

12.0 PROPERTY OF THE CITY

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

13.0 QUESTIONS

- A. If the Proposer finds a discrepancy in, or omission from this document or any of its attachments, has any doubts as to their true meaning, or requires any additional information to prepare the Proposal, the Proposer must notify Delia Cummings, St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Boulevard, Terminal 1, MTN 2501, St. Louis, Missouri 63145, **in writing on or before August 1, 2025, 2025 at 5:00 PM local time.** The City will not be responsible for any oral instructions given with regard to the completion and submission of any Proposal. Any interpretation of this RFP or any of its attachments will be made only by duly issued addendum. The City will not be responsible for any other explanations or interpretations of this RFP or any of its attachments. Questions received and responses provided will be made available to all Proposers via duly issued addendum.
- B. The Proposer shall carefully examine the entire contents of this RFP including any attachments, addenda and the premises of the Airport, and shall judge for itself all circumstances and conditions affecting its Proposal.
- C. All information or data in the RFP and any subsequent addenda, while believed to be reliable, are to be used by the Proposer at its sole risk, and the City, its officers, employees, and agents do not accept any responsibility or liability in any fashion for its use by the Proposer in structuring a Proposal in response to this RFP.

14.0 NOT A CONTRACT

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

15.0 SELECTION CRITERIA

- A. The selection of the Consultant(s) will be made by a five (5) member committee (the “**Selection Committee**”) comprised of two members from STL Staff, one member appointed by the Office of the Mayor of the City, one member from the Comptroller’s Office and one member from the Office of the President of the Board of Aldermen. The Selection Committee, in its sole judgment and in the best interest of the City and STL, will select a responsive Proposer best qualified to perform the services described (See Section 16 entitled “Award of a Contract”).
- B. The City will require in-person presentations and software demonstrations from any Proposer deemed qualified and responsive by the selection committee.
1. The presentation will require each qualified Proposer to demonstrate their software’s capabilities in response to a series of problem statements.
 2. The City will require each Proposer to configure a fully functional live AOPADSS demo system that uses STL flight operations data or an equivalent U.S. airport in advance of the in-person presentations. Failure to prepare the demo environment could result in the Proposer’s proposal being deemed non-responsive.
 3. The presentation will be no more than forty five (45) minutes in length and will follow the format listed below:
 - a. Software demonstration – 30 min
 - b. Selection Committee questions and Proposer responses – 15 min
- C. The Proposer may contact only the STL Contract Supervisor for any questions. If the Proposer contacts any member of the Selection Committee, such contact may render the process invalid or eliminate the Proposer from the selection process. It is anticipated that the Selection Committee’s selection of the Consultant can be made within thirty (30) days after the receipt of the Proposals.
- D. If the Selection Committee decides to award an Agreement, the City will then schedule a time for the City and successful Proposer(s) to finalize the scope of work and negotiate and draft the terms of the Agreement, including without limitation, the fee structure (see Section 6 entitled “Fees”). If a successful Proposer refuses or neglects to timely execute an Agreement with the City or fails to timely furnish the required proof of insurance and endorsements, bonds, affidavits, or other required documents as requested by the City, the City may in its sole and absolute discretion, then award the Agreement to the next responsive Proposer best qualified to perform the services, as determined by the Selection Committee. If selected, the next responsive Proposer will be subject to the same procedures and timetables as provided herein. If the second-best Proposer also fails or refuses to fully execute the Agreement or fails to timely furnish the

requested proof of insurance and endorsements, bonds, affidavits, or other documents requested by the City, the next best Proposer, if selected, will be subject to the foregoing provisions and son on as determined by the Selection Committee.

E. The selection criteria and factors to be considered by the Selection Committee in the selection of the Consultant are set out below (see also Section 11 entitled "Rights Of The City").

a. RFP EVALUATION CRITERIA/FACTORS

- i. Proposer's plan to satisfy and perform the Scope of Work; as outlined in the "Scope of Work" (See Section 4). **(0 to 30 pts.)**
- ii. Proposer's presentation and software demonstration **(0 to 30 pts.)**
- iii. Proposer's demonstrated ability, years of experience, and amount of experience in providing Noise and Operations Monitoring Systems at an airport; as outlined in the "Statement of Qualifications" (See Section 7). **(0 to 25 pts.)**
- iv. Firm's cost proposal to the City **(0 to 15 pts.)**

(MAXIMUM POINTS 100)

F. The City of St. Louis, 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 Proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit Proposals in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex age, or disability in consideration for an award.

16.0 AWARD OF CONTRACT

A. The Agreement(s), if awarded, will be awarded by the City to one or more responsive and qualified Proposer(s) who, in the City's sole and absolute judgment, best meets the requirements and submits the best proposal(s) as specified in the RFP. Responsiveness, experience, and qualifications will be determined from the information furnished by the Proposers in the submitted Proposals, in interview sessions, if held, as well as from other sources determined by the City. After award of the Agreement, the Proposer(s) selected will meet with the Airport Staff to finalize the scope of work and terms and fees for the work described in Section 4.0, "Scope of Work" of this RFP.

- B. The City intends to enter into an Agreement with a successful Proposer beginning on the Commencement Date and ending three (3) years from that date. The award of the Agreement to a successful Proposer under this RFP as well as the Provisions and terms of the Agreement to be awarded must be approved by the City's Airport Commission and its Board of Estimate and Apportionment.

17.0 REQUIRED SUBMITTALS

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

- A) Statement of Qualifications as provided for in Section 7.0, "Statement of Qualifications" (See Sections 7.A, 7.B, and 7.C).
- B) Documentation demonstrating Proposer's ability to comply with personnel requirements of this RFP. The documentation should include resumes for the key managers or executives, including the branch manager, who will be responsible for the Proposer's performance (See Sections 7.D, 7.F and 7.G).
- C) A list of five (5) business references, including a contact person's name, complete address and telephone number for each reference. The references requested in Section 7.0 entitled "Statement of Qualifications" must be included as part of this business reference list.
- D) The Proposer's fiscal year-end Financial Statements for the last three (3) years (See Section 7.H).
- E) Completion of the Authorized Submission Form (Attachment 1).
- F) Certificate(s) of Insurance or statement from insurance company (See Section 18.0, "Proof of Insurance").
- G) Authorization from Surety firm of intent to provide a Performance Bond and Payment Bond in the amount of \$5,000.00 each (See Section 20.0, "Performance Bond and Payment Bond" and Attachment 4, entitled "Proposal To Bond Form"). A completed Proposal to Bond Form or a Proposal to Bond on Surety Company stationery must be provided with the Proposer's Proposal.

- H) Missouri Unauthorized Aliens Law Acknowledgement and Acceptance Declaration and Affidavit (See Section 30.0, “Missouri Unauthorized Aliens Law” and Exhibit A and Exhibit B).
- I) Cost Proposal Summary (See Section 7.E and 7.F).
- J) License(s) and Certificate of Good Standing (See Section 7.I).
- K) List of subcontractors to be included as part of the Statement of Qualifications and compensation for subcontractors (See Sections 7.F and 21B).
- L) List of owners, directors, and officers (See Section 7.G).
- M) Location of principal office (See Section 7.C).
- N) Living Wage Acknowledgement and Acceptance Declaration (See Section 26.0 and Exhibit C).
- O) A list of proposed staff to be utilized including descriptions of technical expertise and experience (See Section 7 and 21.B).
- P) Synopsis of Terminations and Debarments (See Section 7.K).
- Q) Anti-Discrimination Against Israel Act Acknowledgement and Declaration and Affidavit. (See Section 31.0 entitled “Anti-Discrimination Against Israel Act” and Exhibits E and F)
- R) Sub-Consultant Utilization Plan and Notice of Intent to Perform as a Sub-Consultant (See Attachment 2)

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

18.0 PROOF OF INSURANCE

- A. Proof of adequate insurance or the ability to obtain said insurance to protect and insure St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City of St. Louis, Missouri and the City’s Board of Aldermen and the Airport Commission; and their respective officers, agents, and employees (the “**Insured Parties**”) and the Proposer, **on an occurrence basis**, against all claims and demands by third persons for bodily injury (including wrongful death) and property damages arising or alleged to arise out of the activities of the Proposer, its officers, agents, employees, subcontractors and independent contractors pursuant to the proposed contract under the following types of coverage:

1. Comprehensive General Liability - \$2,000,000.00 Combined Single Limits, and
 2. Comprehensive Automobile Liability – Missouri State required insurance limits \$100,000.00 per occurrence, \$300,000.00 aggregate (all vehicles, including owned, hired and non-owned), and
 3. Professional Liability, including Errors and Omissions – 1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
- B. The Consultant will maintain Workers' Compensation and Employer's Liability Insurance at least at the statutory requirement and in accordance with Missouri laws and regulations. Consultant will require that all of its subcontractor's licensees similarly provide such coverage. The Insured Parties, its officers, employees, or agents will not be liable or responsible for any claims or actions occasioned by Consultant's failure to comply with the provisions of this subsection. The indemnification provisions of the Agreement apply to this subsection. It is expressly agreed that the employees of the Consultant are not employees of the Insured Parties for any purpose, and that employees of the Insured Parties are not employees of the Consultant.
- C. A current Certificate(s) of said insurance, proposal to insure, or statement from Proposer's insurance company acknowledging that this requirement can be met must be submitted with the Proposal. Proposer shall also submit a current Certificate of Insurance or proposal to insure from the Proposer's insurance company for Worker's Compensation and Employer's Liability. The Proposer acknowledges and agrees that the Agreement will require the Consultant to name St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City of St. Louis, Missouri, and the City's Board of Aldermen and the Airport Commission; and their respective officers, agents, and employees as an "Additional Insured" under the Proposer's Comprehensive General Liability and Comprehensive Automobile Insurance and to indemnify St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City of St. Louis, Missouri, and the City's Board of Aldermen and the Airport Commission; and their respective officers, agents, and employees.

19. INDEMNIFICATION:

- A. The Consultant will protect, defend, and hold completely 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 (the "Indemnified Parties"), 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 Consultant'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 their designee will give to Consultant reasonable notice of any such claims or actions. The Consultant will also use counsel reasonably acceptable to the City Counselor of the City or their designee, after consultation with the Director or their designee, in carrying out its obligations hereunder. The provisions of this section survive the expiration or early termination of the Agreement.

- B. The Consultant will indemnify, defend, and save harmless the Indemnified Parties from all suits, 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 resulting from any act, error or omission, or willful misconduct of the Consultant, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors, or any defective materials or equipment used or supplied by Consultant.
- C. The Consultant 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 Consultant or its officers, employees, representative, or agent in the execution of the Agreement.
- D. The Consultant 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

20.0 PERFORMANCE BOND AND PAYMENT BOND

- A. At or prior to the execution of the Agreement, the Consultant shall execute a Performance Bond and a Payment Bond each in the amount of Five Thousand Dollars (\$5,000.00) with surety satisfactory to the City conditioned on the full and faithful performance of all terms, covenants, and conditions of the Agreement. Affirmation by the Surety Company to execute said bonds must be executed by an Attorney-in-Fact for the surety company before a Notary Public licensed by the State of Missouri. The Payment and Performance Bonds must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of a one-year renewable bond to meet the requirements of this Section. The Consultant shall notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bond or Payment

Bond and if the Consultant's Performance Bond or Payment Bond is terminated, cancelled, not renewed or extended, the Consultant shall promptly provide the City with a replacement bond(s) in full compliance with this Section. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.

- B. A copy of the bonds, in a form acceptable to the City, must be given to the Manager for review and approval before the Consultant performs any work under the Agreement.
- C. Proposer shall submit with its Proposal a completed "Proposal to Bond Form" executed by the Proposer's Surety Company or a Proposal to Bond on the Surety Company's stationary (See **Attachment 4**, entitled, "Proposal to Bond Form").

21.0 SUBCONTRACTING AND ASSIGNMENT

- A. It is the policy of the City of St. Louis to ensure equal opportunity for all business enterprises, including minority and women's business enterprises, in contracting, subcontracting, 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 Proposal process.
- B. Proposer shall submit, as part of its Proposal, all subconsultants it proposes to utilize under the Agreement, if awarded, as well as the proposed scope of work each subconsultant will perform and the expected percentage of each subconsultant's participation.
- C. The Proposer agrees to take all reasonable steps to ensure that all business enterprises, including Minority-owned Business Enterprises (MBEs) and Women-owned Businesses Enterprises (WBEs), have equal opportunity to participate in contracts and subcontracts financed by the City of St. Louis provided under the Agreement. The Proposer will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts or in the performance under this or any other contract financed by the City of St. Louis.
- D. The Proposer may utilize the City of St. Louis Minority and Women Business Enterprise on-line directory, located at St. Louis Development Corporation's (SLDC) CertifySTL Business Certification System web based program made available at <https://sldc.gob2g.com/> to verify that proposed Minority and Women Business Enterprises (MBEs and/or WBEs) contractors are currently certified. Proposers can search by business names, business description, commodity code, contact person/owner's name, location, or ethnicity.

- E. Consultant will not subcontract or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director and such approval may be withheld by the City without cause or justification. At least sixty (60) days prior to any contemplated subcontracting of service or work, or the transfer of any part of the services or work to be performed hereunder, Consultant shall submit a written request to the Director. This request must include a copy of the proposed subcontract or agreement, and a completed St. Louis Lambert International Airport Request To Change Subcontractor List (Substitution or Add Form) (**See Attachment 3**). At a minimum, any subcontract or other agreement must require strict compliance with the terms, covenants, and conditions of the Agreement. The parties understand and agree that the Consultant is responsible for the performance of its subcontractors or agents under the Agreement. No subcontract or any other agreement will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement as provided for above.
- F. Consultant will not assign or transfer the Agreement without the prior written approval of the City, as provided for in Ordinance 63687 approved in 1996. At least ninety (90) days prior to any contemplated assignment of the Agreement, Consultant shall submit a written request to the City. This request must include a copy of the proposed assignment agreement. The City reserves the right to refuse such request without cause or justification. No assignment will be made or will be effective unless Consultant is not in default on any of the terms, covenants, and conditions of the Agreement. The parties to the Agreement understand and agree that the Consultant is and will remain responsible for the performance of its assigns under the Agreement. No assignment will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.
- G. Any subcontracting, assignment or transfer or of services without the consent of the City, as provided for above, will constitute default on the part of the Consultant under the Agreement. No action or failure to act on the part of any officer, agent, or employee of the City will constitute a waiver by the City of this provision.
- H. Notwithstanding any other term or provision in the Agreement, the City may assign the Agreement at its sole discretion by providing Notice to Consultant as described above.
- I. If applicable, when mobilization payments are approved as a contract line item for the prime Consultant, the subcontractor shall be paid a reasonable amount not to exceed five percent (5%) of their contract by the prime Consultant no later than five-(5) business days before the subcontractor is required to mobilize to start their contracted work. Subcontractor's request can be contained on their initial bid, quote and/or proposal to the prime or in the form of an invoice/request for payment which details the request. The prime Consultant 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.

22.0 PRE-PROPOSAL MEETING

A pre-proposal meeting will be held via Zoom on Thursday, July 31, 2025 at 2:00 p.m. **Participation in the Pre-Proposal Meeting is voluntary, but highly recommended.** If you have questions regarding the meeting or wish to participate, please contact the Airport Properties Division via email at dfcumings@flystl.com. The link for the meeting is:

[Join Zoom Meeting](#)

One tap mobile: US: [+13092053325,86924482762#,...*941075#](tel:+1309205332586924482762941075) or
[+13126266799,86924482762#,...*941075#](tel:+1312626679986924482762941075)

Meeting URL: <https://flystl.zoom.us/j/86924482762?pwd=jiXTiXYqgf9DKwLu2WYCh74gUa2VST.1>
Meeting ID: 869 2448 2762
Passcode: 941075

Join by Telephone

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

Dial: +1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 646 931 3860 US
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 669 444 9171 US
+1 669 900 9128 US (San Jose)
+1 689 278 1000 US
+1 719 359 4580 US
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US

23.0 MEDIA INQUIRIES / ADVERTISING

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

24.0 CUSTOMER SERVICE

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

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

25.0 PREVAILING WAGE AND FRINGE BENEFITS

- A. The Consultant 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 Consultant 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. Consultant shall keep full and accurate records identifying the names and classification of every service employee employed by them in the performance of

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

26. LIVING WAGE

- A. Living Wage Requirements: Proposers are hereby advised that the City’s Living Wage Ordinance 65597 and 71948 (“**Ordinance**”) and associated “**Regulations**” apply to the service for which Proposals are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the Successful Proposer and the City must be paid a minimum of the applicable Living Wage rates set forth in the attached Living Wage Bulletin (see **Exhibit D, attached and incorporated herein**), and, if the rates are adjusted during the term of the Agreement pursuant to the Ordinance, applicable rates after such adjustment is made. Each Proposer must submit the “Living Wage Acknowledgment and Acceptance Declaration” with its Proposal which is attached hereto as **Exhibit C** and incorporated herein. (See **Proposer’s Checklist, Item 10**). Failure to submit this declaration with the Proposal will result in rejection of the Proposal. A successful Proposer’s failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the Agreement and the imposition of additional penalties as set forth in the Ordinance and Regulations.

Copies of Ordinance No. 65597 and No. 71948 and associated Regulations, which are incorporated herein by reference, may be obtained by contacting:

Airport Assistant Director
Office of Business Opportunity
11495 Navaid Road, 2nd Floor
St. Louis, Missouri 63044
Phone: (314) 426-8111

27. NON-DISCRIMINATION IN EMPLOYMENT

- A. Proposer 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. Consultant 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 Consultant, 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. Consultant will permit reasonable access by the City to such persons, reports and records as are necessary to ascertain compliance with fair employment practices.
- D. If the Consultant 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 Consultant 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 Proposer will have no claim for any damages against the City.
- E. Consultant will incorporate the above Sections 28.A through 28.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.
- F. If the Consultant is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with Sections 28.A through 28.E, such Consultant will notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

28. CIVIL RIGHTS GENERAL PROVISIONS

- A. In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- B. The above provision binds the Consultant and subcontractors from the proposal solicitation period through the completion of the contract.

29. **CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS**

- A. The City of St. Louis, 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 Proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit Proposals in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.
- B. During the performance of the Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows:
1. **Compliance with Regulations:** The Consultant (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 Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the 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 Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the

Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** If a Consultant 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 Consultant under the Agreement until the Consultant complies; and
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

- C. During the performance of the Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38; (See also 49 CFR Part 27 and 28 CFR Parts 35 and 36);
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); or
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

30.0 MISSOURI UNAUTHORIZED ALIENS LAW

- A. Requirements: Proposers are advised that the Agreement executed with the Successful Proposer pursuant to this RFP, is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri, 2016 (the "Missouri Unauthorized Aliens Law"). As a condition for the award of the Agreement, the Successful Proposer, 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 Proposer 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 Proposer's Checklist Item 12.)** Each Proposer must submit the attached "Missouri Unauthorized Aliens Law Acknowledgment and Acceptance Declaration" with its Proposal. **(See attached Exhibit A, incorporated herein and Proposer's Checklist Item 11)** Failure to submit this declaration with your Proposal will result in rejection of the Proposal. A Successful Proposer's failure to comply with the Provisions of the Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of the Agreement by the City and other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties for violation of the Missouri Unauthorized Aliens Law as set forth therein. The Successful Proposer will deliver a fully executed original of the Affidavit (see Exhibit B) including required documentation in accordance with the Missouri Unauthorized Aliens Law, within twenty (20) days after notice to the Successful Proposer of the award and prior to performing any work under the Agreement.
- B. Information regarding the Missouri Unauthorized Aliens Law is available on the Missouri Attorney General's web site at <https://ago.mo.gov/get-help/programs-services-from-a-z/unauthorized-alien-workers>. Information regarding E-Verify can be found on U.S. Citizenship and Immigration Services' web site at <https://everify.uscis.gov/enroll/>.

31.0 ANTI-DISCRIMINATION AGAINST ISRAEL ACT REQUIREMENT

- A. Proposers are advised that the Agreement executed with the Successful Proposer pursuant to this RFP is subject to Section 34.600 of the Revised Statutes of Missouri 2016, as amended (the "**Anti-Discrimination Against Israel Act**"). As a condition for the award of the Agreement the successful Proposer will, **by sworn affidavit**, affirm it is not currently engaged in and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business with the State of Israel.

- B. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit F** "Affidavit". **(See Proposer's Checklist Item 14)** Each Proposer must submit the attached "Anti-Discrimination Against Israel Act Acknowledgment and Acceptance Declaration" with its Proposal **(see attached Exhibit E, incorporated herein, and Proposer's Checklist Item 13)** Failure to submit this declaration with your Proposal will result in rejection of the Proposal. A Successful Proposer's failure to comply with the Provisions of the Agreement related to the Anti-Discrimination Against Israel Act may result in the termination of the Agreement by the City and other remedies available to the City at law or in equity. Proposer will deliver a fully executed original of the Affidavit **(see Exhibit F)**, within twenty (20) days after notice to the Successful Proposer of the award and prior to performing any work under the Agreement unless the Anti-Discrimination Against Israel Act does not apply to the award of the Agreement. The Ant-Discrimination Against Israel Act does not apply to contracts with a total potential value of less than One Hundred Thousand Dollars \$100,000) or to Proposers with fewer than ten (10) employees.

32.0. FEDERAL FAIR LABOR STANDARDS ACT PROVISION

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, 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.
- C. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

33.0. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

34.0. SEISMIC SAFETY

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

35.0 DISTRACTED DRIVING

The City encourages the Consultant 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 motor vehicles while performing work activities associated with the Agreement. The Consultant must include the substance of this section in all sub contracts that involve driving a motor vehicle in performance of the work associated with the Agreement.

36.0. CLEAN AIR AND WATER POLLUTION CONTROL

Consultant agrees to comply with all applicable standards, Executive Orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec. 740-7671q) and the Federal Water Pollution Act as amended (33 U.S.C. Sec. 1251-1387). The Consultant agrees to report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency and the Federal Aviation Administration. Consultant agrees to include this provisional requirement in all subcontracts that exceed \$150,000.

37.0 FACILITIES PROVIDED BY THE AIRPORT

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

38.0 PRECAUTIONARY MEASURES

- A. Consultant will exercise every precaution to prevent injury to persons, damage to property, and inconvenience to the City’s travelers, licensees, invitees, airlines operating at the Airport, and other users of the Airport. Consultant will place watchmen, erect barricades and railings, give warnings, display lights, signals, or

signs and exercise precautions against fire, or electrocution, and take other precautions as may be necessary, proper, and desirable(See Section 18 "Proof of Insurance" and Section 19, "Indemnification".)

- B. Consultant shall comply with Social Distancing guidelines in effect at such time that are recommended by the CDC in coordination with the Airport Representative.
- C. Consultant shall be responsible for developing and implementing plans and procedures to prevent and mitigate the spread of COVID-19 or any other infectious disease within their work area to the maximum extent practical, with approval from the Airport Representative.

39.0 BADGING

- A. *All* Consultant employees performing work under the Agreement *must* be issued, and *must* maintain, an Airport ID Badge issued by Airport Security Operations. The Airport will not escort Consultant or subcontractor employees.
- B. The Consultant will comply with all applicable federal, state and local governmental laws and regulations and Airport rules and regulations as amended.
- C. The Consultant at its cost will supply to and update as needed for the Airport Police Security Operations Bureau, a list of the Consultant's employees to be issued an Airport ID Badge.
- D. The Consultant will, when directed by the Airport Representative, schedule its employees to be issued an Airport ID Badge and fingerprinted for a criminal history check by the Airport Police Security Operations Bureau. The Consultant will maintain at all times adequate control of said identification badges. All employees issued identification badges will be required to attend the Security Identification Display Area (SIDA) class, and any other security or ID Badge-related training class required by the Airport.
- E. The Consultant will bear the cost of providing new and/or renewal badge for the Consultant's employees working under the Agreement. The cost for initial badging is \$85.00 per employee. This fee includes the cost of the badge, fingerprinting, mandatory Security Threat Assessment, and the SIDA class. Badges must be renewed every 12 months at a cost of \$35.00 per badge. The cost for status change, lost, stolen, or damaged identification badges and any associated training will be the sole responsibility of the Consultant. The replacement cost for a lost badge is \$75.00 for the first badge, \$100.00 for the second badge, and \$175.00 for a third badge. No fourth badge will be issued.

Rates for Airport ID Badges are subject to change during the term of the Agreement.

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

- G. The Consultant will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and 49 CFR Part 1542 as amended. Any and all violations by the Consultant or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Consultant, or its officers, employees, agents, or representatives, will be the responsibility of the Consultant. The City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City.

IMPORTANT NOTE

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

For MBE and WBE certification inquires contact St. Louis Development Corporation at 314.327.7234.

For Compliance Monitoring and Enforcement inquires contact the Office of Business Opportunity (OBO) at 314-426-8111.

1. **Statement of Qualifications**
See Sections 7.A, 7.B, 7.G and 17.A
2. **Resumes of key managers**
See Sections 7.D and 17.B
3. **List of References**
See Sections 7 and 18.C
4. **Financial Statements**
See Sections 7.H and 18.D
5. **Certificate of Insurance**
See Sections 17.F and 18
6. **Cost Proposal Summary**
See Sections 6, 7.E, 7.F, 17.K and 17.I
7. **Completed Authorized Submission Form**
See Section 17.E and Attachment 1
8. **Completed Sub-Consultant Utilization Plan and Notice of Intent to Perform as a Sub-consultant**
See Sections 17.R, and Attachment 2

9. **Proposal To Bond Form/Proposal To Bond on Surety Company Letterhead**
See Sections 17,G, 20, and Attachment 4
10. **Living Wage Acknowledgement and Acceptance Declaration**
See Section 26 and Exhibit C and 17.N
11. **Missouri Unauthorized Aliens Law Acknowledgement and Acceptance Declaration**
See Sections 17H, 30, and Exhibit A
12. **Missouri Unauthorized Aliens Law Affidavit**
See Sections 17H, 30, and Exhibit B
13. **Anti-Discrimination Against Israel Act Acknowledgment and Declaration**
See Sections 7Q, 31, and Exhibit E
14. **Anti-Discrimination Against Israel Affidavit**
See Sections 17.Q and 31, Exhibit F
15. **Licenses and State of Missouri Certificate of Good Standing**
See Sections 7.I and 17.J
16. **List of owners, directors, and officers**
See Sections 7.G and 17.L
17. **Location of principle office**
See Sections 7.C and 17.M
18. **Synopsis of Terminations and Debarments**
See Sections 7.K and 17.P
19. **Proposed Staff with technical expertise to be utilized**
See Sections 7.D and 17

Attachment 1

Authorized Submission Form

AUTHORIZED SUBMISSION FORM

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

Submitted by:

(Firm Name)

By:

(Signature)

(Typed or Printed Name)

(Title)

(Date)

Address:

Telephone:

() _____

Email Address

Federal ID Number

Attachment 2

**Sub-Consultant Utilization Plan and Notice of Intent to Perform
as a Sub-consultant**

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

Attachment 3

**St. Louis Lambert International Airport
Request To Change Subcontractor List
(Substitution or Add Form)**

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

Attachment 4

Proposal To Bond Form

PROPOSAL TO BOND FORM

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

licensed in Missouri, as Surety, does hereby state that he/she understands the obligation of the Proposer under the proposal presented above and further understands and agrees to perform as surety for the Proposer as required by Section 20.0, PERFORMANCE BOND AND PAYMENT BOND, in the event that the proposal of _____, the Proposer, is accepted by the City of St. Louis, Missouri.

Signature _____

Title _____

Date _____

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

Exhibit A

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

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

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: _____

Proposer's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Proposer, I hereby acknowledge that the Proposer understands that the contract or agreement that will be executed with a successful Proposer pursuant to this solicitation is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the "Missouri Unauthorized Aliens Law"). If awarded a contract pursuant to this solicitation, the Proposer hereby agrees to comply with all applicable sections of the Missouri Unauthorized Aliens Law including, without limitation, Section 285.530(2) and (5) of RSMo. 2016, as amended. I am authorized to make the above representations on behalf of the Proposer.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

Exhibit B

Affidavit

(Missouri Unauthorized Aliens Law)

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

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

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

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

I have the legal authority to make the following assertions:

1. _____ (Consultant) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with _____ (the "Agreement"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2016, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2016, as amended, _____ (Consultant) does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.

Affiant

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

Notary Public

My Commission Expires:

Exhibit C

**Living Wage Ordinance Acknowledgement
and Acceptance Declaration**

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

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Proposer's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

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

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

Exhibit D

Living Wage Adjustment Bulletin

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE
RATES EFFECTIVE APRIL 1, 2025

In accordance with Ordinances No. 65597 No. 71948, 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 **\$16.66** 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 **\$22.02** 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) The prevailing fringe benefits rate, as required under the Ordinance and defined by section 6.20.010 of the Revised Code of the City of St. Louis, is **\$5.36** 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, 2025**. 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 [Ordinance 65597 | City of St. Louis Ordinances \(stlouis-mo.gov\)](https://www.stlouis-mo.gov/ordinances/65597) or obtained from:

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

Exhibit E

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

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

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Bidder/Proposer's (Company) Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Bidder/Proposer, I hereby acknowledge that the Bidder/Proposer understands that the contract or agreement that will be executed with a successful Bidder/Proposer pursuant to this solicitation is subject to Section 34.600 of the Revised Statutes of Missouri 2016, as amended (the "**Anti-Discrimination Against Israel Act**"). If awarded a contract pursuant to this solicitation, the Bidder/Proposer hereby agrees to comply, if applicable, with the Anti-Discrimination Against Israel Act. I am authorized to make the above representations on behalf of the Bidder/Proposer.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Exhibit F

Anti-Discrimination Against Israel Act Affidavit

STATE OF _____)
) SS
COUNTY OF _____)

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

Before me, the undersigned Notary Public, personally appeared

_____ (Name)

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

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

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

St. Louis.

I have the legal authority to make the following assertion:

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

Affiant

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

Notary Public

My Commission Expires: