



## ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

## **SOLICITATION FOR BID FOR**

## LIFE SAFETY AND SECURITY SYSTEMS SERVICES

#### **BID INFORMATION**

Solicitation: Life Safety and Security Systems Services

The Airport is requesting bids from qualified bidders to

perform the above services.

<u>Pre-Bid Meeting</u>: October 6, 2025 and 1:00 pm (Zoom), local time

RSVP to Gin Nelson, gmnelson@flystl.com

Questions Due: On or before October 13, 2025

Bid Due Date: October 29, 2025 and 2:00 pm, local time

STL Contact: Gin Nelson

Contract Compliance Officer Airport Properties Division

(314) 426-8033

gmnelson@flystl.com





September 19, 2025

### **PROSPECTIVE BIDDERS:**

Attached is the Solicitation for Bids for Life Safety and Security Systems Services at St. Louis Lambert International Airport. Sealed bids will be received at the St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Drive, MTN 2501, St. Louis, Missouri 63145 until 2:00 p.m. on October 29, 2025, at 2:00 pm at which time they will be publicly opened and read. Bids will be opened in the Airport Properties Division Conference Room located in the lower level of Terminal 1, adjacent to the A Concourse Security Checkpoint (MTN 2450).

Bids must be submitted on the included APPENDIX "C." Bids, which may be submitted via electronic email or regular mail service, should be submitted in strict accordance with instructions given in Appendix A, Section 31 of the SFB. If the bids are mailed via regular mail, one copy must be presented in a sealed envelope addressed to the Airport Contract Compliance Officer at the address provided above, with the words "Bid For Life Safety and Security Systems Services" clearly written across the left hand face of the envelope.

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

A Pre-Bid Meeting will be conducted on **October 6, 2025 at 1:00 pm** local time via Zoom. Pre-Bid Meeting participation is not mandatory, but is highly recommended. Please see Appendix A, Section 30 of the SFB for more information.

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

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 solicitation are to be made in writing on or before **October 29, 2025** and should be addressed to Gin Nelson, Contract Compliance Officer.

Sincerely,

Gin Nelson

**Contract Compliance Officer** 

**Enclosure** 

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### APPENDIX "A"

# TECHNICAL SPECIFICATIONS (LIFE SAFETY AND SECURITY SYSTEMS SERVICES)

## 1. **DEFINITIONS**

The following terms and definitions are used in this solicitation:

"Agreement" means the contract that the City intends to be awarded to the Successful Bidder under this SFB and executed between the City of St. Louis and the Contractor for Life Safety and Security Systems Services.

"Airport" means the property owned by The City at St. Louis Lambert International Airport.

"Airport Representative" means the Airport Assistant Director of Landside Operations or their authorized or designated representative.

"Airport Rules and Regulations" means those lawful and not unjustly discriminatory rules and regulations, including ordinance and operating directives, promulgated by the Director, the Airport Commission, or the City from time to time for the orderly administration or operation of the Airport.

"Bid" means the Bid as defined in Appendix A, Section 2.A "Solicitation" of this SFB.

"Bidder" means a person or entity submitting a Bid under this SFB as more fully described in **Appendix A**, **Section 2.B "Solicitation"** of this SFB.

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

"Commencement Date" means the date the term of the Agreement begins, which is February 1, 2026 as provided for in Appendix A, Section 7 "Term".

"Contractor" means the Successful Bidder.

"Contract Year" means a consecutive twelve (12) calendar month period beginning on the Commencement Date and each twelve (12) consecutive calendar month period thereafter during the term of the Agreement.

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

"**Director**" means the Director of Airports of the City of St. Louis or their authorized representatives or designated representative.

"Expiration Date" means the date the term of the Agreement ends, which is \_\_\_\_\_ as provided for in Appendix A, Section 7 "Term".

"Extras" means additional service work or modifications, additions, or extras ordered in writing by the Director, as more fully described in **Appendix A**, **Section 6** "Extra Work."

"Holiday" means New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

"**Normal Hours**" means those hours worked between the hours of 6:00 a.m. to 5:00 p.m. Central Time Zone, Monday through Friday, excluding Holidays.

"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 Bidder 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

"Outside Normal Hours" means those hours worked between the hours of 5:00 p.m. and 6:00 a.m. Central Time Zone Monday through Friday, and all-day Saturday, Sunday and Holidays.

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

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

"Successful Bidder" means a responsive and qualified Bidder submitting the lowest and best bid in accordance with the Provisions of this SFB.

### 2. SOLICITATION

### A. Bid Award

The City will select the Successful Bidder on the basis of the lowest and best Bid submitted on Appendix C, Bid Forms, along with the Bidder's qualifications and ability to comply with the Appendix A, Technical Specifications, and Appendix B, General Specifications (collectively referred to as the "Bid"). The City's Airport Commission and its Board of Estimate and Apportionment must approve the Successful Bidder as well as the Provisions of the Agreement. The City reserves the right to award a contract to a qualified and responsive Bidder that submits the lowest and best Bid as determined by the City in its sole discretion.

## B. Disqualifications

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

## C. Rights Reserved by City

- 1. The City reserves the right to thoroughly investigate the financial status, experience, qualifications, competence, reputation, and record of the Bidder, and the City reserves the right to reject any or all bids.
- 2. The City reserves the right to reject any Bid if, in the City's sole opinion, the Bidder does not have the minimum qualifications as stated below, (see Appendix A, Section 3 "Qualifications"), including the necessary experience, the financial capacity or the ability to perform the scope of work;

- 3. The City reserves the right to disqualify any Bidder and reject any Bid that is not, in the City's sole judgment, competent, experienced, or qualified to perform the work or service; or not in the City's best interest.
- 4. The City reserves the right to reject any Bid if the Bid is a conditioned Bid, contains erasures, alterations, or alternatives, is not accompanied by all the items identified on the Bidder's Checklist, is submitted without the required or requested Bid information; or is not in compliance with the procedural requirements for submitting a Bid as set out in the cover letter to this SFB;
- 5. The City reserves the right in its sole discretion to reject any Bid from any Bidder 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 obligation to the City within the last three (3) years; or has failed in the City's sole determination and discretion to properly, adequately, or faithfully perform any previous contract within the last three (3) years with the City.
- 6. The City reserves the right in its sole discretion to reject any Bid from any Bidder that is currently involved in litigation with the City regarding any previous contract obligations.
- 7. The City reserves the right to perform one, all, or any combination of the following: reject any or all Bids; advertise for new Bids; cancel this SFB.
- 8. The City, in its sole determination, reserves the right to, waive minor irregularities and formalities, establish a "cure" period, if a Bidder or Bidders have not submitted the required Bid information for the purpose of obtaining complete Bid submittals and correcting other defects in a Bid.
- 9. This list of the City's rights is not all inclusive.

## D. Bidders Responsible For Bid

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

#### E. Forfeiture

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

### F. Not A Contract

This SFB is not a contract or a commitment of any kind by the City or the Airport. Nor does it commit the City to pay for any costs incurred by the Bidder in the submission of its Bid or any cost incurred prior to the approval and execution of a formal contract with the City. The award of the Agreement to the Contractor

under this SFB as well as the Provisions of the Agreement to be awarded must be approved by the City's Airport Commission and its Board of Estimate and Apportionment.

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

## 3. QUALIFICATIONS

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

- A. Bidder must maintain at all times during the Term of the Agreement and provide with Bidder's Bid, a copy of a current UL Service Certificate and the UL certification numbers for Fire Alarm Service and Security Services (see Appendix C). Bidder shall provide as part of its Bid a written synopsis which illustrates that the Bidder has the experience of the nature described in this SFB and satisfies the minimum experience requirements of this SFB listed below (See Bidder's Checklist):
  - 1. The Bidder must also have a minimum of seven (7) years of experience within the last eight (8) years in the service, repair, maintenance and installation of the following:
    - a. High voltage [120VDC 220VDC] control and annunciator fire alarm panels
    - b. Low voltage [48VDC 22VDC] control and annunciator fire alarm panels
    - c. High voltage [220VDC] alarm initiating devices including, but not limited to the following: manual pull stations, ionization type smoke detectors, photoelectric smoke detectors, flame detectors,

and heat detectors

- d. Low voltage [48VDC 22VDC] alarm initiating devices.
- e. Audible fire alarm devices and circuits including bells [vibrating and single stroke], horns, sirens, and voice evacuation systems
- f. Smoke door holder and release devices
- g. Sprinkler system supervision devices including, but not limited to: water flow detector devices and tamper devices
- h. Wireless link system for Access Control and Video Surveillance systems
- i. Security Access Control Systems –

Bidder must certify that it currently employs at least five (5) local technicians within the St. Louis metropolitan area that are Lenel OnGuard Certified Professional technicians in Access Control. All certifications must be current and valid, and Bidder shall provide a written synopsis demonstrating in-depth knowledge and experience of integrated video surveillance and access control systems. (See **Bidder's Checklist**).

j. Sound System –

Bidder must certify that it currently employs at least three (3) local technicians within the St. Louis metropolitan area that are factory trained and certified on the AtlasIED paging system and related products currently in use at Airport facilities. Bidder shall provide a written synopsis demonstrating in-depth knowledge or experience on paging systems and related products used at Airport facilities. (See **Bidder's Checklist**).

k. Fire Alarm Systems –

Bidder must certify that it is an authorized Notifier Engineered Systems Distributor, within the St. Louis metropolitan area, and currently employs at least five (5) local technicians that are factory trained and certified on the Notifier fire alarm systems and products in use at Airport facilities. All technicians providing services under the Agreement shall be at least National Institute for Certification and Engineering Technologies [N.I.C.E.T.] Level II certified. Bidder shall provide, as part of its bid, the list of current certification numbers. (See **Bidder's Checklist**)

## 1. Fire Clean Agent Systems –

Bidder must certify that it that it is a Factory Authorized
Distributor for Ansul, Fike, and Kidde clean agent systems within
the St. Louis metropolitan area, and currently employs at least one
(1) local technician that is factory trained and certified on these
systems and products in use at Airport facilities. Technicians
providing service under the Agreement shall be at least National
Institute for Certification and Engineering Technologies
[N.I.C.E.T.] Level II certified in Special Hazards. Bidder shall
provide, as part of its bid, the list of current certification numbers.
(See Bidder's Checklist)

## m. Security Video Surveillance Systems –

Bidder must certify that it currently employs three (3) local technicians, within the St. Louis metropolitan area, that are Genetec Certified technicians. All certifications must be current and valid. Bidder shall provide a written synopsis demonstrating in-depth knowledge and experience of integrated video surveillance and access control systems. (see **Bidder's Checklist**).

### n. Conference Room Systems –

Bidder must certify that it currently employs three (3) local technicians, within the St. Louis metropolitan area, that are Avixa CTS Certified technicians. All certifications must be current and

valid. (see Bidder's Checklist).

o. Voice Systems –

Bidder must certify that it currently employs three (3) local technicians, within the St. Louis metropolitan area, that are Mitel 3300 ICP MCD Certified technicians. All certifications must be current and valid (see **Bidder's Checklist**)

- p. Bidder shall employ locally, within the St. Louis metropolitan area, and have on staff during the entire Term of the Agreement a Professional Electrical Engineer [PE], Registered Communication Distribution Designer [RCDD], Microsoft Certified System Engineer [MCSE], and Cisco Certified Network and Design Associates [CCNA and CCDA]. All certifications must be current and valid. (See Bidder's Checklist)
- q. Multiple User Flight Information Display System [MUFIDS] –

Bidder must certify that it currently employs at least two (2) technicians with a minimum of three (3) years of experience in the service, maintenance and inspections of MUFIDS and related products currently in use at Airport facilities. Bidder shall provide a written synopsis demonstrating in-depth knowledge or experience on MUFIDS and related products used at Airport facilities. (See **Bidder's Checklist**)

B. Bidder must have the financial capability to perform the "Scope of Work" as described in **Appendix A**, **Section 5** of this SFB and must submit the last two (2) years' financial statements, prepared in accordance with generally accepted accounting principles, including an independent CPA's statement attached, if said CPA's statement is available. Examples of acceptable financial statements include: Balance Sheets, Statement of Changes in Financial Position, and Income Statements, as well as all accompanying footnotes.

(See Bidder's Checklist)

- C. Bidder and all proposed subcontractors must be licensed to do business in the State of Missouri when the Agreement is executed and must submit a current Certificate of Good Standing from the Missouri Secretary of State, if applicable. The Bidder and all proposed subcontractors must also submit proof of registration with the Missouri Secretary of State. (See Bidder's Checklist)
- D. Bidder must submit, at a minimum, references from three (3) different business entities, including contact name, telephone number, mailing address, and email address. These business references must be from customers to whom the Bidder has provided Life Safety and Security Systems Services of the same nature and type described in this SFB. (See Bidder's Checklist)
- E. Bidder must submit as part of its Bid a written synopsis which fully discloses and explains either of the following events occurring in the last three (3) years, including copies of any associated notices, complaints, reports, findings of fact and/or law, rulings, or decisions (**See Bidder's Checklist**). For purposes of Appendix A, this Section 3.E, an "affiliate(s)" means a person or entity that directly or indirectly through one or more intermediates, controls, is controlled by, or is under common control with, the Bidder.
  - 1. Any termination for cause of a Life Safety and Security Systems Services contract, or any contracts for related services, in which the Bidder or the Bidder's affiliates are or were a party to; and
  - 2. Any debarment proceedings recommended or initiated, or debarment decisions against the Bidder or the Bidder's respective directors, officers or employees, including their respective affiliates.
- F. The City will not enter into an Agreement with any Bidder who is found to be delinquent on City of St. Louis Earnings Taxes or is unable to procure a City of St. Louis Business License, if such license is applicable.

## 4. INVESTIGATION OF CONDITIONS

A. The Bidder should investigate all conditions for the required work, carefully read the specifications, and inform itself fully of the conditions under which the work is to be performed.

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

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

## 5. SCOPE OF WORK

The Bidder shall perform the following work or services subject to and in accordance with the Provisions of the Agreement and at the discretion of the Airport Representative. The Bidder shall coordinate the services performed under the Agreement with the Airport Representative. (See Appendix A, Section 8.J "Administrative Procedures").

#### A. Service

The Bidder shall furnish all supervision, labor, tools, equipment, supplies, parts, and materials necessary to make modifications, additions, inspect, test, repair, perform preventative maintenance and corrective maintenance on the "Life Safety and Security Systems" (more fully described in Appendix A, Section 5.G "Scope of Work" below) for the City at the Airport. The Contractor shall provide additional emergency repair and testing services as required to keep the Life Safety and Security Systems operating in a safe and efficient manner. Bidder must complete and submit Appendix C, entitled "Bid For Life Safety and Security Systems Services."

The Airport Representative may add, delete or modify life safety and security systems and all associated equipment, software and hardware throughout the

Term of the Agreement without the Bidder's approval by providing written notice.

## B. Preventative Maintenance, Inspections, and Tests

- 1. The Contractor shall comply with preventative maintenance, inspections, and testing schedules as provided by the Airport Representative, and/or per manufacturer's recommendations.
- 2. The Contractor shall invoice the City only for actual labor, parts and materials required to perform preventative maintenance, inspections, and testing of the Life Safety and Security Systems Services.

## C. Emergency Maintenance and Repair Services

- 1. The Contractor shall provide emergency maintenance and repair service twenty-four (24) hours-a-day, seven (7) days-a-week, to include weekends, Holidays and inclement weather as ordered by the Airport Representative or designee, throughout the Term of the Agreement. The Contractor shall report to the Airport within two (2) hours after receiving notification from the Airport Representative or designee.
- 2. The Contractor shall invoice the City only for the actual labor, parts and materials required to complete the emergency repair along with the "Travel Service Charge for Unscheduled Service Trip" at the rates set out in Appendix C.

## D. Life Safety and Security Systems

The Bidder shall provide, maintain, support, repair and/or replace the following Life Safety and Security Systems (this list is not exhaustive and may be updated by the Airport Representative as needed):

- 1. Access Control Systems (Lenel) including software
- 2. Baggage Information Audio System
- 3. Biometric Exit System (Amadeus)
- 4. Central Monitoring Alarm Service and Equipment

- 5. Clean Agent Fire Suppression Systems
- 6. Conference Room Technologies
- 7. Digital Signage (Daktronics)
- 8. Digital Signage System
- 9. Fire Alarm System
  - a. Monthly testing of Emergency Broadcast System between the hours of 12:00 am and 3:000 am.
  - b. Upon request of the Airport Representative, training seminars covering the entire Fire Alarms system shall be provided to Airport employees.
- 10. Fire Command Audio Evacuation System
- 11. Fire Command Computer System
- 12. Fire Extinguishers (Portable) Annual and monthly inspections of all portable fire extinguishers, replacement and disposal when needed or when requested by the Airport
- 13. Gate Management (Go Apron)
- 14. Hold Up Alarm System (Westinghouse)
- 15. Infrared Beams (Takex)

Representative.

- 16. Intellisoft, Airport ICE, and associated systems and software
- 17. Key System (Morse Watchman)
- 18. Lindbergh Tunnel Systems Including Emergency Telephone System, Fire Alarm System, Ground Water Sensors, Linear Heat Detection System, Radio Antenna System
- 19. Multiple User Flight Information Display System (SITA)
- 20. Paging / Sound Distribution System (AtlasIED)
- 21. Public Address Distribution System
- 22. Queue Management (Qless)
- 23. Security Cameras including Metrolink Platforms & Elevators
- 24. Video Distribution System (Haivision)
- Video Surveillance System (Dallmeier)
   Including all monitors, recorders, and software
- Video Surveillance System (Genetec)Including all monitors, recorders, and software
- 27. Voice System (Mitel)
- 28. Wired Music Service
- 29. Wireless Link System for Access Control and Video Surveillance Systems

## E. Software Upgrades and Support

- 1. The Bidder shall provide software and on-going support, including licensing, upgrades and custom software integration, required by the manufacturers of the following systems (this list is not exhaustive and may be updated by the Airport Representative as needed):
  - a. Atlas IED Sound/Paging software
  - b. Dallmeier Video Surveillance System software
  - c. Enterprise Air
  - d. Genetec Video Surveillance Systems
  - e. Go Apron Gate Management software
  - f. Haivision Video Distribution System software
  - g. Intellisoft Airport ICE System software
  - h. Intellisoft NO-FLY-ICE
  - i. Intellisoft Notify ICE
  - j. Lenel Access Control System software
  - k. Mitel Voice System software
  - 1. QLess Queue Management software
  - m. SITA Flight Information Display software
  - n. Zoom Video Conference software
- 2. Bidder, at its cost, will be responsible for obtaining and maintaining any software service agreements included in this Section 5E.
- 3. Bidder **may** be required to purchase, on behalf of the Airport, servers to accommodate the proposed upgrades and software integration(s) described above.

## F. IT Department Support (Labor)

 Provide one (1) full-time time equivalent Information Technology support, similar to Programmer/Analyst 2, embedded within the City's Airport IT Department as directed by the Airport's Information Systems Support Manager.

## 2. Support may include the following:

- a. On-site analysis, diagnosis, and resolution of desktop problems for end users, including off-site repair for remote users, as directed.
- b. Construct, install, and test customized configurations based on various platforms and operating systems.
- c. Install, configure, test, maintain, monitor, and troubleshoot end user hardware, peripheral devices, printing/scanning devices, presentation equipment, and software to deliver required desktop service levels.
- d. Collaborate with Technology team members to ensure efficient operations of the organization's desktop computing environment.
- e. Receive and respond to incoming calls and/or work orders regarding desktop problems.
- f. Ensure desktop connections are in proper working order.
- g. Perform related functions consistent with the scope and intent of this position as directed by the Information Systems Support Manager.
- h. Other IT related duties, as assigned by the Manager or his designee.

## G. Service Areas

The Bidder should expect to perform services throughout a variety of Airport areas, which include but are not limited to:

- 1. Terminals
- 2. Concourses
- 3. Fire Houses
- 4. Cargo Buildings

- 5. Maintenance Buildings
- 6. Support Facilities, such as the Airport Office Building
- 7. Lindbergh Tunnel
- 8. North Air Cargo
- 9. Electrical Vault 2 and Electrical Vault 3
- 10. Central Stores
- 11. Terminal 1 and Terminal 2 Parking Garages
- 12. Building 42
- 13. Canine (K-9) Facility
- 14. Missouri Air National Guard
- 15. Future Airport facilities

## H. Records and Reports

1. The Bidder, if selected, shall keep and maintain files at the Airport in a form specified by the Airport Representative. Such records and reports may include, but are not limited to: equipment and product information, Life Safety and Security Systems information, blueprints of Life Safety and Security System locations and zoning, permits, warranty information, preventative maintenance records and reports, testing reports, and history of repair. All such records and reports shall remain at all times the property of the City. Any reports, information, records, specifications, blueprints, schedules, documents, data, etc., given to, prepared by, or assembled by the Bidder must not be made available or disclosed to any individual or organization by the Bidder without the prior written approval of the Director.

2. All inspection and test reports and records shall be in a format acceptable to the Airport Representative.

### I. Parts

- The Contractor shall supply all parts, components, and materials equal to or better than original equipment manufacturers (OEM) specifications and they shall be free of defects in the materials and workmanship. All parts and components must be new, UL listed, and Factory Manual approved (if applicable). All parts and components must be compatible with existing systems at the Airport.
- 2. The Contractor must receive approval from the Airport Representative prior to replacing any part or component and/or supplying other than original equipment manufacturer (OEM) parts or components.
- 3. The City, without limitation, reserves the right to solicit bids and award contracts to other contractors for any modifications, additions, preventative maintenance, inspections, testing or repairs to the Life Safety and Security Systems Services at the Airport, to purchase parts and components, and the right to furnish parts or materials at its discretion.

## J. Workmanship

- 1. All work under the Agreement shall be performed by skilled personnel directly supervised by the Contractor.
- 2. All work performed under the Agreement must be in accordance with the best practices of the trade and must comply with all applicable building codes as well as the current rules and regulations of the National Electrical Manufacturers Association., the National Electrical Code, and the National Fire Protection Association (NFPA) Codes. All work performed must be in accordance with applicable National Codes which include, but are not limited to NFPA 90A, 72, and International Building Codes (IBR).

#### K. Service Hours

- 1. The Contractor shall provide services twenty-four (24) hours-a-day, seven (7) days-a-week, to include weekends, Holidays and *inclement weather*. The Contractor shall report to the Airport within two (2) hours after receiving notification from the Airport Representative. The Contractor shall notify the Airport Representative upon arrival and departure from the service location.
- 2. The majority of the services will be performed during Normal Hours. Some services will be required to be performed Outside Normal Hours. The Contractor shall coordinate all services with the Airport Representative.

## L. Plan Review & Design Support Services

When requested, Bidder shall provide plan review and design support services of life safety and security systems.

#### 6. EXTRA WORK

- A. At the written request and direction of the Director, additional Life Safety and Security Systems Services work or modifications, additions, or extras ("Extras") may be required. The fee or charge for Extras will be agreed upon up front in writing on a case-by-case basis as described herein and in Appendix A, Section 11.E "Payments" of this SFB. For all work conducted under the Agreement, the total amount to be paid to the Bidder must not exceed the total Contract Not-To-Exceed Amount of the Agreement. (See Appendix A, Section 11.K "Payments")
- B. Any work not specified in the Agreement that may be fairly implied as included in the Agreement will be done by the Bidder without extra charge. The Director will be the sole judge.
  - 1. The Bidder will do all Extras that may be requested or ordered in writing by the Director. No claim for Extras will be allowed unless such Extras have been ordered in advance by written request of the Director.

- 2. The Bidder will furnish the Director with itemized bills for all items included under this heading, and such bills may be verified or audited by the City.
- 3. All bills for Extras done in any month, will be submitted to the Director, in writing, before the 15<sup>th</sup> day of the following month, and the amounts therein must be in accordance with the daily time, material, and equipment statements approved by the Director.
- 4. As proof of costs, the Bidder must submit copies of itemized invoices received from the Bidder's approved subcontractor(s) which have been previously reviewed and approved by the Bidder.
- 5. Extras will be paid for based on of a fixed amount, rate, charge, or any combination thereof agreed upon and approved by the Bidder and the Director in writing prior to such Extras being performed. (See Appendix A, Section 11.E "Payments")

### 7. TERM

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

"Commencement Date": February 1, 2026 "Expiration Date": January 31, 2029

### 8. ADMINISTRATIVE PROCEDURES

A. Before work under the Agreement commences, the Bidder will designate, by written notice to the Airport Representative, an experienced, competent and knowledgeable, full-time employee of the Bidder as the Bidder's "Project Coordinator." The Project Coordinator will be fully authorized to act for the Bidder in all matters covered by the Agreement. The Bidder will also furnish all

- supervisory personnel with copies of these specifications and will make certain that all such personnel understand the Provisions thereof.
- B. When necessary, or as requested by the Airport Representative, the Bidder will make periodic reports and recommendations to the Airport Representative concerning conditions, transactions, situations or circumstances encountered by the Bidder relating to the services to be performed under the Agreement.
- C. The Bidder's performance hereunder must meet the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services contemplated by the Agreement. All work will be executed in the most workmanlike, safe and substantial manner and everything will be furnished by Bidder that is necessary to complete and perfect the aforesaid work according to the design and intention, whether particularly specified or not which may be inferred from the Agreement and its specifications. Work which should properly be performed by skilled laborers, will not be attempted by common laborers.
- D. The Bidder will ensure that all equipment and temporary offices and trailers used on the job are conspicuously marked with both the name and telephone number of the Bidder (if applicable).
- E. The Bidder must clean up the work site each day. This clean-up must include placing material, tools, and equipment in a neat, safe, and orderly arrangement. Equipment must never block access to existing facilities. Rubbish, debris, rubble, and garbage must be properly removed daily and disposed of by the Bidder in accordance with all applicable local, state, and federal laws and regulations. The City and its officers, agents, representatives, or employees are not responsible or liable for, in any way whatsoever, for any hazardous condition created by, arising out of, or incidental to the Life Safety and Security Systems Services performed by the Bidder or its officers, employees, contractors, representatives, or agents under the Agreement. (See Appendix B, Section 1 "Insurance" and "Indemnification")
- F. The Bidder will furnish, and have on the job at all times, ample equipment to properly and safely carry out the work contemplated herein including such tool or equipment as may be necessary to meet emergency requirements.

- G. The Bidder will give personal attention to the performance of the Agreement and will, upon request, furnish to the Airport Representative a list of all employees (including subcontractor's employees) performing services under the Agreement. (See also Appendix B, Section 4 "Subcontracting and Assignment".) The Bidder will maintain and update this list throughout the Term of the Agreement.
- H. The Bidder will be present at the work site continuously during working hours throughout the progress of the work, either in person, or through his Project Coordinator or supervisory personnel to receive directions or furnish information. Any instructions or directions given to the Project Coordinator or supervisory personnel of the Bidder will be considered the same as given to the Bidder in person.
- I. Bidder, at its cost, will secure all applicable permits and licenses and approvals required or necessary to fulfill the Provisions of the Agreement.
- J. If requested by the Airport Representative, the Bidder will attend a preperformance conference prior to commencement of any work under the Agreement. Said conference will be after the date of Agreement execution, and prior to start of the work.
- K. The work to be performed under the Agreement is on an active Airport. Therefore, prior to the start of any work under the Agreement, the Bidder will, if requested, provide the Airport Representative with a work schedule which will indicate a proposed sequence and time schedule of the work to be accomplished for the Airport Representative's prior written approval. (See Appendix A, Section 5, "Scope of Work.")
- L. In case of an emergency, the Director, Deputy Director of Operations and Maintenance, or the Airport Representative, will have authority to order the Bidder to immediately terminate work and clear the area of personnel and equipment. The Bidder will immediately comply to such an order with all possible speed.
- M. The Airport Representative will determine the amount, classifications, acceptability, and fitness of all work to be done, and will decide all questions which may arise relative to the proper performance of the Agreement, and their decisions

will be final, except as provided for in **Appendix A**, **Section 14 "Right of Review"**.

- N. The City reserves the right to solicit bids and award contracts to other contractors for any modifications or additions to the Life Safety and Security Systems Services. The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the work contemplated herein. (See Appendix A, Sections 11.F "Payments" and 24.G "General Provisions")
- O. Bidder is not permitted to markup subcontractor invoices.
- P. The Bidder and its subcontractors shall provide, at their sole cost, any and all Personal Protective Equipment (PPE), safety equipment or safety supplies needed to perform the services contemplated in this SFB.

#### 9. RULES AND REGULATIONS

- A. The Bidder will comply with all applicable rules and regulations including resolutions, plans, operating directives, Airport Certification Manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as amended, in performing the required work or services. The Bidder will comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City as amended, and all federal, state, city, local and other governmental authorities, now or hereafter applicable, in performing the required work and service.
- B. The Bidder 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 Bidder or its officers, employees, subcontractors, independent contractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Bidder, or its officers, employees, agents, or representatives, will be the responsibility of the Bidder. City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City.

- C. The Bidder will be responsible for the work of all subcontractors and agents, and all work must be kept under the Bidder's control. A complete list of all such subcontractors will be submitted to the Airport Representative for his/her prior written approval. (See Appendix B, Section 4 "Subcontracting and Assignment")
- D. The Bidder will not be entitled to any claim for damages or losses whatsoever against the City or its officers, employees, agents, representatives, due to hindrance or delay from any cause whatever in the progress of the work or any portion thereof including without limitation, loss of profits, and actual, consequential, special, or incidental damages.

## 10. REPAIR OF DAMAGE

- A. The Bidder will promptly report to the Airport Representative or designee any property of the City or third parties damaged by Bidder's or subcontractor's operations or employees. The Bidder will not make repairs or replacements to City property without prior written approval of the Airport Representative.
- B. In all instances where any property and/or equipment is damaged by Bidder or subcontractor employees, a full report, including pictures of the incident and extend of such damage, shall be submitted in writing to the Airport Representative within 24-hours of the occurrence.
- C. The Bidder is responsible for the repair of all damages resulting from its activities while working onsite. If the Bidder is not able to or otherwise fails to make such required repairs, the Airport will have the right to accomplish these repairs and deduct the costs from the Bidders next scheduled payment.
- D. The Bidder is responsible for taking the action necessary to protect Airport-issued supplies, materials and equipment from loss, damage and/or theft.

### 11. PAYMENTS

A. The Bidder shall submit to the Airport Representative for payment by the City, a **monthly itemized invoice and supporting documentation** for work or services performed during the previous month under the Agreement at the rates, changes

and amounts outlined in the attached Appendix C. The monthly itemized invoice and supporting documentation shall be in a form acceptable to the Airport Representative.

B. Invoices will be submitted to the Airport Accounting Department at:

<u>AirportAccountsPayable@flystl.com</u> (preferred)

## With an email copy to the Airport Representative

Or

St. Louis Lambert International Airport

Accounts Payable

P. O. Box 10212

St. Louis, MO 63145

Contact Phone Number: (314) 426-1303

- C. The invoice must include:
  - a. Contract number;
  - b. Ordinance number;
  - c. Purchase Order (PO) number (new PO number issued every Fiscal Year);
  - d. Date and time of service(s);
  - e. Equipment & Location;
  - f. Name of Airport Representative(s) requesting service(s);
  - g. Services or Action(s) Performed;
  - h. List of Parts Replaced;
  - i. Labor Hours (time spent performing repairs);
  - j. Signed itemized work tickets; and
  - k. Invoice Amount.
- D. The Bidder shall also provide such other documentation or proof of payment reasonably required by the Airport Representative.
- E. For Extras authorized in writing by the Director, the Bidder will invoice the City the actual labor, parts, and materials required to complete the modifications or

- additions authorized in writing by the Director as set out in Appendix A, Section 6.
- F. Bidder agrees that the payment for performance will be the monthly invoice unless otherwise agreed to in writing by the City, as outlined in Appendix C, except as provided for below. Payments for Extra Work ordered by the Director in writing will be at the rates or amounts as provided for in Appendix A, Section 6. All payments by the City are contingent upon the appropriations of sufficient funds by the City annually.
- G. Bidder acknowledges, covenants, stipulates and agrees that the Bidder will only be paid for work performed within the scope of work contemplated herein. If work is not performed in a specific area(s) or a task(s) is not performed, as outlined in Section 5 "Scope of Work" and/or Appendix C, Bidder will not be paid for that work, task and/or location.
- H. Acceptance by Bidder of the final payment will constitute payment in full for all work done.
- I. The Agreement will not create a debt, liability, or obligation of any kind whatsoever on the City for the City to order or request any particular amount of work or services. (See also Appendix A, Sections 8.M "Administrative Procedures" and 24.G "General Provisions")
- J. The Bidder will submit invoices for the services and work performed pursuant to the Agreement in a timely manner and as provided for in the Agreement. The City will not be required or obligated to pay any invoice submitted to the City by the Bidder more than six (6) months after the expiration or earlier termination of the Agreement or be responsible for any costs or expenses incurred by the Bidder for services or work performed pursuant to the Agreement for which invoices have not been submitted to the City for payment within six (6) months of the expiration or earlier termination of the Agreement.
- K. Payment under the Agreement is subject to a total Contract Not-To Exceed Amount, and any increase in the Contract Not-To-Exceed Amount of the Agreement requires the consent of the Director and a formal amendment to the Agreement.

### 12. REPLACEMENT OF PERSONNEL

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

#### 13. PROHIBITED ACTS

- A. Bidder will not do or permit to be done any act which:
  - 1. Will invalidate or be in conflict with any insurance policies covering the Airport or the City, or any part thereof, or upon the contents of any building thereon;
  - 2. Will increase rates of any insurance, extended coverage or rental insurance on the Airport or the City, or any part thereof, or upon the contents of any building thereon;
  - 3. In the opinion of the Airport Representative, will constitute a hazardous condition, so as to increase risks normally attendant upon the operations enumerated in the Agreement;
  - 4. Will constitute a nuisance in or on the Airport or which may result in creation, commission, or maintenance or a nuisance in or on the Airport; or;
  - 5. May interfere with the effectiveness or accessibility of the drainage of any sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses if any, installed or located in or on the Airport.
- B. If by reason of the Bidder's failure to comply with the Provisions of this Section 13, any fire insurance, extended coverage or rental insurance rate on the Airport, or any part thereof, or upon the contents of any building thereon will be at any time higher than it otherwise would be, then the Bidder will on demand, pay the City the increase in the cost of insurance premiums paid or payable by the Airport which was charged because of such violation by the Bidder. For the purpose of this section, "Airport" includes all structures or improvements located thereon.

#### 14. RIGHT OF REVIEW

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

### 15. GOVERNING LAW AND FORUM SELECTION

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

### 16. WAIVERS OF LIEN

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

#### 17. FACILITIES PROVIDED BY THE AIRPORT

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

#### 18. PRECAUTIONARY MEASURES

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

## 19. STORAGE AND STAGING AREA

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

C. City, subject to and in accordance with the Provisions of the Agreement, will provide the right of ingress and egress to all areas required in the performance of the Bidder's services.

## 20. BADGING

- A. *All* Contractor's and subcontractor's employees performing work under the Agreement must be issued, and must maintain, an unexpired Airport ID Badge issued by Airport Security Operations. The Airport will <u>not</u> escort Contractor or subcontractor employees.
- B. The Contractor will comply with all applicable federal, state, and local governmental laws and regulations and rules and regulations, as more fully described in Appendix A, Section 9.A "Rules and Regulations".
- C. The Contractor at its cost will supply and update as needed for the Airport Security Operations, a list of the Contractor's employees to be issued an Airport ID Badge.
- D. The Contractor will, when directed by the Airport Representative, schedule its employees to be issued an Airport ID Badge and fingerprinted for a criminal history check by the Airport Security Operations. The Contractor will maintain at all times adequate control of said identification badges. All employees issued identification badges will be required to attend the Security Identification Display Area (SIDA) class, and any other security or ID Badge-related training classes required by the Airport, at Contractor's expense.
- E. The Contractor will bear the cost of providing new and/or renewal badge for the Contractor's and subcontractor's employees performing work under the Agreement. The cost for initial badging is \$85.00 per employee. This fee includes the cost of the badge, fingerprinting, mandatory Security Threat Assessment, computer-based training and the SIDA class. Badges must be renewed every 12 months at a cost of \$35.00 per badge. The cost for status change, lost, stolen, or damaged identification badges and any associated training will be the sole responsibility of the Contractor. The replacement cost for a lost badge is \$75.00 for the first badge, \$100.00 for the second badge, and \$175.00 for a third badge. No fourth badge will be issued. Rates for Airport ID Badges are subject to

- change during the term of the Agreement. For information concerning Badging, visit: <a href="https://stlairportal.flystl.com/badging-office/security-operations">https://stlairportal.flystl.com/badging-office/security-operations</a>
- F. Upon expiration or termination of Agreement or termination of employment of any Contractor or subcontractor employees working under the Agreement, all Airport-issued keys and Airport-issued ID Badges shall be immediately surrendered to the Airport Representative or Airport Security Operations.
- G. Bidder must make every effort to return or cause to be returned the Airport-issued ID Badges of separated or terminated employees, including subcontractor employees.
- H. In the event of the Contractor's or subcontractor's badge loss, as a result of excessive lost or non-returned badges, the Contractor will be responsible for <u>all</u> costs associated with re-badging including, but not limited to, purchasing replacement badge stock.
- H. For keys that are not returned or are deemed lost, Contractor shall be charged \$500.00 per key plus the cost of re-keying all doors accessible with the lost/non-returned key.
- I. Contractor's or subcontractor's employees assigned to work in or who need access to the U.S. Customs and Border Protection area must have a "Customs Seal" affixed to their Airport ID Badge. As part of the badging process, the Contractor will be responsible for ensuring all employees requiring this access submit the appropriate Customs and Border Protection paperwork.
- J. The Contractor will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and 49 CFR Part 1542 as amended. Any and all violations by the Contractor or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. The City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City. (See Appendix A, Section 9.B "Rules and Regulations")

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

#### 21. UNIFORMS

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

#### 22. PERFORMANCE BOND AND PAYMENT BOND

A. At or prior to the execution of the Agreement, the Bidder will immediately execute a Performance Bond and a Payment Bond (two separate bonds) each in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) with surety satisfactory to the City, conditioned on the full and faithful performance of all Provisions of the Agreement to be executed. Affirmation by the Surety Company to execute the Performance Bonds and the Payment Bonds must be executed by Attorney-In-Fact for the surety company before a licensed Notary Public. The Payment Bonds must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of one year renewable bonds to meet the requirements of this Section 22. The Bidder will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds or Payment Bonds and if the Bidder's Performance Bonds or Payment Bonds are terminated, cancelled, not renewed or extended, the Bidder shall promptly provide the City with a replacement bond(s) in full compliance with this Section 22. Any sum or sums derived from said Performance Bonds or Payment Bonds will be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.

- B. Copies of the Performance Bonds and the Payment Bonds, in a form acceptable to the City, must be given to the Airport Representative for approval before the work of the Agreement begins.
- C. Bidder will submit along with the Bidder's Bid, a completed "**Proposal To Bond Form**" attached hereto as Attachment 1 and incorporated herein, executed by the Bidder's Surety Company or a Proposal To Bond on the Surety Company's stationary. (**See Bidder's Checklist** and **Attachment 1**, "**Proposal to Bond Form**" incorporated herein)

# 23. MISSOURI UNAUTHORIZED ALIENS LAW

Requirements: Bidders are advised that the Agreement executed with the A. successful Bidder pursuant to this SFB, is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri, 2016 (the "Missouri Unauthorized Aliens Law"). As a condition for the award of the Agreement, the successful Bidder, will, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Agreement. The successful Bidder will also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as Exhibit B entitled "Affidavit." (See Bidder's Checklist) Each Bidder must submit the attached "Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration" with its Bid. (See attached Exhibit A, incorporated herein and Bidder's Checklist) Failure to submit this declaration with your Bid will result in rejection of the Bid. A successful Bidder's failure to comply with the Provisions of the Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of the Agreement by the City and other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties for violation of the Missouri Unauthorized Aliens Law as set forth therein. The successful Bidder will deliver a fully executed original of the Affidavit (see Exhibit B) including required documentation in accordance with the Missouri Unauthorized Aliens Law, within twenty (20) days after notice to the successful Bidder of the award and prior to performing any work under the Agreement.

B. Information regarding the Missouri Unauthorized Aliens Law is available on the Missouri Attorney General's web site at <u>under the programs-services from a-z.</u>. Information regarding E-Verify can be found on the <u>U.S. Citizenship and Immigration Services'</u> web site.

### 24. GENERAL PROVISIONS

- A. The Bidder is an independent contractor and nothing herein will be interpreted or construed to mean that the Bidder or any of its employees or agents is an employee or agent of the City.
- B. The Contractor will coordinate the services performed under the Agreement with the Airport Representative.
- C. The Agreement will be the entire agreement and no amendment or modification will be made (except as expressly provided for herein) unless in writing and signed by the parties hereto.
- D. The Agreement and all contracts entered into under the Provisions of the Agreement will be binding upon the parties and their successors and permitted assigns.
- E. A waiver by one party of any the Provision(s) to be performed by the other party will not waive any subsequent default or breach of any of the Provisions of the Agreement. Any waiver by either party must be in writing and signed by the party waiving.
- F. The Bidder will keep and maintain such records and reports necessary for the City to determine compliance with the Agreement. Records must be maintained by the Bidder for at least three (3) years after the expiration or termination of the Agreement. The City reserves the right to investigate, audit, and review, upon written request, such records and documents, to determine compliance with the Agreement. (See Appendix B, Section 7 "Civil Rights General Provisions".)
- G. The City retains the right to receive bids and award contracts on any modifications, deletions, or additions to the Life Safety and Security Systems Services. In addition, the City retains the right to furnish materials or supplies at

its discretion, or perform for itself, any required work. (See Appendix A, Section 8.M "Administrative Procedures")

- H. No alderman, commissioner, director, board member, officer, employee or other agent of the City will be personally liable under or in connection with the Agreement.
- I. Bidder will not be in violation of the Agreement if it is prevented from performing any of the obligations by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of a superior governmental authority, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control. (See Appendix A, Section 24.K below)
- J. If any Provision under the Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision will in no way affect any other Provision, herein contained, provided the invalidity of such Provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid Provisions of the Agreement.
- K. Bidder must acknowledge that time will be of the essence in the performance of each and every obligation and understanding of the Agreement.
- L. Bidder shall acknowledge that where the authorization, consent, approval, waiver, certification, determination, or any other action ("Approval") of other party is required under the terms of the Agreement, such Approval must be in writing and signed by the party approving. Whenever the Approval of the City or the Director is required, the Approval must be from the Director or his/her authorized or designated representative. In taking such actions, the Director shall act reasonably, and take into consideration the best interest of the City, the Airport, and travel public. The City and Bidder agree that extensions of time for performance may be made by the written mutual consent of the Director, on behalf of the City, and Bidder or its designee. Whenever the Approval of the City, or the Director, or Bidder is required herein, no such Approval shall be unreasonably requested, conditioned, or withheld.
- M. The Agreement will become effective and binding only upon the execution and

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

#### 25. PREVAILING WAGE AND FRINGE BENEFITS

- A. The Bidder shall pay to employees and subcontractor's employees no less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his/her authorized representative, in accordance with prevailing rates in the locality of the Metropolitan St. Louis area pursuant to 41 U.S.C. 351 et seq., as amended except for any person engaged in an executive, administrative or professional capacity. This section is subject to and shall be in accordance with City Ordinance No 62124 as codified in Chapter 6.20 of the Revised Code of The City of St. Louis 2020 Annotated as codified in Chapter 6.20 of the Revised Code of The City of St. Louis 2020 Annotated.
- B. Subject to and in accordance with Chapter 6.20.010.A of the Revised Code of The City of St. Louis, such fringe benefits may include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, costs of apprenticeship or other similar programs and other bona fide fringe benefits to be provided by the service contractor and not otherwise required by federal, state or local law. The term "minimum prevailing fringe benefits "may include any contributions of fringe benefits equivalent to the foregoing or differential payments in cash.
- C. Bidder shall keep full and accurate records identifying the names and classification of every service employee employed by them in the performance of the Agreement, together with an accurate record of the number of hours worked by each employee and the actual wages and fringe benefits paid therefor. Said records shall be open to inspection by the Comptroller of the City or his/her authorized representative at any reasonable time and as often as may be necessary and such records must not be destroyed or removed from their customary location

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

# 26. 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 Bidder under the Agreement ("**Airport Project**"), the Bidder will refer the Media Entity to the Airport's Public Relations Manager. This includes, without limitation, trade publications.
- B. Any printed articles, press releases, web articles, social media communications or case studies about an Airport Project must be approved in writing by the Airport's Public Relations Manager prior to being made public by the Bidder. Bidder 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. Bidder will treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time shall divulge such information without the prior written consent of the Director, unless otherwise required by a court order or subpoena. Bidder 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 Bidder's work.
- E. Any quotes or testimonials from City or Airport staff may not be used unless preapproved in writing by the Airport's Public Relations Manager.
- F. Photos taken by Bidder of Airport Projects must be pre-approved in writing by the Airport's Public Relations Manager. Bidder 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.

#### 27. CUSTOMER SERVICE

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

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

#### 28. INSPECTIONS

A. The Airport Representative will at all times have free access to the work, as well as the equipment, and shops of the Bidder to determine Bidder's compliance with the Provisions of the Agreement. The Airport Representative may perform periodic inspections of the work as outlined in the Agreement, to determine that services performed by the Bidder meet with required standards and the Bidder will be required to timely and promptly make any improvements as required by the Airport Representative at no additional charge to the City. (See Appendix A, Sections 5 and 8 "Scope of Work" and "Administrative Procedures")

#### 29. FAILURE TO PERFORM

- A. If the Airport Representative determines at their sole discretion that the quality or quantity of any work required to be performed under the Agreement is unacceptable or that the Bidder has failed or refused to perform the work, the City may take reasonable and necessary actions to perform the work or remedy the Bidder's failed or under performance(s). Any violation or breach of the terms of the Agreement on the part of the Bidder or its subcontractors may result in the suspension or termination of the Agreement or such other action that may be necessary to enforce the rights of the parties of the Agreement. (See Appendix A, Sections 8.C and 8.L "Administrative Procedures")
- B. The City will provide Bidder written notice that describes the nature of the breach and corrective actions the Bidder must undertake in order to avoid termination of the Agreement. City reserves the right to withhold payments to Bidder or until such time the Bidder corrects the breach or the City elects to terminate the contract. The City's notice will identify a specific date by which the Bidder must correct the breach. The City may proceed with termination of the Agreement if the Bidder fails to correct the breach by the deadline indicated in the City's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
- C. The work, if necessary, and any other actions taken by the City pursuant to this subsection may be performed only after first providing at least three (3) working days' notice to Bidder of such failure to comply. Subsequent to receipt

of notice that the City will perform the work or remedy the breach or default, the Bidder must not undertake further performance of such work without the specific prior authorization from the Airport Representative. All reasonable costs or expenses incurred by the City will be promptly and timely paid or reimbursed by the Bidder as provided for herein. The City may deduct such costs, plus 15% for administrative costs, from any payments due to the Bidder under the Agreement or the City may invoice the Bidder for such costs which will be due within thirty (30) days of the City's written request.

- D. During the three (3) days' notice the Bidder may demonstrate to the City why no such alleged failure is present or to timely remedy such alleged failure. However, the City's right to perform such work will not arise, if such failure cannot be reasonably cured within three (3) working days and the Bidder promptly and with due diligence takes prompt and appropriate corrective action and diligently purses until the failure is corrected to the City's reasonable satisfaction. (See also Appendix B, Section 3 "Cancellation")
- E. If any fault by the Bidder, sub-contractors and/or their employees results in an Administrative Action (Letter of Correction, Warning Notice or Notice of Non-Compliance), either issued to the Bidder or the Airport from the TSA, the Bidder's next monthly invoice shall be reduced by \$4,000.00 to cover administrative and investigation expenses.
- F. If any fault by the Bidder, sub-contractors and/or their employees results in a Civil Penalty by the TSA, either issued to the Bidder or the Airport, the Bidder shall be responsible for the prompt payment of the fine (to be paid either directly to the Airport or the TSA). Additionally, the Bidder's next monthly invoice shall be reduced by \$6,000.00 to cover administrative and investigation expenses.

#### 30. PRE-BID MEETING

A pre-bid meeting will be held via Zoom on October 6, 2025 at 1:00 pm. Participation in the Pre-Bid Meeting Zoom is not mandatory, but is highly encouraged. If you have questions regarding the Zoom meeting or wish to participate, please email Ms. Nelson at <a href="mailto:gmnelson@flystl.com">gmnelson@flystl.com</a>. The link for the Pre-Bid meeting is below:

# Join Zoom Meeting

US: +13092053325,,84724761700# or +13126266799,,84724761700#

#### Meeting URL

Meeting ID: 847 2476 1700

Passcode: 717104

Join by Telephone

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

+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

#### 31. BID SUBMITTAL

Written or Electronic Bids will be received up until the hour of **2:00 P.M. Local Time**, **October 29, 2025.** All Bids may be submitted in one of the following ways:

A. Written bids must be addressed and delivered to:

Gin Nelson, Contract Compliance Officer
St. Louis Lambert International Airport
Airport Properties Division
10701 Lambert International Boulevard, MTN 2501
St. Louis, Missouri 63145

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

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

Gin Nelson gmnelson@flystl.com

With copies also sent via email to:

Delia Cummings <u>DFCummings@flystl.com</u>
Robert Salarano <u>RCSalarano@flystl.com</u>

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

Bids submitted electronically must be submitted in one PDF document, titled "Bid For Life Safety and Security Systems Services," followed by the name of the Bidder. This information must also appear in the subject line of the email. Please allow ample time for the email to be transmitted. The submittal time of record will be the time the email reaches Ms. Nelson. Also note, the size limit for emails is 10 megabytes, and it is recommended that any document over 10 megabytes be compressed before sending to avoid possible delays in transmitting. Note: Please send the document in the PDF format requested. Do not include links to any documents required by SFB, for example, financial statements, company biographies, references, etc.

#### APPENDIX "B"

# GENERAL SPECIFICATIONS (LIFE SAFETY AND SECURITY SYSTEMS SERVICES)

#### 1. INSURANCE

- A. The Contractor shall cause, at its expense, at all times during the term hereof, St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City of St. Louis, Missouri, and its Board of Aldermen and Airport Commission; and their officers, employees, and agents (the "Insured Parties") and the Contractor to be insured on an occurrence basis against all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of the Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors pursuant to the Agreement under the following types of coverage:
  - 1. Comprehensive General Liability;
  - 2. Comprehensive Automobile Liability (any vehicles, including owned, hired and non-owned).
- B. The minimum limits of coverage for the above classes of insurance must equal a single limit of Three Million Dollars (\$3,000,000.00) comprised of such primary and excess policies of insurance as the Contractor finds it feasible to purchase during the term of the Agreement and will name St. Charles County, Missouri; St. Clair County, Illinois, St. Louis County, Missouri; the City of St. Louis, Missouri; and their respective officers, agents, and employees by endorsement as "Additional Insureds." Prior to execution of the Agreement, Contractor will provide certificates of said insurance and all endorsements required pursuant to the Agreement to the Airport Representative in form and content satisfactory to the City. In addition, the Contractor will also mail or fax a copy of the Certificate of Insurance and all required endorsements to:

Airport Security Operations Division St. Louis Lambert International Airport 10701 Lambert International Boulevard PO Box 10212

St. Louis, Missouri 63145 Phone: 314-426-8095 or 314-890-1839

Fax: 314-890-1325

Email: SECOPS@flystl.com

- C. Such liability insurance coverage must also extend to damage, destruction and injury to the Insured Parties' owned or leased property and Insured Parties' personnel, and caused by or resulting from work, acts, operations, or omissions of Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors and, contractual liability insurance sufficient to cover Contractor's indemnity obligations hereunder. The Insured Parties will have no liability for any premiums charged for such coverage, and the inclusion of the Insured Parties as Additional Insureds is not intended to, and does not make the Insured Parties a partner or joint venturer with Contractor in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the Insured Parties when any policy issued to the Insured Parties provides duplicate or similar coverage and in such circumstances, the Insured Parties' policy will be excess over Contractor's policy.
- D. The Contractor will maintain Workers' Compensation and Employers Liability Insurance at least at the statutory requirement and in accordance with Missouri laws and regulations. Contractor will require that all of its subcontractors or licensees similarly provide such coverage. The Indemnified Parties, their officers, employees, or agents will not be liable or responsible for any claims or actions occasioned by Contractor's failure to comply with the provisions of this subsection. The indemnification Provisions of the Agreement apply to this subsection. It is expressly agreed that the employees of the Contractor are not employees of the Indemnified Parties for any purpose, and that employees of the Indemnified Parties are not employees of the Contractor.

# 2. INDEMNIFICATION:

- A. The Contractor 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 Contractor's officers, agents, employees, contractors, subcontractors, licensees, invitees, or independent contractors regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the gross negligence of the City. The Director or their designee will give to Contractor reasonable notice of any such claims or actions. The Contractor will also use counsel reasonably acceptable to the City Counselor of the City or 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 Contractor 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 Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors, or any defective materials or equipment used or supplied by Contractor.
- C. The Contractor will indemnify, defend, and save harmless the Indemnified Parties from the payment of any and all claims, demands, damages, or costs arising out of any infringement, or alleged infringement of intellectual property rights including, without limitation, the use of any patent or patented device, article, system, arrangement, material or process used by the Contractor or its officers, employees, representative, or agent in the execution of the Agreement.

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

# 3. <u>CANCELLATION</u>

- A. The City retains the right to cancel the Agreement immediately upon written notice to Bidder if:
  - 1. Bidder fails to properly keep any Provision of the Agreement; or,
  - 2. The quality of service falls below the specified standards as determined by the City; or,
  - 3. Bidder fails or refuses to render the amount of service required.
- B. Bidder has the right to cancel the Agreement if:
  - 1. The City fails to keep, perform, or observe any material Provision of the Agreement for a period of ninety (90) days after written notice by Bidder specifying the material breach by the City;
    - a. Failure to keep, perform, or observe any material Provision of the Agreement will not give rise to Bidder's right to terminate the Agreement if the material breach can be cured but cannot, with due diligence, be cured within ninety (90) days', if the City institutes corrective action within ninety (90) days' and diligently pursued until the material breach is corrected.
- C. Bidder retains the right to cancel the Agreement without cause upon one hundred twenty (120) days written notice to the City. There will be no liability to Bidder and such a cancellation will be a no-fault cancellation.
- D. The City retains the right to cancel the Agreement without cause upon thirty (30) days' written notice to Bidder. There will be no liability to the City and such a cancellation will be a no-fault cancellation.

- E. Notwithstanding anything to the contrary herein, it is expressly understood by the parties that the Agreement will terminate immediately upon the failure of budgetary appropriations with no resulting liability to the City.
- F. Upon cancellation, termination, or the expiration of the Agreement, or if requested in writing by the Airport Representative, all tools, parts, equipment, supplies, materials, maps, plans and specifications, manuals, schedules, records, files, logs, work product, or property paid for, supplied or owned by the City will be returned to the City by Bidder within one (1) business day.

# 4. <u>SUBCONTRACTING AND ASSIGNMENT</u>

- 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. Bidder shall submit, as part of its Bid, all subcontractors it proposes to utilize under the Agreement, if awarded, as well as the proposed scope of work each subcontractor will perform and the expected percentage of each subcontractor's participation.
- C. The Bidder 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 Bidder 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 Bidder may utilize the City of St. Louis Minority and Women Business
  Enterprise on-line directory, located at St. Louis Development Corporation's
  (SLDC) <u>CertifySTL Business Certification System</u> to verify that proposed Minority
  and Women Business Enterprises (MBEs and/or WBEs) contractors are currently

- certified. Bidders can search by business names, business description, commodity code, contact person/owner's name, location, or ethnicity.
- E. Bidder 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, Contractor 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 Bidder 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. Contractor will not assign or transfer the Agreement without the prior written approval of the City, as provided for in Ordinance 63687 approved in 1996. At least ninety (90) days prior to any contemplated assignment of the Agreement, Contractor 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 Contractor 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 Contractor is and will remain responsible for the performance of its assigns under the Agreement. No assignment will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.
- 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 Contractor under the Agreement. No action or failure to act on the part of any officer, agent, or employee of the City will constitute a waiver by the City of this provision.

- H. Notwithstanding any other term or provision in the Agreement, the City may assign the Agreement at its sole discretion by providing Notice to Contractor as described above.
- I. If applicable, when mobilization payments are approved as a contract line item for the prime Contractor, the subcontractor shall be paid a reasonable amount not to exceed five percent (5%) of their contract by the prime Contractor no later than five-(5) business days before the subcontractor is required to mobilize to start their contracted work. 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 Contractor shall submit a request to the City for mobilization payments which includes all subcontractors request for mobilization through the approved billing process as outlined in contract documents.

# 5. NON-DISCRIMINATION IN EMPLOYMENT

- A. Bidder 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. Bidder 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 Bidder, 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. Bidder 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 Bidder 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 Bidder 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 Bidder will have no claim for any damages against the City.
- E. Bidder will incorporate the above Sections 5.A through 5.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 Bidder is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with Sections 5.A through 5.E, such Bidder will notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

# 6. RIGHT TO AUDIT CLAUSE

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

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

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

# 7. <u>CIVIL RIGHTS GENERAL PROVISIONS</u>

A. In all its activities within the scope of its airport program, the Bidder 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 Bidder and subcontractors from the proposal solicitation period through the completion of the contract.

# 8. <u>CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS</u>

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 Bidders 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 (including sexual orientation), age, or disability in consideration for an award.

- B. During the performance of the Agreement, the Bidder, for itself, its assignees, and successors in interest agrees as follows:
  - 1. **Compliance with Regulations:** The Bidder (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 Bidder, 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 Bidder 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 Bidder 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 Bidder of the Bidder'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 Bidder will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto. The Bidder 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 Bidder is in the exclusive possession of another who fails or refuses to furnish the information, the Bidder 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 Bidder 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:
  - Withholding payments to the Bidder under the Agreement until the Bidder complies; and
  - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- 6. **Incorporation of Provisions:** The Bidder 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 Bidder 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 Bidder becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Bidder may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Bidder 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 Bidder, for itself, its assignees, and successors in interest (hereinafter referred to as the "Bidder") 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 nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); or
- 12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### 9. <u>FEDERAL FAIR LABOR STANDARDS ACT PROVISION</u>

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

# 10. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All Contracts and subcontracts that result from this solicitation must incorporate by reference the requirements of 29 CFR Section 1910 with the same force and effect as if given in full text. Bidder must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Bidder 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). Bidder must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### 11. SEISMIC SAFETY

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

### 12. <u>DISTRACTED DRIVING</u>

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

### 13. CLEAN AIR AND WATER POLLUTION CONTROL

Bidder 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 Bidder 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.

Bidder agrees to include this provisional requirement in all subcontracts that exceed \$150,000.

# 14. <u>LIVING WAGE</u>

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

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

# 15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT REQUIREMENT

A. Bidders are advised that the Agreement executed with the successful Bidder pursuant to this SFB is subject to Section 34.600 of the Revised Statutes of Missouri 2000, as amended (the "Anti-Discrimination Against Israel Act"). As a condition for the award of the Agreement the successful Bidder will, by sworn affidavit, affirm it is not currently engaged in and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel;

- companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business with the State of Israel.
- B. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as Exhibit F "Affidavit". (See Bidder's Checklist) Each Bidder must submit the attached "Anti-Discrimination Against Israel Act Acknowledgment & Acceptance Declaration" with its Bid (see attached Exhibit E, incorporated herein, and Bidder's Checklist) Failure to submit this declaration with your Bid will result in rejection of the Bid. A successful Bidder's failure to comply with the Provisions of the Agreement related to the Anti-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. Bidder will deliver a fully executed original of the Affidavit (see Exhibit F), within twenty (20) days after notice to the successful Bidder of the award and prior to performing any work under the Agreement unless the Anti-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 Bidders with fewer than ten (10) employees.

# APPENDIX "C"

# BID FOR LIFE SAFETY AND SECURITY SYSTEMS SERVICES

The Undersigned,	, acting on behalf of, the Bidder, understands all the			
APPENDIX "B" and agrees to perf	APPENDIX "A," the requirements set out in form the work contemplated herein for the following ce with the Provisions of the Agreement.			
below. The charges or rates will inc supplies, tools, parts, and materials	er will be determined by the charges or rates listed clude all labor, personnel, supervision, equipment, required to properly perform the Life Safety and blated herein as ordered and directed by the City and in the Agreement.			
Signature	Address			
Title	Email Address			
Contractor	Telephone Number			
Federal I.D. #	UL Certification #			

# FEBRUARY 1, 2026- JANUARY 31, 2027 BID FOR LIFE SAFETY AND SECURITY SYSTEMS SERVICES

А		В	С	D
DESCRIPTION	PRICE PER: HOUR / TRIP MONTH / UNIT		ESTIMATED: HOURS / TRIPS MONTHS / UNITS	TOTAL = [B x C]
Bid for Normal Hour Labor:	\$	per hour	14,560	+
Bid for Outside Normal Hour Labor:	\$	per hour	600	+
Bid for IT Analyst 2 Normal Hour Labor	\$	per hour	2080	+
Bid for IT Analyst 2 Outside Normal Hour Labor	\$	per hour	30	+
Travel Service Charge for Unscheduled Service Trip	\$	per trip	70	+
Bid for Design Support & Plan Review Normal Hour Labor	\$	per hour	2080	+
Bid for Wired Music /Television Service	\$	per month	12	+
Bid for IED / GLOBALCOM / CobraNet Software Support	\$	per month	12	+
Bid for Cellular Fire Alarm Monitoring Service for 10 Locations	\$	per month	12	+
Bid for MO ANG Fire Alarm System Maintenance and Inspection	\$	per month	12	+
Bid for Fire Extinguisher Monthly Inspections	\$	per month	12	+
Bid for Annual Fire Extinguisher Inspections	\$	per insp.	12	+
Bid for Clean Agent Inspections (Every six months)	\$	per insp.	2	+
Bid for Clean Agent 5-YR System Test [Once every five years – October 2027]	\$	per year	0	+
Bid for Genetec Software Support	\$	per month	12	+

Α	В	С	D
DESCRIPTION	PRICE PER: HOUR / TRIP MONTH / UNIT	ESTIMATED: HOURS / TRIPS MONTHS / UNITS	TOTAL = [B x C]
Bid for Mitel Voice System	\$ per month	12	+
Bid for Dallmeier Software Support	\$ per month	12	+
Bid for Lenel On-Guard Pro Server Software Support	\$ per month	12	+
Bid for Lenel Data Conduit License	\$ per month	12	+
Bid for Lenel Custom Solutions Time Clock Software Support	\$ per month	12	+
Bid for Intellisoft Airport ICE Software Support	\$ per month	12	+
Bid for Intellisoft NO-FLY-ICE Software Support	\$ per month	12	+
Bid for Intellisoft Notify-ICE Software Support	\$ per month	12	+
Bid for Badge Printer Systems Hardware Support	\$ per month	12	+
Bid for Qless Queue Management Software Support	\$ per month	12	+
Bid for Go Apron Gate Management Software Support	\$ per month	12	+
Bid for Zoom Video Conference Licenses	\$ per month	12	+
Bid Haivision Video Distribution Software Support	\$ per month	12	+
Bid for Amadeus Biometric System Support	\$ per month	12	+
Bid for Badge HID IClass SR Corp 1000 Cards (Purchased Annually in July)	\$ per unit	14,000	Intentionally left blank
Bid for Badge HID Crescendo C2300 Corp 1000 Cards	\$ per unit	1,000	+

А	В	С	D
DESCRIPTION	PRICE PER: HOUR / TRIP MONTH / UNIT	ESTIMATED: HOURS / TRIPS MONTHS / UNITS	TOTAL = [B x C]
(Airport Authority Only)			
Bid for Badge Laminate Rolls (Purchased in Even Years ONLY) (July 2026 / July 2028)	\$ per unit	0	+ \$0.00
Bid for SITA/Comnet Warranty and Software Support	\$ per month	12	+
Bid for OAG Flight Information Data Service	\$ per month	12	+
Bid for Morse Watchman Key System Support	\$ per month	12	+
Bid for Physical Security Systems Upgrade (Lenel, Genetec & Airport ICE)	\$ per upgrade	1	+
Dell PowerEdge R640 Server	\$ per unit	3	+
Parts (Non-Bid Item)	intentionali	+ \$300,000.00	
TOTAL AMOUNT – YEAR ONE [Add all Totals in Column "D"]			=
Percent Markup for Overhead & Profit over distributor's invoice for parts, equipment or 3rd party professional services.	15%	intentic	onality left blank

### Notes:

- \* All costs are to be shown in dollars and cents using 2 decimals places only.
- \*\* The annual estimated number of hours, trips, months and parts, as referenced above and on the following page, are not to be construed as an indication of the amount of work to be completed by the Bidder. They are used only as a model to aid in determining the lowest and best bidder. The actual amount of work to be performed by the successful Bidder and parts to be used, may be greater or less than the amounts used in the model.

# <u>FEBRUARY 1, 2027- JANUARY 31, 2028</u> BID FOR LIFE SAFETY AND SECURITY SYSTEMS SERVICES

А		В	С	D
DESCRIPTION	PRICE PER: HOUR / TRIP MONTH / UNIT		ESTIMATED: HOURS / TRIPS MONTHS / UNITS	TOTAL = [B x C]
Bid for Normal Hour Labor:	\$	per hour	14,560	+
Bid for Outside Normal Hour Labor:	\$	per hour	600	+
Bid for IT Analyst 2 Normal Hour Labor	\$	per hour	2080	+
Bid for IT Analyst 2 Outside Normal Hour Labor	\$	per hour	30	+
Travel Service Charge for Unscheduled Service Trip	\$	per trip	70	+
Bid for Design Support & Plan Review Normal Hour Labor	\$	per trip	2080	+
Bid for Wired Music /Television Service	\$	per month	12	+
Bid for IED / GLOBALCOM / CobraNet Software Support	\$	per month	12	+
Bid for Cellular Fire Alarm Monitoring Service for 10 Locations	\$	per month	12	+
Bid for MO ANG Fire Alarm System Maintenance and Inspection	\$	per month	12	+
Bid for Fire Extinguisher Monthly Inspections	\$	per month	12	+
Bid for Annual Fire Extinguisher Inspections	\$	per insp.	12	+
Bid for Clean Agent Inspections (Every six months)	\$	per insp.	2	+
Bid for Clean Agent 5-YR System Test [Once every five years – October 2027]	\$	per year	0	intentionality left blank
Bid for Genetec Software Support	\$	per month	12	+

Α		В	С	D
DESCRIPTION	PRICE PER: HOUR / TRIP MONTH / UNIT		ESTIMATED: HOURS / TRIPS MONTHS / UNITS	TOTAL = [B x C]
Bid for Mitel Voice System	\$	per month	12	+
Bid for Dallmeier Software Support	\$	per month	12	+
Bid for Lenel On-Guard Pro Server Software Support	\$	per month	12	+
Bid for Lenel Data Conduit License	\$	per month	12	+
Bid for Lenel Custom Solutions Time Clock Software Support	\$	per month	12	+
Bid for Intellisoft Airport ICE Software Support	\$	per month	12	+
Bid for Intellisoft NO-FLY-ICE Software Support	\$	per month	12	+
Bid for Intellisoft Notify-ICE Software Support	\$	per month	12	+
Bid for Badge Printer Systems Hardware Support	\$	per month	12	+
Bid for Qless Queue Management Software Support	\$	per month	12	+
Bid for Go Apron Gate Management Software Support	\$	per month	12	+
Bid for Zoom Video Conference Licenses	\$	per month	12	+
Bid Haivision Video Distribution Software Support	\$	per month	12	+
Bid for Amadeus Biometric System Support	\$	per month	12	+
Bid for Badge HID IClass SR Corp 1000 Cards (Purchased Annually in July)	\$	per card	14,000	+
Bid for Badge HID Crescendo C2300 Corp 1000 Cards	\$	per card	1,000	+

А	В	С	D
DESCRIPTION	PRICE PER: HOUR / TRIP MONTH / UNIT	ESTIMATED: HOURS / TRIPS MONTHS / UNITS	TOTAL = [B x C]
(Airport Authority Only)			
Bid for Badge Laminate Rolls (Purchased in Even Years ONLY) (July 2026 / July 2028)	\$ per roll	8	+
Bid for SITA/Comnet Warranty and Software Support	\$ per month	12	+
Bid for OAG Flight Information Data Service	\$ per month	12	+
Bid for Morse Watchman Key System Support	\$ per month	12	+
Bid for Physical Security Systems Upgrade (Lenel, Genetec & Airport ICE)	\$ per upgrade	1	+
Dell PowerEdge R640 Server	\$ per unit <b>3</b>		+
Parts (Non-Bid Item)	intentional	+ \$350,000.00	
TOTAL AMOUNT – YEAR TWO [Add all Totals in Column "D"]			=
Percent Markup for Overhead & Profit over distributor's invoice for parts, equipment or 3rd party professional services.	15%	intentionality left blank	

# Notes:

- \* All costs are to be shown in dollars and cents using 2 decimals places only.
- \*\* The annual estimated number of hours, trips, months and parts, as referenced above and on the following page, are not to be construed as an indication of the amount of work to be completed by the Bidder. They are used only as a model to aid in determining the lowest and best bidder. The actual amount of work to be performed by the successful Bidder and parts to be used, may be greater or less than the amounts used in the model.

# <u>FEBRUARY 1, 2028- JANUARY 31, 2029</u> BID FOR LIFE SAFETY AND SECURITY SYSTEMS SERVICES

A	B B	C C	D
DESCRIPTION	PRICE PER: HOUR / TRIP MONTH / UNIT	ESTIMATED: HOURS / TRIPS MONTHS / UNITS	TOTAL = [B x C]
Bid for Normal Hour Labor:	\$ per hour	14,560	+
Bid for Outside Normal Hour Labor:	\$ per hour	600	+
Bid for IT Analyst 2 Normal Hour Labor	\$ per hour	2080	+
Bid for IT Analyst 2 Outside Normal Hour Labor	\$ per hour	30	+
Travel Service Charge for Unscheduled Service Trip	\$ per trip	70	+
Bid for Design Support & Plan Review Normal Hour Labor	\$ per trip	2080	+
Bid for Wired Music /Television Service	\$ per month	12	+
Bid for IED / GLOBALCOM / CobraNet Software Support	\$ per month	12	+
Bid for Cellular Fire Alarm Monitoring Service for 10 Locations	\$ per month	12	+
Bid for MO ANG Fire Alarm System Maintenance and Inspection	\$ per month	12	+
Bid for Fire Extinguisher Monthly Inspections	\$ per month	12	+
Bid for Annual Fire Extinguisher Inspections	\$ per insp.	12	+
Bid for Clean Agent Inspections (Every six months)	\$ per insp.	2	+
Bid for Clean Agent 5-YR System Test [Once every five years – October 2027]	\$ per year	1	+
Bid for Genetec Software Support	\$ per month	12	+

Α	В	С	D
DESCRIPTION	PRICE PER: HOUR / TRIP MONTH / UNIT	ESTIMATED: HOURS / TRIPS MONTHS / UNITS	TOTAL = [B x C]
Bid for Mitel Voice System	\$ per month	12	+
Bid for Dallmeier Software Support	\$ per month	12	+
Bid for Lenel On-Guard Pro Server Software Support	\$ per month	12	+
Bid for Lenel Data Conduit License	\$ per month	12	+
Bid for Lenel Custom Solutions Time Clock Software Support	\$ per month	12	+
Bid for Intellisoft Airport ICE Software Support	\$ per month	12	+
Bid for Intellisoft NO-FLY-ICE Software Support	\$ per month	12	+
Bid for Intellisoft Notify-ICE Software Support	\$ per month	12	+
Bid for Badge Printer Systems Hardware Support	\$ per month	12	+
Bid for Qless Queue Management Software Support	\$ per month	12	+
Bid for Go Apron Gate Management Software Support	\$ per month	12	+
Bid for Zoom Video Conference Licenses	\$ per month	12	+
Bid Haivision Video Distribution Software Support	\$ per month	12	+
Bid for Amadeus Biometric System Support	\$ per month	12	+
Bid for Badge HID IClass SR Corp 1000 Cards (Purchased Annually in July)	\$ per card	14,000	+
Bid for Badge HID Crescendo C2300 Corp 1000 Cards	\$ per card	1,000	+

А	В	С	D
DESCRIPTION	PRICE PER: HOUR / TRIP MONTH / UNIT	ESTIMATED: HOURS / TRIPS MONTHS / UNITS	TOTAL = [B x C]
(Airport Authority Only)			
Bid for Badge Laminate Rolls (Purchased in Even Years ONLY) (July 2026 / July 2028)	\$ per roll	0	+
Bid for SITA/Comnet Warranty and Software Support	\$ per month	12	+
Bid for OAG Flight Information Data Service	\$ per month	12	+
Bid for Morse Watchman Key System Support	\$ per month	12	+
Bid for Physical Security Systems Upgrade (Lenel, Genetec & Airport ICE)	\$ per upgrade	1	+
Dell PowerEdge R640 Server	\$ per unit	3	+
Parts (Non-Bid Item)	intentional	ity left blank	+ \$400,000.00
TOTAL AMOUNT – YEAR THREE [Add all Totals in Column "D"]			=
<b>Percent Markup</b> for Overhead & Profit over distributor's invoice for parts, equipment or 3rd party professional services.	15%	intentio	onality left blank

## Notes:

- \* All costs are to be shown in dollars and cents using 2 decimals places only.
- \*\* The annual estimated number of hours, trips, months and parts, as referenced above and on the following page, are not to be construed as an indication of the amount of work to be completed by the Bidder. They are used only as a model to aid in determining the lowest and best bidder. The actual amount of work to be performed by the successful Bidder and parts to be used, may be greater or less than the amounts used in the model.

BID SUMMARY FOR LIFE SAFETY AND SECURITY SYS	TEMS SERVICES
YEAR ONE TOTAL	+
YEAR TWO TOTAL	+
YEAR THREE TOTAL	+
3-YEAR GRAND TOTAL AMOUNT	=

## Notes:

- \* All costs are to be shown in dollars and cents using 2 decimals places only.
- \*\* The amounts, as referenced above, are not to be construed as an indication of the amount of work to be completed by the Bidder. They are used only as a model to aid in determining the lowest and best bidder. The actual amount of work to be performed by the successful Bidder may be greater or less than the amounts used in the model.

Appendix C should not be altered, added to or revised by the Bidder

## **BIDDER'S CHECKLIST**

(Required Submittals)

Please review the enclosed Bidder's checklist VERY carefully. ALL Bidders MUST SUBMIT <u>EACH</u> AND <u>EVERY</u> DOCUMENT LISTED ON THE CHECKLIST.

For MBE and WBE certification inquires contact St. Louis Development Corporation at 314.327.7234 or on our website at https://sldc.gob2g.com

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

## **Signed Original Bid Form**

(See Appendix C)

#### **Proposal To Bond Form**

(See Appendix A, Section 22 & Attachment 1)

### **Completed Authorized Submission Form**

(See Attachment 2)

### **List of References**

(See Appendix A, Section 3.D)

#### **UL Service Contract**

(See Appendix A, Section 3.A)

#### **Financial Statements**

(See Appendix A, Section 3.B)

## **Synopsis of Bidder's Experience On Similar Projects**

(See Appendix A, Section 3.A)

#### State of Missouri Certificate of Good Standing

(See Appendix A, Section 3.C)

## Missouri Unauthorized Aliens Law Acknowledgement Form

(See Appendix A, Section 23 and Exhibit A)

## Missouri Unauthorized Aliens Law Affidavit

(See Appendix A, Section 23 and Exhibit B)

## **Synopsis of any Termination or Debarments**

(See Appendix A, Section 3.E)

## **Airport Authority Subcontractor/Supplier List**

(See Appendix B, Section 4 and Attachment 3)

## St. Louis Lambert International Airport Request to Change Subcontractor List

(See Appendix B, Section 4 and Attachment 4)

## Living Wage Acknowledgement & Acceptance Form

(See Appendix B, Section 14 and Exhibit C)

## **Termination & Debarment Proceedings**

(See Appendix A, Section 3.F)

## Anti-Discrimination Against Israel Act Acknowledgment & Acceptance Declaration

(See Appendix B, Section 15 and Exhibit E)

## **Anti-Discrimination Against Israel Act Affidavit**

(See Appendix B, Section 15 and Exhibit F)

### **Attachment One: Proposal to Bond**

The authorized representative	of [Surety Company Name &	& Address]:	
	•	the understands the obligation of the Bidder and agrees to perform as surety for the Bidder	r as
		ction 22, PERFORMANCE BOND AND	
<u>PAYMENT BOND</u> , in the eve City of St. Louis, Missouri.	ent that the bid(s)	of the Bidder, is accepted by the	;
City of St. Louis, Missouri.			
	Signature		
	Title		
	Date		

#### PERFORMANCE BOND AND PAYMENT BOND

- A. At or prior to the execution of the Agreement, the successful Bidder or Contractor shall immediately execute a Performance Bond and a Payment Bond, each in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) with surety satisfactory to the City conditioned on the full and faithful performance of all Provisions of the Agreement to be executed. Affirmation by the Surety Company to execute the Performance Bond and the Payment Bond must be executed by Attorney–In-Fact for the surety company before a licensed Notary Public. The Payment Bond must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of one year renewable bonds to meet the requirements of this Section 22. The Bidder will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bond or Payment Bond and if the Bidder's Performance Bond or Payment Bond are terminated, cancelled, not renewed or extended, the Bidder shall promptly provide the City with a replacement bond(s) in full compliance with this Section 22. Any sum or sums derived from said Performance or Payment Bonds will be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.
- B. Copies of the Performance Bond and the Payment Bond, in a form acceptable to the City, must be given to the Airport Representative for approval before the work of the Agreement begins.
- C. Bidder will submit along with the Bidder's Bid, a completed "Proposal To Bond Form" executed by the Bidder's Surety Company or a Proposal To Bond on the Surety Company's stationary. (See Bidder's Checklist and the attached "Proposal to Bond Form.")

## **Attachment Two: Authorized Submission**

The undersigned, in submitting this Bid, represents that he/she is authorized to obligate his/her firm and that the firm is not currently in arrears or default to the City upon any debt or contract and is not a defaulter as surety or otherwise, upon any obligation to the City within the last three (3) years and to the best of the undersigned's knowledge and belief, the information provided in this bid submission is true and correct.

Submitted by:		
(Firm Name)		<u></u>
By:		
(Signature)		
(Typed or Printed Name)		
(Title)	(1	Date)
Address:		
Telephone Number:		
Federal ID Number:		
Email:		

## Attachment Three: St. Louis Lambert International Airport Subcontractor/Supplier List (Airport Only – Construction and Service Contracts)

The Contractor/Consultant agrees that it will not subcontract or transfer any part of the services or work to be performed hereunder without the prior written approval of the Airport Authority. The list below represents all subcontractors and suppliers the Contractor contemplates utilizing in performing services, and if awarded the contract, the Contractor will furnish all authorized subcontractors or agents a copy of 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.

Firm Name Address, City, State, Zip Contact Person - Phone Number	Scope of Work or Materials to be Supplied	Subcontract Amount
Prime Contractor/Consultant		
	Total Dollar Amount of Contracts:	\$

## **Attachment Four**

**UL Service Contract** 

# **Exhibit A: Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration**

## MISSOURI UNAUTHORIZED ALIENS LAW ACKNOWLEDGMENT & ACCEPTANCE DECLARATION

Contracting Agency: St. Louis Airport Authority	
Agency Contract No.:	
Bidder's Name:	
Date Prepared:	
Prepared By:	
Preparer's Phone No.:	
Preparer's Address and Zip Code:	
·	
As the authorized representative of the above-referenced Bidder, I hereby acknowled Bidder understands that the contracts or agreements that may be executed with a success pursuant to this SFB are subject to Sections 285.525 through 285.555 of the Revised Missouri 2016, as amended (the "Missouri Unauthorized Aliens Law"). If awarded pursuant to this solicitation, the Bidder hereby agrees to comply with all applicable sect Missouri Unauthorized Aliens Law including, without limitation, Section 285.530(2 RSMo. 2016, as amended. I am authorized to make the above representations on be Bidder.  AUTHORIZED REPRESENTATIVE CERTIFICATION:	Stul Bidder Statutes of a contract tions of the ) & (5) of
Signature	
Name (Printed):	
Title:	
Date:	

EXHIDI	it B: Missouri Unauthorize	a Allens Law Allidavit	
STAT	E OF	)	
COUN	E OF	) <b>55.</b> )	
		<u>AFFIDAVIT</u>	
	me, the undersigned Notary t) who, by me being duly sw	Public, personally appearedvorn, deposed as follows:	(Name of
My nar	me ise of making this Affidavit, ar	(Name of Affiant), nd personally acquainted with the facts here	I am of sound mind, in stated:
I am th	ne	(Position/Title) of	
	participates in a federal wor connection with	(Contractor) is currently entrick authorization program with respect to the (the "Agreement"), as real (85.555 of the Revised Statutes of Missouri 2) (Contractor) an unauthorized alien in connection with the	employees working in equired pursuant to 2016, as amended. of Missouri 2016, as
this	IN WITNESS WHEREOF day of, 20		affixed my official seal
		Notary Public	

**My Commission Expires:** 

## **Exhibit C: Living Wage Acknowledgement & Acceptance Declaration**

Contracting Agency: St. Louis Airport Authority

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

Agency Contract No.: NA	
Bidder's Name:	
Date Prepared:	
Prepared By:	
Preparer's Phone No.:	
Preparer's Address and Zip Code:	-
As the authorized representative of the above-referenced Bidder or Propone acknowledge that the Bidder/Proponent understands that the contract or agreexecuted with a successful Bidder/ Proponent pursuant to this solicitation is Louis Living Wage Ordinance and the Regulations associated therewith. Thereby agrees to comply with the Ordinance and the associated Regulations pursuant to this solicitation. I am authorized to make the above representation Bidder or Proponent.  AUTHORIZED REPRESENTATIVE CERTIFICATION:	reement that will be s subject to the St. he Bidder/Proponent s if awarded a contract
Signature	
Name (Printed):	
Title:	
Date:	

### ST. LOUIS LIVING WAGE ORDINANCE

#### LIVING WAGE ADJUSTMENT BULLETIN

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

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

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is \$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 <u>not</u> 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) 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 & ACCEPTANCE DECLARATION

Contracting Agency: St. Louis Airport Authority
Agency Contract No.: NA
Bidder's (Company) Name:
Date Prepared:
Prepared By:
Preparer's Phone No.:
Preparer's Address and Zip Code:
As the authorized representative of the above-referenced Bidder, I hereby acknowledge that the Bidder understands that the contract or agreement that will be executed with a successful Bidder pursuant to this solicitation is subject to Section 34.600 of the Revised Statutes of Missouri 2016 as amended (the "Anti-Discrimination Against Israel Act". If awarded a contract pursuant to this solicitation, the Bidder hereby agrees to comply, if applicable, with the Missouri Unauthorized Aliens Law. I am authorized to make the above representations on behalf of the Bidder.
AUTHORIZED REPRESENTATIVE CERTIFICATION:
Signature:
Name (Printed):
Title:
Date:

## **Exhibit F: Anti-Discrimination Against Israel Act Affidavit** STATE OF \_\_\_\_\_\_\_) ) SS AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT (Effective 8-28-2021) (Contracts in excess of \$100,000.00/Companies 10 employees or more) Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_(Name) who, by me being duly sworn, deposed as follows: My name is \_\_\_\_\_\_(Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated: I am the \_\_\_\_\_\_(Position/Title) of \_\_\_\_\_\_(Company) of St. Louis. I have the legal authority to make the following assertion: Pursuant to RSMo. § 34.600, (Company) of St. Louis is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Affiant

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

Notary Public

\_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: