



ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®

**REQUEST FOR PROPOSALS FOR
MARKETING ADVISORY SERVICES**

RFP INFORMATION

Solicitation: Marketing Advisory Services

The Airport is requesting proposals from qualified Proposers to perform the above Marketing Advisory Services.

Pre-Proposal Meeting: October 28, 2025 at 10:00 a.m. Central time – VIA ZOOM

RSVP to Delia Cummings at dfcummings@flystl.com

Questions Due: On or before October 29, 2025

Proposal Due Date: November 18, 2025 at 2:00 p.m., Central Time

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



October 13, 2025

Prospective Proposers:

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

Your full and complete **proposal must be submitted by 2:00 p.m., Central Time on November 18, 2025**, at the St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Drive, Terminal 1, MTN 2501, St. Louis, Missouri 63145.

Proposals, which may be submitted via electronic email or regular mail service, should be submitted in strict accordance with instruction given in Section 10 entitled “Due Date of Proposal” of the RFP. If the proposals are mailed via regular mail, ONE (1) copy of each proposal must be submitted in a sealed envelope addressed to Delia Cummings, Airport Properties at the address provided above, with the words “**RFP for Marketing Advisory Services**” clearly written across the left-hand face of the envelope.

A Pre-Proposal Meeting will be conducted via Zoom on **October 28, 2025 at 10:00 a.m., Central Time**. Interested proposers are invited to participate on that day at that time by using the information detailed in Section 39 entitled “Pre-Proposal Meeting” of the RFP.

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

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

All inquiries regarding this RFP are to be made in writing to the undersigned at dfcummings@flystl.com on or before **October 29, 2025**.

Sincerely,

Delia Cummings

Delia Cummings
Contract Supervisor

Enclosure

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ATTACHMENTS

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Authorized Submission Form

ATTACHMENT 2	1 page
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St. Louis Lambert International Airport Subcontractor/Supplier List (Airport Only –
Construction and Service Contracts)

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

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Proposal To Bond Form

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Subcontractor Business Information

EXHIBITS

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Missouri Unauthorized Aliens Law Acknowledgment And Acceptance Declaration

EXHIBIT B	1 page
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Missouri Unauthorized Aliens Law Affidavit

EXHIBIT C	1 page
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Living Wage Acknowledgment and Acceptance Declaration

EXHIBIT D	1 page
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Living Wage Adjustment Bulletin

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

EXHIBIT F 1 page
Anti-Discrimination Against Israel Act Affidavit

THE CITY OF ST. LOUIS AIRPORT AUTHORITY
REQUEST FOR PROPOSALS WITH QUALIFICATIONS FOR
“MARKETING ADVISORY SERVICES”
AT ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®

1.0 INTRODUCTION

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

2.0 DEFINITIONS

The following terms and definitions are used in this solicitation:

“Agreement” means the contract awarded under this RFP for Marketing Advisory Services between the City and the selected Proposer.

“Airport” or “STL” means St. Louis Lambert International Airport, which is owned by the City and is operated for the City by the Airport Authority of The City of St. Louis, a department of the City.

“Airport Representative” means the Airport Assistant Director of Marketing and Business Development or a representative designated or authorized by the Airport Director.

“Authority” means the Airport Authority of The City of St. Louis.

“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 May

1, 2026 as provided for in Section 9.0.

“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.

“day(s)” means consecutive calendar days unless otherwise expressly stated.

“Director” means the Director of Airports of The City of St. Louis or their designee.

“Expiration Date” means the date the term of the Agreement ends which is April 30, 2029 as provided for in Section 9.

“Holiday” means New Year’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

“Ordinance(s)” unless otherwise specified, means the ordinances codified as the Revised Code of the City of Saint Louis, 2020, Annotated. It is the responsibility of the Proposer to take notice of all City Ordinances, including any amendments that may arise from time to time. Information on copies of ordinances can be found at: stlouis-mo.gov/government/city-laws/ordinances/non-digitized-ordinances.cfm

“Proposal” means a response with qualifications to this RFP by a Proposer.

“Proposer(s)” means a firm or company responding to this RFP.

“Provisions” means all terms, covenants, warranties, specifications, conditions, and provisions of the Agreement.

“Request For Proposals with Qualifications” or “RFP” means the document as defined in Section 1.0 above.

“TSA” means the Transportation Security Administration.

3.0 OBJECTIVE

The City of St. Louis acting through St. Louis Lambert International Airport® is seeking proposals from responsive and qualified firms to provide the professional Marketing

Advisory Services as contemplated in this RFP as requested by the Airport Representative in writing, during the term of the Agreement.

4.0 SCOPE OF WORK

The City seeks qualified Proposers to provide Marketing Advisory Services as ordered and directed by the Airport Representative. These Marketing Advisory Services will include, but may not necessarily be limited to: Strategic and Tactical Marketing Advisory services, General Marketing Advisory services, General Marketing Assistance, Presentation and/or Exhibition Support, and Administrative Support, as described more fully in paragraphs 4.A through 4.E

In general, the selected Proposer, shall assist in the Airport's efforts to further the EXPLORE. EXPERIENCE. EXPAND.® messaging, improve commercial communications and continue the on-going market outreach, business-to-business and partnership programs.

- A. **Strategic and Tactical Marketing Advisory Services.** The selected Proposer shall assist the Airport Representative in developing and implementing strategic and tactical marketing plans consistent with the Airport's goals of improving both passenger and freight air service and enhancing Airport revenues, through related Airport improvements such as real estate development, and airfield/terminal business development.
- B. **General Marketing Advisory Services.** The selected Proposer shall be responsible for assisting the Airport on the purchase of media, advertising or other promotional items/events. Additionally, the selected Proposer will assist other parties – such as international, national, regional airline representatives, related industry representatives, and certain other agents, in marketing of certain activities.
- C. **General Marketing Assistance.**
 - 1. The selected Proposer shall be responsible for general marketing assistance. This assistance will include, but may not necessarily be limited to developing updates and revisions to the Airport's commercial messaging with the public and the Airport's business-to-business

messaging in various industry sectors, such as passenger and freight air service development airport real estate development and other airfield/terminal business development.

2. The selected Proposer's assistance will also include graphic design; event planning and management; media production and placement; and the production/revision of collateral marketing materials, the Airport's business-to-business web-based presence, and various promotional materials; as well as various other marketing functions as ordered by the Airport Representative.

D. **Presentation/Exhibition Support.** The selected Proposer shall assist the Airport Representative in the preparation and presentation of STL's EXPLORE. EXPERIENCE. EXPAND.® messaging to various public and commercial entities.

E. **Administrative Support.**

1. The selected Proposer shall provide administrative support to the Airport's marketing program, including, but not limited to, managing vendors' reimbursement for services provided and products, media or materials purchased for airlines, travel industry organizations, other airports or the Airport.

5.0 FAILURE TO PERFORM

- A. If the Airport Representative determines at his/her sole discretion that the quality or quantity of any work required to be performed under this Agreement is unacceptable or that the Proposer has failed or refused to perform the work, the City may take reasonable and necessary actions to perform the work or remedy the Proposer's failed or under performance(s).
- B. All reasonable costs or expenses incurred by the City will be promptly and timely paid or reimbursed by the Proposer as provided for in this Section. The City may deduct such costs, plus 15 % for administrative costs, from any payments due to the Proposer under this Agreement or the City may invoice the Proposer for such costs which will be due within thirty (30) days of the City's written request.

- C. **The work, if necessary, and any other actions taken by the City pursuant to this subsection may only be performed after first providing at least five (5) working days' notice to Proposer of such failure to comply.** Subsequent to receipt of notice that the City will perform the work or remedy the breach or default, the Proposer must not undertake further performance of such work without the specific prior authorization from the Airport Representative.
- D. Within the five (5) working days' notice period the Proposer may demonstrate to the City why no such alleged failure is present or timely remedy such alleged failure having obtained the Airport Representative's specific prior authorization to undertake further performance of such work. The City may forestall any work or actions it is entitled to perform pursuant to this subsection if such failure cannot be reasonably cured within five (5) working days and provided the Selected Proposer promptly and diligently pursues corrective action to the City's reasonable satisfaction.

6.0 FEES

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

7.0 STATEMENT OF QUALIFICATIONS

All Proposers must prepare a **“Statement of Qualifications”** that describes, in detail, the organization of the Proposer’s firm and pertinent experience performing the Marketing Advisory Services of the nature described in this RFP (see Section 4.0 entitled “Scope Of Work”). Specific experience must demonstrate that the Proposer’s key personnel have at least three (3) years full time paid professional experience within the last five (5) years providing Marketing Advisory Services of the nature described in this RFP. A listing of comparable clients must be provided as part of the Proposal and a listing of comparable project experience must be provided, including names, contact persons, addresses, and phone numbers of at least three (3) responsible client references for verification of experience. Proposers must specifically address the following:

- A. A statement of corporate capabilities, including range of services offered, length of time in business, corporate structure, professional registration, etc.
- B. Documentation of knowledge, experience, and capabilities providing Marketing Advisory Services. Proposer’s key personnel, assigned to provide Marketing Advisory Services to the Airport, must have at least three (3) years full-time paid professional experience providing Marketing Advisory Services of the nature described in Section 4.0 entitled, “Scope of Work”.
- C. Documentation demonstrating Proposer’s ability to successfully manage and coordinate between several simultaneous projects, meet schedules and provide administrative control over services and the management of costs.
- D. Location of principal office where work will be managed.
- E. Other in-house services available.
- F. Identification of the proposed project manager.
- G. Resumes of key personnel, including proposed project manager, citing relevant experience in projects of the nature of described in Section 4.0, entitled “Scope of Work”.
- H. An outline of the proposed compensation structure. The compensation structure should include the Proposer’s hourly labor rate and commission rates.

- I. Proposer and all proposed subconsultants must currently be licensed to do business in the State of Missouri, or have applied for and meet the qualifications for obtaining a license to do business in the State of Missouri and can obtain the license prior to the Commencement Date of the Agreement. Proposer shall furnish a copy of Proposer's license and a copy of all proposed subconsultants' licenses. The Proposer and all proposed subconsultants must also submit proof of registration with the Missouri Secretary of State.
- J. A complete list of all owners, directors, and officers of the Proposer and all proposed subconsultants, independent contractors or others intended to participate in the service (See also Section 22.0, entitled "Subcontracting and Assignment").
- K. A list of the proposed staff to be utilized on the project, including the name, title, relationship to Proposer (e.g. employee, subconsultant's employee, leased employee, independent contractor, etc.), and short description of each person's technical expertise and experience.
- L. Proposer shall furnish the past three (3) fiscal or calendar year-ended completed financial statements prepared in accordance with generally accepted accounting principles and, if available, accompanied by an independent Certified Public Accountant's (CPA's) statement. Proposer's financial statements must include the following:
 - 1. Balance Sheet;
 - 2. Statement of changes in financial position;
 - 3. Income statement; and
 - 4. All footnotes, end notes, or other references relative to the above statements.
- M. Proposer must submit as part of its Proposal a written synopsis, which fully discloses and explains the following events: i) any termination for cause of an air service delivery consulting services contract in which the Proposer or the Proposer's affiliates are or were a party to, that were terminated for cause within the past three (3) years; and/or ii) any debarment proceedings recommended or initiated against the Proposer or the Proposer's respective directors, officers or employees, including their respective affiliate(s), including any final decisions, in the past three (3) years s. Proposer shall include as part of its Proposal copies of any termination notices, debarment notices, complaints, or reports, finding of fact or law, rulings or decisions of debarment. For purposes of this Section 7.M, an

“**affiliate(s)**” means a person or entity that directly or indirectly thorough one or more intermediates controls, or is controlled by, or is under common control with, the Proposer.

- N. Any additional information that may be relevant in assessing the qualifications, experience and ability of the Proposer.

8.0 RESPONSIBILITIES OF THE CONSULTANT

In the performance of any Agreement resulting from this RFP, the selected Proposer, acting as Consultant to the Airport, must:

- A. Comply with all applicable rules and regulations including ordinances, resolutions, plans, operating directives, environmental plans or programs, Airport certification manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as amended, in performing the work or services under the Agreement. Selected Proposer will comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City and all federal, state, city, local and other governmental authorities, as amended, in performing the Provisions of the Agreement.
- B. Carry out the services as described in Section 4.0, Scope of Work, as ordered, requested, and directed in writing by the Airport Representative.
- C. Not subcontract, assign, or otherwise transfer any of the services or work to be performed under the Agreement without the prior written consent of the City. Failure to obtain prior written consent of the City will be deemed cause for termination of the Agreement. (See Section 22.0, “Subcontracting and Assignment”).
- D. Be responsible for the employment and supervision of its own staff to carry out its obligations under the Agreement and be responsible for the performance and payment of professional services that it may hire subject to the Provisions of the Agreement in addition to the Selected Proposer’s regularly employed staff. (Section 22.0, “Subcontracting and Assignment”).

- E. Be responsible for the professional quality, technical accuracy, and coordination of information and materials utilized to implement the services provided under the Agreement. The Selected Proposer will, without any additional compensation, correct or revise errors or deficiencies for which it is responsible in the course of providing its services under the Agreement as determined by the Airport Representative.
- F. Treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Airport Director, unless otherwise required by a court order or subpoena. Selected Proposer shall timely inform the City of any such order or subpoena prior to releasing said confidential information.
- G. Provide personal attention to and prompt services for all assignments. The Selected Proposer understands and agrees that the City does not waive any rights or bases for any cause of action by the virtue of its review, approval, acceptance, or payment of any services provided by the Selected Proposer under the Agreement.
- H. Throughout the term of the Agreement, the Selected Proposer will maintain all licenses, certifications, and credentials necessary to perform the services contemplated herein in accordance with all applicable federal, state, and local laws, and regulations including, without limitation all applicable rules and regulations of United States Department of Transportation (USDOT) as amended.
- I. Ensure that the City's rights in regard to sovereign immunity and any other governmental immunity is reserved and preserved as appropriate with each policy of insurance.

9.0 TERM

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

Commence Date: May 1, 2026

Expiration Date: April 30, 2029

10.0 DUE DATE OF PROPOSAL

- A. Written Proposals will be received up until the hour of **2:00 P.M. Central Time, November 18, 2025**. All Proposals must be addressed and delivered to:

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

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

OR

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

Delia Cummings dfcummings@flystl.com

With copies also sent via email to:

Gin Nelson gmnelson@flystl.com

Robert Salarano rcsalarano@flystl.com

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

Proposals submitted electronically must be submitted in one PDF document*, titled **“Marketing Advisory Services”** followed by the name of the Proposer. This information must also appear in the subject line of the email. Please allow ample time for the email to be transmitted. **The submittal time of record will be the time the email reaches Ms. Cummings. 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: Submit the Proposal as a single document in the PDF format requested. Do not include external links to any documents required by the RFP, for example, financial statements, company biographies, references, etc.**

11.0 RIGHTS

- A. The City reserves the right to reject any Proposal which, in the City’s sole and absolute opinion, the Proposer does not have the qualifications as stated in this RFP, including the necessary experience, the financial capacity or the ability to perform the Scope of Work, or any non-responsive Proposal or any Proposal submitted without the required information. In addition, any Proposal not in compliance with the procedural requirements for submitting a Proposal will be rejected. The City reserves the right to reject any or all Proposals in whole or in part with or without cause; to negotiate for the modification of any Proposal; to advertise for new Proposals; to perform the work or services itself; to waive minor irregularities and formalities; or to proceed to have the services performed otherwise. The City also reserves the right to establish a **“cure”** period, in the event that a Proposer(s) has not submitted the required information, for the purpose of obtaining complete Proposals or curing other defects in a Proposal. The City, in addition to the previously stipulated reservations, reserves the right to disqualify any Proposer and reject any Proposal submitted that is not, in the City’s sole and absolute judgment, competent, experienced, or qualified to perform the work and services contemplated herein. The City reserves the right to thoroughly investigate financial status, experiences, and record of the Proposer and reserves the right to reject any and all Proposals. The submission of a Proposal by any Proposer **does not** in any way commit the City to enter into a contract with that Proposer or any other Proposer. This list of the City’s’ rights is not all-inclusive.
- B. More than one Proposal from a Proposer under the same or different names will not be considered. Proposals will be rejected if there is reason to believe collusion exists among Proposers and no participant in such collusion will be considered in

future Proposals for providing these Marketing Advisory Services. The City reserves the right in its sole and absolute discretion to reject any Proposal from any Proposer that is in arrears; or is currently in default to the City upon any debt or contract; or that is a defaulter as surety or otherwise, upon any obligations to the City within the last three (3) years; or has failed in the City's sole determination and discretion to perform properly, adequately, or faithfully any previous contract within the last three (3) years with the City. The City reserves the right in its sole and absolute discretion to reject any Proposal from a Proposer that is currently involved in litigation with the City regarding any previous contract obligation.

12.0 PROPERTY OF THE CITY

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

13.0 QUESTIONS

- A. If the Proposer finds a discrepancy in, or omission from this document or any of its attachments, has any doubts as to their true meaning, or requires any additional information to prepare the Proposal, the Proposer must notify Delia Cummings, St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Boulevard, Terminal 1, MTN 2501, St. Louis, Missouri 63145, **in writing on or before October 29, 2025 at 5:00 PM local time.** The City will not be responsible for any oral instructions given with regard to the completion and submission of any Proposal. Any interpretation of this RFP or any of its attachments will be made only by duly issued addendum. The City will not be responsible for any other explanations or interpretations of this RFP or any of its attachments. Questions received and responses provided will be made available to all Proposers via duly issued addendum.
- B. The Proposer shall carefully examine the entire contents of this RFP including any attachments, addenda and the premises of the Airport, and shall judge for itself all circumstances and conditions affecting its Proposal.
- C. All information or data in the RFP and any subsequent addenda, while believed to be reliable, are to be used by the Proposer at its sole risk, and the City, its officers,

employees, and agents do not accept any responsibility or liability in any fashion for its use by the Proposer in structuring a Proposal in response to this RFP.

14.0 NOT A CONTRACT

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

15.0 SELECTION CRITERIA

- A. The selection of the Consultant(s) will be made by a five (5) member committee (the “**Selection Committee**”) comprised of two members from the Airport Staff, one member appointed by the Office of the Mayor of the City, one member from the Comptroller’s Office and one member from the Office of the President of the Board of Aldermen. The Selection Committee in its sole judgment and in the best interest of the City and the Airport will select a responsive Proposer best qualified to perform the services described (See Section 16 entitled “Award of a Contract”).
- B. The Selection Committee shall retain the right, at their sole discretion, to interview and request presentations from each of the Proposers prior to making their selection.

The Proposer may contact only the individual identified in Section 13.0, above, with any questions. If the Proposer contacts any member of the Selection Committee, such contact may render the process invalid or eliminate the Proposer from the selection process. It is anticipated that the Selection Committee’s selection of the Consultant may be made within (30) thirty days after the receipt of the Proposals.

- C. If the Selection Committee decides to award an Agreement, the City will then schedule a time for the City and successful Proposer(s) to finalize the scope of work and negotiate and draft the terms of the Agreement, including without

limitation, the fee structure (see Section 6 entitled “Fees”). If a successful Proposer refuses or neglects to timely execute an Agreement with the City or fails to timely furnish the required proof of insurance and endorsements, bonds, affidavits, or other required documents as requested by the City, the City may in its sole and absolute discretion, then award the Agreement to the next responsive Proposer best qualified to perform the services, as determined by the Selection Committee. If selected, the next responsive Proposer will be subject to the same procedures and timetables as provided herein. If the second best Proposer also fails or refuses to fully execute the Agreement or fails to timely furnish the requested proof of insurance and endorsements, bonds, affidavits, or other documents requested by the City, the next best Proposer, if selected, will be subject to the foregoing provisions and so on as determined by the Selection Committee.

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

1. RFP EVALUATION CRITERIA/FACTORS

- a. Firm’s qualifications, experience and capability to perform the Scope of Work; as outlined in the “Statement of Qualifications” (See Sections 7.A – 7.G **(0 to 40 pts.)**)
- b. Firm’s qualifications, experience and capability to perform the Scope of Work; as outlined in the “Statement of Qualifications” (See Sections 7.I – 7.N) **(0 to 25 pts.)**
- c. Firm’s qualifications, experience and capability to perform and comply with the Responsibilities of the Consultant”; (See Section 8) **(0 to 15 pts.)**
- d. Firm’s fee structure in accordance with the requirements of the RFP. (See Section 7.H and Section 6, entitled “Fees”). **(0 to 15 pts.)**
- e. Presentation
(If Selection Committee requests) **(0 to 5 pts.)**

(MAXIMUM POINTS 100)

- F. The City of St. Louis, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit proposals in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex age, or disability in consideration for an award.

16.0 AWARD OF CONTRACT

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

17.0 NON-DISCRIMINATION IN EMPLOYMENT

- A. The selected Proposer agrees during performance under the Agreement, that discrimination will not be permitted against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, disability, national ancestry or origin.
- B. The selected Proposer 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 Selected Proposer, 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. The selected Proposer 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 selected Proposer 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 Selected Proposer ineligible for further City contracts for a period of one year, at the City's option. If the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Proposer will have no claim for any damages against the City.
- E. The selected Proposer will incorporate the above Sections 17.A through 17.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 selected Proposer is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with Sections 17.A through 17.E, such Selected Proposer will notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

18.0 REQUIRED SUBMITTALS

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

conditions and obligations of the Agreement resulting from this RFP. **Each** Proposer must include a narrative or complete appropriate forms addressing the following:

- A) Statement of Qualifications as provided for in Section 7.0, “Statement of Qualifications” (See Sections 7.A, 7.B, 7.C, and 7.E).
- B) Documentation demonstrating Proposer’s ability to comply with personnel requirements of this RFP. The documentation should include resumes for the key managers or executives, including the branch manager, who will be responsible for the Proposer’s performance (See Sections 7.F And 7.G).
- C) A list of five (5) business references, including a contact person’s name, complete address and telephone number for each reference. The references requested in Section 7.0 entitled “Statement of Qualifications” must be included as part of this business reference list.
- D) The Proposer’s fiscal year-end Financial Statements for the last three (3) years (See Section 7.L).
- E) Completion of the Authorized Submission Form (**Attachment 1**).
- F) Certificate(s) of Insurance or statement from insurance company (**See Section 19.0, “Proof of Insurance”**).
- G) Authorization from Surety firm of intent to provide a Performance Bond and Payment Bond in the amount of \$5,000.00 each (**See Section 21.0, “Performance Bond And Payment Bond” and Attachment 4, entitled “Proposal To Bond Form”**). **A completed Proposal to Bond Form or a Proposal to Bond on Surety Company stationery must be provided with the Proposer’s Proposal.**
- H) Missouri Unauthorized Aliens Law Acknowledgement and Acceptance Declaration and Affidavit (**See Section 29.0, “Missouri Unauthorized Aliens Law” And Exhibit A And Exhibit B**).
- I) Cost Proposal Summary (See Section 7.H).
- J) License(s) and Certificate of Good Standing (See Section 7.I).

- K) List of subcontractors to be included as part of the Statement of Qualifications and compensation for subcontractors (See Sections 7.J And 22.0.).
- L) List of owners, directors, and officers (See Section 7).
- M) Location of principal office (See Section 7.D).
- N) Living Wage Acknowledgement And Acceptance Declaration (See Section 26.0 And Exhibit C).
- O) A list of proposed staff to be utilized including descriptions of technical expertise and experience (See Section 7.K).
- P) Synopsis and copies of Terminations and Debarments (See Section 7.M).
- Q) Anti-Discrimination Against Israel Act Acknowledgement And Declaration and Affidavit. (See Section 30.0 entitled “Anti-Discrimination Against Israel Act” and Exhibits E And F)
- R) St. Louis Lambert International Airport Subconsultant/Supplier List (Airport Only – Construction and Service Contracts)
- S) Proposer must submit a completed W-9. (See Proposer’s Checklist)

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

19.0 PROOF OF INSURANCE

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

1. Comprehensive General Liability - \$2,000,000.00 Combined Single Limits, and
 2. Comprehensive Automobile Liability – Missouri State required insurance limits \$100,000.00 per occurrence, \$300,000.00 aggregate (all vehicles, including owned, hired and non-owned), and
 3. Professional Liability, including Errors and Omissions - 1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
- B. The Selected Proposer will maintain Workers' Compensation and Employer's Liability Insurance at least at the statutory requirement and in accordance with Missouri laws and regulations. Selected Proposer will require that all of its subcontractor's licensees similarly provide such coverage. The Insured Parties, its officers, employees, or agents will not be liable or responsible for any claims or actions occasioned by Selected Proposer's failure to comply with the provisions of this subsection. It is expressly agreed that the employees of the Selected Proposer are not employees of the Insured Parties for any purpose, and that employees of the Insured Parties are not employees of the Selected Proposer.
- C. A current Certificate(s) of said insurance, proposal to insure, or statement from Proposer's insurance company acknowledging that this requirement can be met must be submitted with the Proposal. Proposer shall also submit a current Certificate of Insurance or proposal to insure from the Proposer's insurance company for Worker's Compensation and Employer's Liability. The Proposer acknowledges and agrees that the Agreement will require the Selected Proposer to name the Insured Parties as an "Additional Insured" under the Proposer's Comprehensive General Liability and Comprehensive Automobile Insurance.
- ALL THE INSURED PARTIES MUST BE INCLUDED AS ADDITIONAL INSURED. FAILURE TO INCLUDE THE INSURED PARTIES AS ADDITIONAL INSURED WILL REQUIRE THE RESUBMISSION OF INSURANCE DOCUMENTS.**

20. INDEMNIFICATION:

- A. The Selected Proposer 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 Selected Proposer'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 Selected Proposer reasonable notice of any such claims or actions. The Selected Proposer 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 Selected Proposer 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 Selected Proposer, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors, or any defective materials or equipment used or supplied by Selected Proposer.
- C. The Selected Proposer 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 Selected Proposer or its officers, employees, representative, or agent in the execution of the Agreement.
- D. The Selected Proposer 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

21.0 PERFORMANCE BOND AND PAYMENT BOND

- A. At or prior to the execution of the Agreement, the Selected Proposer shall execute a Performance Bond and a Payment Bond each in the amount of Five Thousand Dollars (\$5,000.00) with surety satisfactory to the City conditioned on the full and faithful performance of all terms, covenants, and conditions of the Agreement. Affirmation by the Surety Company to execute said bonds must be executed by an Attorney-in-Fact for the surety company before a Notary Public licensed by the State of Missouri. The Payment and Performance Bonds must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of a one-year renewable bond to meet the requirements of this Section. The Selected Proposer shall notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bond or Payment Bond and if the Selected Proposer's Performance Bond or Payment Bond is terminated, cancelled, not renewed or extended, the Selected Proposer shall promptly provide the City with a replacement bond(s) in full compliance with this Section. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.
- B. A copy of the bonds, in a form acceptable to the City, must be given to the Airport Representative for review and approval before the Selected Proposer performs any work under the Agreement.
- C. Proposer shall submit with its Proposal a completed "Proposal to Bond Form" executed by the Proposer's Surety Company or a Proposal to Bond on the Surety Company's stationary (See **Attachment 4**, entitled, "Proposal to Bond Form").

22.0 SUBCONTRACTING AND ASSIGNMENT

- A. It is the policy of the City of St. Louis to ensure equal opportunity for all business enterprises, including minority and women's business enterprises, in contracting, subcontracting, and the provision of goods and services to the City, its departments, agencies and authorized representative and to all entities receiving City funds or City-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub-recipients through the competitive Proposal process.
- B. Proposer shall submit, as part of its Proposal, all subconsultants it proposes to utilize under the Agreement, if awarded, as well as the proposed scope of work

each subconsultant will perform and the expected percentage of each subconsultant's participation. (See **Attachment 2**)

- C. The Proposer agrees to take all reasonable steps to ensure that all business enterprises, including Minority-owned Business Enterprises (MBEs) and Women-owned Businesses Enterprises (WBEs), have equal opportunity to participate in contracts and subcontracts financed by the City of St. Louis provided under the Agreement. The Proposer will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts or in the performance under this or any other contract financed by the City of St. Louis.
- D. The may utilize the City of St. Louis Minority and Women Business Enterprise on-line directory, located at St. Louis Development Corporation's (SLDC) [CertifySTL Business Certification System](#) to verify that proposed Minority and Women Business Enterprises (MBEs and/or WBEs) contractors/consultants are currently certified. Proposers can search by business names, business description, commodity code, contact person/owner's name, location, or ethnicity.
- E. The selected Proposer 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, Selected Proposer 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 Selected Proposer 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. Selected Proposer 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, Selected Proposer 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 Selected Proposer 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 Selected Proposer 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 Selected Proposer 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 Selected Proposer as described above.
- I. If applicable, when mobilization payments are approved as a contract line item for the prime Selected Proposer, the subcontractor shall be paid a reasonable amount not to exceed five percent (5%) of their contract by the prime Selected Proposer 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 Selected Proposer 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.

23.0 MEDIA INQUIRIES / ADVERTISING

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

- B. Selected Proposer acknowledges and agrees that any printed articles, press releases, web articles, social media communications or case studies about an Airport Project must be approved in writing by the Airport's Public Relations Manager prior to being made public by the Selected Proposer. Selected Proposer 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. Selected Proposer will treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Director, unless otherwise required by a court order or subpoena. Selected Proposer 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 Selected Proposer's work.
- E. Any quotes or testimonials from City or Airport staff may not be used unless pre-approved in writing by the Airport's Public Relations Manager.
- F. Photos taken by Selected Proposer of Airport Projects must be pre-approved in writing by the Airport's Public Relations Manager. Selected Proposer acknowledges and understands that some photos may contain security-sensitive information and publication may violate federal laws or regulations or Airport security rules or procedures.
- G. The Airport's Public Relations office must be given at least three (3) business days' notice to review request and materials. The Airport's Public Relations office coordinates media, web, postings, printed materials, advertisements and other public communication about Airport Projects. Public Relations main number is: 314-426-8125.

24.0 CUSTOMER SERVICE

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

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

25.0 PREVAILING WAGE AND FRINGE BENEFITS

- A. The Selected Proposer warrants, represents, stipulates and agrees that it shall pay to employees and subcontractor's employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or their authorized representative, in accordance with prevailing rates in the locality of the Metropolitan St. Louis area pursuant to 41 U.S.C. 351 et seq. as amended except for any person engaged in an executive, administrative or professional capacity. This Section is subject to and shall be in accordance with City Ordinance No 62124 as codified in Chapter 6.20 of the Revised Code of The City of St. Louis 2020, Annotated.
- B. Subject to and in accordance with Chapter 6.20.010.A of the Revised Code of The City of St. Louis, such fringe benefits may include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, costs of apprenticeship or other similar programs, and other bona fide fringe benefits to be provided by the service consultant and not otherwise required by federal, state or local law. The term

"minimum prevailing fringe benefits "may include any contributions of fringe benefits equivalent to the foregoing or differential payments in cash.

- C. Selected Proposer 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 their authorized representative at any reasonable time and as often as may be necessary and such records must not be destroyed or removed from their customary location for the period of one (1) year following the completion of the work under the Agreement.

26.0 LIVING WAGE

- A. Living Wage Requirements: Proposers are hereby advised that the City's Living Wage Ordinance 65597 and 71948 ("**Ordinance**") and associated "**Regulations**" apply to the service for which Proposals are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the successful Proposer and the City must be paid a minimum of the applicable Living Wage rates set forth in the attached Living Wage Bulletin (see Exhibit D, attached and incorporated herein), and, if the rates are adjusted during the term of the Agreement pursuant to the Ordinance, applicable rates after such adjustment is made. Each Proposer must submit the "Living Wage Acknowledgment and Acceptance Declaration" with its Proposal which is attached hereto as Exhibit C and incorporated herein (See **Proposer's Checklist Item 11**). Failure to submit this declaration with the Bid will result in rejection of the Bid. A successful Proposer's failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the Agreement and the imposition of additional penalties as set forth in the Ordinance and Regulations.

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

Airport Assistant Director
Office of Business Opportunities
11495 Navaid Road, 2nd Floor

St. Louis, Missouri 63044
Phone: (314) 426-8111

27.0. CIVIL RIGHTS GENERAL PROVISIONS

- A. In all its activities within the scope of its airport program, the Selected Proposer 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, 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 of Title VI of the Civil Rights Act of 1964.

- B. The above provision binds the Selected Proposer and subcontractors from the bid solicitation period through the completion of the contract.

28.0. CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS

- A. The City of St. Louis, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit proposals in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation), age, or disability in consideration for an award.

- B. During the performance of the Agreement, the Selected Proposer, for itself, its assignees, and successors in interest (hereinafter referred to as the “Selected Proposer”), agrees as follows:

1. **Compliance with Regulations:** The Selected Proposer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from

time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Selected Proposer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Selected Proposer will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract 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 Selected Proposer 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 Selected Proposer of the Selected Proposer's obligations under the Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Selected Proposer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Selected Proposer is in the exclusive possession of another who fails or refuses to furnish the information, the Selected Proposer will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Selected Proposer's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Selected Proposer under the contract until the Selected Proposer complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The Selected Proposer 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 Selected Proposer 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 Selected Proposer becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Selected Proposer may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Selected Proposer 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 Selected Proposer, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR

part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, *et seq.*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (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. 74087 (2005)];

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 USC § 1681, et seq).

29.0 MISSOURI UNAUTHORIZED ALIENS LAW

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

Information regarding E-Verify can be found on the [U.S. Citizenship and Immigration Services' web site](#)

30.0 ANTI-DISCRIMINATION AGAINST ISRAEL ACT REQUIREMENT

- A. Proposers are advised that the Agreement executed with the successful Proposer pursuant to this RFP is subject to Section 34.600 of the Revised Statutes of Missouri 2000, as amended (the “**Anti-Discrimination Against Israel Act**”). As a condition for the award of the Agreement the successful Proposer will, **by sworn affidavit**, affirm it is not currently engaged in and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business with the State of Israel.
- A. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as Exhibit F entitled “Affidavit”. (See **Proposer’s Checklist Item 16.**) Each Proposer must submit the attached “Anti-Discrimination Against Israel Act Acknowledgment And Acceptance Declaration” with its Proposal (see attached Exhibit E, incorporated herein and **Proposer’s Checklist Item 17.**) Failure to submit this declaration with the Proposal will result in rejection of the Proposal. A successful Proposer’s failure to comply with the Provisions of the Agreement related to the Anti-Discrimination Against Israel Act may result in the termination of the Agreement by the City and other remedies available to the City at law or inequity. Proposer will deliver a fully executed original of the Affidavit (see Exhibit F), within twenty (20) days after notice to the successful Proposer of the award and prior to performing any work under the Agreement unless the Anti-Discrimination Against Israel Act does not apply to the award of the Agreement. The Anti-Discrimination Against Israel Act does not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to Contractors with fewer than ten (10) employees.

31.0 FEDERAL FAIR LABOR STANDARDS ACT PROVISION

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Sect. 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA

sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

- B. The Selected Proposer has full responsibility to monitor compliance to the referenced statute or regulation. The Selected Proposer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

32.0 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

33.0 SEISMIC SAFETY

When applicable, the Selected Proposer 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.

34.0 DISTRACTED DRIVING

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

35.0. CLEAN AIR AND WATER POLLUTION CONTROL

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

36.0 FACILITIES PROVIDED BY THE AIRPORT

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

37.0 PRECAUTIONARY MEASURES

- A. Selected Proposer 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. Selected Proposer will place watchmen, erect barricades and railings, give warnings, display lights, signals, or signs and exercise precautions against fire, or electrocution, and take other precautions as may be necessary, proper, and desirable.
- B. Selected Proposer shall comply with Social Distancing guidelines in effect at such time that are recommended by the CDC in coordination with the Airport Representative.
- C. Any job related task where social distancing is impractical shall be completed with the appropriate level of PPE.

- D. Selected Proposer shall be responsible for developing and implementing plans and procedures to prevent and mitigate the spread of COVID-19 or any other infectious disease within their work area to the maximum extent practical, with approval from the Airport Representative.

38.0 BADGING

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

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

- F. Upon expiration or termination of Agreement or discontinuance of employment of any of the Selected Proposer or subcontractor employees working under the Agreement, all Airport-issued keys and ID Badges shall be immediately surrendered to the Airport Representative or Airport Security Operations.
- G. The Selected Proposer 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 Selected Proposer or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Selected Proposer, or its officers, employees, agents, or representatives, will be the responsibility of the Selected Proposer. The City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City.

39.0 PRE-PROPOSAL MEETING

A pre-proposal meeting will be held via Zoom on October 28, 2025 at 10:00 a.m. Central Time. **Participation in the Pre-Proposal Meeting is voluntary, but highly recommended.** If you have questions regarding the meeting or wish to participate, please contact the Airport Properties Division via email at dfcummings@flystl.com. The link for the meeting is:

[Join Zoom Meeting](#)

Meeting URL:

<https://flystl.zoom.us/j/82298391600?pwd=T9BVV2U2g5HaUQ1sNhboEbbAzzl10U.1>

Meeting ID: 822 9839 1600

Passcode: 357085

Join by Telephone

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

Dial: +1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 360 209 5623 US

+1 309 205 3325 US

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 253 215 8782 US (Tacoma)

+1 646 558 8656 US (New York)

+1 669 900 9128 US (San Jose)

IMPORTANT NOTE

Please review the following Proposer's checklist VERY carefully. ALL Proposers MUST SUBMIT **EACH** AND **EVERY** DOCUMENT LISTED ON THE CHECKLIST. Any information requested by the City and not supplied by a Bidder may result in the rejection of your bid without an opportunity to cure. Be sure that your submission contains all requested information.

For MBE and WBE certification inquiries contact St. Louis Development Corporation at 314.327.7234 or visit the website at [CertifySTL Business Certification System](#)

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

Statement of Qualifications

See Sections 7.A through 7.N And 18.A

Resumes of key managers

See Sections 7.G And 18.B

List of References

See Sections 7 And 18.C

Financial Statements

See Sections 7.L And 18.D

Certificate of Insurance

See Sections 18.F and 19

Cost Proposal Summary

See Sections 6, 7.H, and 18.I

Completed Authorized Submission Form

See Section 18.E and Attachment 1

Completed W-9

(See Section 18.S)

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

See Sections 18.R, 22, and Attachment 2

Proposal To Bond Form/Proposal To Bond on Surety Company Letterhead

See Sections 18.G, 21, and Attachment 4

Living Wage Acknowledgement and Acceptance Declaration

See Section 26 and Exhibit C And 18.N

Missouri Unauthorized Aliens Law Acknowledgement And Acceptance Declaration

See Sections 18.H and 29; Exhibit A

Missouri Unauthorized Aliens Law Affidavit

See Sections 18.H and 29; Exhibit B

Anti-Discrimination Against Israel Act Acknowledgment And Declaration

See Sections 18.Q and 30, Exhibit E

Anti-Discrimination Against Israel Affidavit

See Sections 18.Q and 30, Exhibit F

Licenses And State of Missouri Certificate of Good Standing

See Sections 7.I and 18.J

List of owners, directors, and officers

See Sections 7.J and 18.L

Location of principle office

See Sections 7.D and 18.M

Synopsis of Terminations And Debarments

See Sections 7.M and 18.P

Proposed Staff with technical expertise to be utilized

See Sections 7.K and 18.O

Attachment 1

AUTHORIZED SUBMISSION FORM

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

Submitted by:

(Firm Name)

By:

(Signature)

(Typed or Printed Name)

(Title)

(Date)

Address:

Telephone Number:

Federal ID Number:

Email:

Attachment 2**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT SUBCONTRACTOR/SUPPLIER LIST
(AIRPORT ONLY – CONSTRUCTION AND SERVICE CONTRACTS)**

The Selected Proposer 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 Selected Proposer contemplates utilizing in performing services, and if awarded the contract, the Selected Proposer 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 Proposer		
	Total Dollar Amount of Contracts:	\$

Attachment 3

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
REQUEST TO CHANGE SUBCONTRACTOR LIST
(SUBSTITUTION OR ADD FORM)**



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

Project Name:

Total Contract Amount:

Name of Prime

Contractor/Consultant:

No contractor/consultant shall change any subcontractor list unless a substitution change form is submitted in writing and approved in writing by the Office of Business Opportunities at St. Louis Lambert International Airport. Please fill out this form in its entirety when adding or replacing a subcontractor

1. Name of subcontractor/supplier

being Choose One

Federal Tax ID #:

Contact Person Name & Phone Number:

Physical Address:

Certification Type: Choose One

Description of work:

Contract Amount \$:

Type of work performed and / or material supplied by subcontractor / supplier that is being replaced and/or added:

The reason the original subcontractor / supplier is being: Choose One

Prime Contractor/Consultant Name (print)

Prime Contractor/Consultant Representative's

Date

Attachment 4
PROPOSAL TO BOND FORM

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

licensed in Missouri, as Surety, does hereby state that he/she understands the obligation of the Proposer under the proposal presented above and further understands and agrees to perform as surety for the Proposer as required by Section 21.0, PERFORMANCE BOND AND PAYMENT BOND, in the event that the proposal of _____, the Proposer, is accepted by the City of St. Louis, Missouri.

Signature _____

Title _____

Date _____

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

Exhibit A

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

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Proposer's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

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

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

Exhibit B
MISSOURI UNAUTHORIZED ALIENS LAW AFFIDAVIT

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

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

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

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

(**Consultant**)

I have the legal authority to make the following assertions:

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

Affiant

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

Notary Public

My Commission Expires:

Exhibit C

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ACKNOWLEDGEMENT AND ACCEPTANCE DECLARATION

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Proposer's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

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

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

Exhibit D

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

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

In accordance with Ordinances No. 65597 and No. 71948, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$16.66** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$22.02** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) The prevailing fringe benefits rate, as required under the Ordinance and defined by Section 6.20.010 of the Revised Code of the City of St. Louis, is **\$5.36** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **APRIL 1, 2025**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at [Ordinance 65597 | City of St. Louis Ordinances \(stlouis-mo.gov\)](https://www.stlouis-mo.gov/ordinances/65597) or obtained from:

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

Exhibit E

ANTI-DISCRIMINATION AGAINST ISRAEL ACT

ACKNOWLEDGMENT AND ACCEPTANCE DECLARATION

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Bidder/Proposer's (Company) Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

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

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Exhibit F

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

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

Before me, the undersigned Notary Public, personally appeared

_____ (Name)

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

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

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

St. Louis. I have the legal authority to make the following assertion:

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

Affiant

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

_____ day of _____, 20____.

Notary Public

My Commission Expires: