



ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®

SOLICITATION FOR BID FOR

LINDBERGH TUNNEL CLEANING SERVICES

BID INFORMATION

Solicitation: Lindbergh Tunnel Cleaning Services

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

Pre-Bid Meeting: December 2, 2025 at 3:00 p.m. Local Time

RSVP to Delia Cummings, dfcummings@flystl.com

Questions Due: On or before December 3, 2025, 4:30 p.m.

Bid Due Date: December 22, 2025 at 2:00 p.m., Local Time

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

November 17, 2025

PROSPECTIVE BIDDERS:

Attached is the Solicitation for Bids for **Lindbergh Tunnel Cleaning Services** at St. Louis Lambert International Airport. Sealed bids will be received at **the St. Louis Lambert International Airport, Airport Properties Division, Terminal 1, MTN-2501, 10701 Lambert International Drive, MTN 2501, St. Louis, Missouri 63145 until 2:00 p.m. on December 22, 2025, at** which time they will be publicly opened and read. Bids will be opened in the Airport Properties Division Conference Room located in the lower level of Terminal 1, adjacent to the A Concourse Security Checkpoint (MTN 2450).

Bids must be submitted on the included APPENDIX “C.” Bids, which may be submitted via electronic email or regular mail service, should be submitted in strict accordance with instructions given in Appendix A, Section 30 of the SFB. If the bids are mailed via regular mail, one copy must be presented in a sealed envelope addressed to the Airport Contract Compliance Officer at the address provided above, with the words “**Bid For Lindbergh Tunnel Cleaning Services**” clearly written across the left hand face of the envelope.

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

A Pre-Bid Meeting will be conducted on **December 2, 2025 at 3:00 p.m.** local time via Zoom. Pre-Bid Meeting participation is not mandatory, but is highly recommended. Please see Appendix A, Section 29 of the SFB for more information.

The Successful Bidder(s) will be determined on the basis of the lowest and best bid submitted on APPENDIX “C” along with the bidders’ ability to comply with Appendix A, Technical Specifications, and Appendix “B,” General Specifications.

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

All inquiries regarding this solicitation are to be made in writing on or before December 29, 2025, and should be addressed to Delia Cummings, Contract Supervisor.

Sincerely,

Delia Cummings

Delia Cummings
Contract Supervisor

Enclosure

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ATTACHMENTS AND FORMS

BIDDER'S CHECKLIST	2 pages
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ATTACHMENT 1	1 page
Proposal To Bond Form	

ATTACHMENT 2.....	1 page
Authorized Submission Form	

ATTACHMENT 3.....	1 page
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St. Louis Lambert International Airport Subcontractor/Supplier List (Airport Only – Construction and Service Contracts)

ATTACHMENT 4.....1 page

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

EXHIBITS

EXHIBIT A.....1 page

Missouri Unauthorized Aliens Law Acknowledgement & Acceptance Declaration

EXHIBIT B.....1 page

Missouri Unauthorized Aliens Law Affidavit

EXHIBIT C.....1 page

St. Louis Living Wage Acknowledgement & Acceptance Declaration

EXHIBIT D.....1 page

St. Louis Living Wage Adjustment Bulletin

EXHIBIT E.....1 page

Anti-Discrimination Against Israel Act Acknowledgement & Acceptance Declaration

EXHIBIT F.....1 page

Anti-Discrimination Against Israel Act Affidavit

EXHIBIT G.....1 page

Lindbergh Tunnel Fact Sheet

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

APPENDIX "A"

TECHNICAL SPECIFICATIONS
(LINDBERGH TUNNEL CLEANING SERVICES)

1. DEFINITIONS

The following terms and definitions are used in this solicitation:

"Agreement" means the contract awarded under this SFB to the Successful Bidder and executed between the City of St. Louis and the Successful Bidder for Lindbergh Tunnel Cleaning Services.

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

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

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

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

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

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

"Contractor" means the Successful Bidder.

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

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

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

"Expiration Date" means the date the term of the Agreement ends, which is June 30, 2029 as provided for in **Appendix A, Section 7 "Term"**.

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

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

"MODOT" means the Missouri Department of Transportation.

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

"Provision(s)" means the terms, covenants, conditions, warranties, or provisions of the Agreement.

"Rules and Regulations" means those lawful and not unjustly discriminatory rules, regulations, resolutions, plans, operating directives, the Airport Certification Manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as amended. for the lawful and orderly administration or operation of the City and Airport.

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

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

"TSA" means the Transportation Security Administration.

2. **SOLICITATION**

A. Bid Award

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

B. Disqualifications

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

C. Rights Reserved by City

1. The City reserves the right to thoroughly investigate the financial status, experience, qualifications, competence, reputation, and record of the Bidder, and the City reserves the right to reject any or all bids.

2. The City reserves the right to reject any Bid if, in the City's sole opinion, the Bidder does not have the minimum qualifications as stated below, (**see Appendix A, Section 3 “Qualifications”**), including the necessary experience, the financial capacity or the ability to perform the scope of work;
3. The City reserves the right to disqualify any Bidder and reject any Bid that is not, in the City’s sole judgment, competent, experienced, or qualified to perform the work or service; or not in the City’s best interest.
4. The City reserves the right to reject any Bid if the Bid is a conditioned Bid, contains erasures, alterations, or alternatives, is not accompanied by all the items identified on the Bidder's Checklist, is submitted without the required or requested Bid information; or is not in compliance with the procedural requirements for submitting a Bid as set out in the cover letter to this SFB.
5. The City reserves the right in its sole discretion to reject any Bid from any Bidder that is in arrears or is currently in default to the City upon any debt or contract; or that is a defaulter as surety or otherwise upon any obligation to the City within the last three (3) years; or has failed in the City’s sole determination and discretion to properly, adequately, or faithfully perform any previous contract within the last three (3) years with the City.
6. The City reserves the right in its sole discretion to reject any Bid from any Bidder that is currently involved in litigation with the City regarding any previous contract obligations.
7. The City reserves the right to perform one, all, or any combination of the following: reject any or all Bids; advertise for new Bids; cancel this SFB.
8. The City, in its sole determination, reserves the right to, waive minor irregularities and formalities, establish a "cure" period, if a Bidder or Bidders have not submitted the required Bid information for the purpose of obtaining complete Bid submittals and correcting other defects in a Bid.

9. This list of the City's rights is not all inclusive.

D. Bidders Responsible For Bid

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

E. Forfeiture

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

F. Not A Contract

This SFB is not a contract or a commitment of any kind by the City or the Airport. Nor does it commit the City to pay for any costs incurred by the Bidder in the

submission of its Bid or any cost incurred prior to the approval and execution of a formal contract with the City. The award of the Agreement to the Successful Bidder under this SFB as well as the Provisions of the Agreement to be awarded must be approved by the City's Airport Commission and its Board of Estimate and Apportionment.

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

3. **QUALIFICATIONS**

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

- A. Bidder must have a minimum of five (5) years of experience within the last six (6) years in providing tunnel cleaning services of the type and nature required under this Agreement. Bidder shall provide as a part of its Bid, a written synopsis, which illustrates that the Bidder has experience of the same nature described in this solicitation and satisfies the minimum experience requirement of this SFB. **(See Bidder's Checklist).**
- B. Bidder must have the financial capability to perform the "Scope of Work" as described in **Appendix A, Section 5** of this SFB and must submit the last two (2) years financial statements, prepared in accordance with generally accepted accounting principles, including an independent CPA's statement attached, if said CPA's statement is available. Examples of acceptable financial statements include: Balance Sheets, Statement of Changes in Financial Position, and Income Statements, as well as all accompanying footnotes. **(See Bidder's Checklist)**
- C. Bidder and all proposed subcontractors must be licensed to do business in the State of Missouri when the Agreement is executed and must submit a current

Certificate of Good Standing from the Missouri Secretary of State, if applicable.
The Bidder and all proposed subcontractors must also submit proof of registration with the Missouri Secretary of State. **(See Bidder's Checklist)**

- D. Bidder must submit a completed W-9. **(See Bidder's Checklist)**
- E. Bidder must submit, at a minimum, three (3) business references, including contact name, telephone number, mailing address, and email address. These references must be from customers to whom the Bidder has provided tunnel cleaning services of the same nature and type described in this SFB. **(See Bidder's Checklist)**
- F. Bidder must submit as part of its Bid a written synopsis which fully discloses and explains either of the following events occurring in the last three (3) years, including copies of any associated notices, complaints, reports, findings of fact and/or law, rulings, or decisions **(See Bidder's Checklist)**. For purposes of Appendix A, this Section 3. F, "**affiliates**" means a person or entity that directly or indirectly through one or more intermediates, controls, is controlled by, or is under common control with, the Bidder.
 - 1. Any termination for cause of a Tunnel Cleaning Services contract in which the Bidder or the Bidder's affiliates, are or were a party to; and
 - 2. Any debarment proceedings recommended or initiated, or debarment decisions against the Bidder or the Bidder's respective directors, officers or employees, including their respective affiliates.
- G. The City will not enter into an Agreement with any Bidder who is found to be delinquent on City of St. Louis Earnings Taxes or is unable to procure a City of St. Louis Business License, if such license is applicable.

4. **INVESTIGATION OF CONDITIONS**

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

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

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

5. **SCOPE OF WORK**

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

- A. The Successful Bidder shall furnish all supervision, labor, tools, equipment, supplies, chemicals, parts, materials, and all traffic control necessary to clean both directions of the Lindbergh Tunnel once per Contract Year, in the month of September, for two (2) consecutive weeknights between the hours of 7:00 p.m. and 5:00 a.m. (See Exhibit G “Lindbergh Tunnel Fact Sheet.”)
- B. The Successful Bidder shall use a pressure washer with an approved tunnel cleaning compound to clean the walls of the Lindbergh Tunnel.
 - a. The tunnel cleaning compound will contain a blend of mild citric acid and surfactants that perform by breaking the bond of oily substances without emulsifying agents.
 - b. The tunnel cleaning compound must be environmentally acceptable for disposal into the tunnel drain system.

- c. The tunnel cleaning compound must be placed on the walls using a pressure washer with a pressure of 3,000 pounds per square inch (psi), and be used to brighten and clean the existing concrete.
 - d. The use of the tunnel cleaning compound must be in accordance with manufacturer's recommendations.
 - e. The Successful Bidder shall submit the Safety Data Sheets (SDS) of the tunnel cleaning compound to the Airport Representative for his/her review and approval prior to the use of the tunnel cleaning compound.
- C. The cleaning of the Lindbergh Tunnel must be performed with the utmost care.
- a. Prior to any cleaning, the Successful Bidder must cover all Carbon Monoxide (CO) sensors. After each cleaning, the Contractor must remove all covers from all CO sensors.
 - b. Contractor shall not spray water directly onto any lighting or telephones located inside the Lindbergh Tunnel.
 - c. To safeguard against damage, Contractor shall use expert care, proper technique and correct water pressure when cleaning the painted surfaces listed below:
 - 1. Signage;
 - 2. Fire cabinets and the painted areas around the fire cabinets; and
 - 3. Emergency doors, the painted areas around the emergency doors and the delineator posts.
 - d. The Airport Representative will be onsite to observe the annual cleaning to ensure no damage occurs to the Lindbergh Tunnel, its components or systems.
- D. The Successful Bidder must notify the Airport Representative in writing at least three (3) weeks prior to the proposed annual cleaning date to allow the Airport Representative time to coordinate with the Missouri Department of Transportation (MODOT).

- E. Cleaning of the Lindbergh Tunnel will require traffic control and lane closures. The Successful Bidder is responsible for all expenses associated with traffic control and lane closures. All traffic control and lane closures must strictly adhere to MODOT regulations. The Successful Bidder is responsible for ensuring all traffic control and lanes closures adhere to MODOT regulations.
- F. All lane closures and work performed under this Agreement must be scheduled for two (2) consecutive weeknights and must be performed during the hours of 7:00pm and 5:00am, as follows:

First Weeknight – The northbound cell (both northbound lanes) must be closed for cleaning.

Second Weeknight – The southbound cell (both southbound lanes) must be closed for cleaning.
- G. The Successful Bidder shall supply all equipment and supplies including but not limited to power washing equipment, power washing supplies, cleaning chemicals, lifts and all water.
- H. The Successful Bidder will not be permitted to use the fire hydrants at the Lindbergh Tunnel as a source of water.
- I. Successful Bidder will be permitted to stage their equipment in the Tunnel's parking areas during the two (2) days that work is being performed. Please note that equipment staging is restricted to the two (2) specific days work is being accomplished.

6. **EXTRA WORK**

- A. At the written request and direction of the Director, additional Lindbergh Tunnel Cleaning Services work or modifications, additions, or extras ("**Extras**") may be required. The fee or charge for Extras will be agreed upon in advance in writing on a case-by-case basis as described herein and in **Appendix A, Section 11.E "Payments"** of this SFB. For all work conducted under the Agreement, the total

amount to be paid to the Successful Bidder must not exceed the total Contract Not-To-Exceed Amount of the Agreement. **(See Appendix A, Section 11.K “Payments”)**

- B. Any work not specified in the Agreement that may be fairly implied as included in the Agreement will be done by the Successful Bidder without extra charge. The Director will be the sole judge of whether the work requested is fairly implied as included in the Agreement.
1. The Successful Bidder will do all Extras that may be requested or ordered in writing by the Director. No claim for Extras will be allowed unless such Extras have been ordered in advance by written request of the Director.
 2. The Successful Bidder will furnish the Director with itemized bills for all items included under this heading, and such bills may be verified or audited by the City.
 3. All bills for Extras done in any month, will be submitted to the Director, in writing, before the 15th day of the following month, and the amounts therein must be in accordance with the daily time, material, and equipment statements approved by the Director.
 4. As proof of costs, the Successful Bidder must submit copies of itemized invoices received from the Successful Bidder’s approved subcontractor(s) which have been previously reviewed and approved by the Successful Bidder.
 5. Extras will be paid for based on of a fixed amount, rate, charge, or any combination thereof agreed upon and approved by the Successful Bidder and the Director in writing prior to such Extras being performed. **(See Appendix A, Section 11.E “Payments”)**

7. TERM

The Term of the Agreement will be for three (3) years beginning on the Commencement Date specified below and ending thirty-six (36) months thereafter unless terminated or

cancelled as provided for in **Appendix B, Section 3 “Cancellation”**. The Agreement is expressly subject to, and will not become effective or binding on the City until, fully executed by all signatories of the City. The commencement and expiration dates are as follows:

"Commencement Date": July 1, 2026 "Expiration Date": June 30, 2029

8. ADMINISTRATIVE PROCEDURES

- A. Before work under the Agreement commences, the Successful Bidder will designate, by written notice to the Airport Representative, an experienced, competent and knowledgeable, full-time employee of the Successful Bidder as the Successful Bidder's **"Project Coordinator."** The Project Coordinator will be fully authorized to act for the Successful Bidder in all matters covered by the Agreement. The Successful Bidder will also furnish all supervisory personnel with copies of these specifications and will make certain that all such personnel understand the Provisions thereof.
- B. When necessary, or as requested by the Airport Representative, the Successful Bidder will make periodic reports and recommendations to the Airport Representative concerning conditions, transactions, situations or circumstances encountered by the Successful Bidder relating to the services to be performed under the Agreement.
- C. The Successful Bidder's performance hereunder must meet the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services contemplated by the Agreement. All work will be executed in the most workmanlike, safe and substantial manner and everything will be furnished by Successful Bidder that is necessary to complete and perfect the aforesaid work according to the design and intention, whether particularly specified or not which may be inferred from the Agreement and its specifications. Work which should properly be performed by skilled laborers, will not be attempted by common laborers.

- D. The Successful Bidder will ensure that all equipment and temporary offices and trailers used on the job are conspicuously marked with both the name and telephone number of the Successful Bidder (if applicable).
- E. The Successful Bidder must clean up the work site each day. This clean-up must include placing material, tools, and equipment in a neat, safe, and orderly arrangement. Equipment must never block access to existing facilities. Rubbish, debris, rubble, and garbage must be properly removed daily and disposed of by the Successful Bidder in accordance with all applicable local, state, and federal laws and regulations. The City and its officers, agents, representatives, or employees are not responsible or liable for, in any way whatsoever, for any hazardous condition created by, arising out of, or incidental to the Lindbergh Tunnel Cleaning Services performed by the Successful Bidder or its officers, employees, contractors, representatives, or agents under the Agreement. **(See Appendix B, Section 1 “Insurance” and Section 2 “Indemnification.”)**
- F. The Successful Bidder will furnish, and have on the job at all times, ample equipment to properly and safely carry out the work contemplated herein including such tool or equipment as may be necessary to meet emergency requirements.
- G. The Successful Bidder will give personal attention to the performance of the Agreement and will, upon request, furnish to the Airport Representative a list of all employees (including subcontractor’s employees) performing services under the Agreement. **(See also Appendix B, Section 4 “Subcontracting and Assignment”).** The Successful Bidder will maintain and update this list throughout the Term of the Agreement.
- H. The Successful Bidder will be present at the work site continuously during working hours throughout the progress of the work, either in person, or through his Project Coordinator or supervisory personnel to receive directions or furnish information. Any instructions or directions given to the Project Coordinator or supervisory personnel of the Successful Bidder will be considered the same as given to the Successful Bidder in person.
- I. Successful Bidder, at its cost, will secure all applicable permits and licenses and approvals required or necessary to fulfill the Provisions of the Agreement.

- J. If requested by the Airport Representative, the Successful Bidder will attend a pre-performance conference prior to commencement of any work under the Agreement. Said conference will be after the date of Agreement execution, and prior to start of the work.
- K. The work to be performed under the Agreement may be on an active Airport. Therefore, prior to the start of any work under the Agreement, the Successful Bidder will, if requested, provide the Airport Representative with a work schedule which will indicate a proposed sequence and time schedule of the work to be accomplished for the Airport Representative's prior written approval. **(See Appendix A, Section 5, "Scope of Work.")**
- L. In case of an emergency, the Airport Director, Deputy Director of Operations and Maintenance, or the Airport Representative, will have authority to order the Successful Bidder to immediately terminate work and clear the area of personnel and equipment. The Successful Bidder will immediately comply to such an order with all possible speed.
- M. The Airport Representative will determine the amount, classifications, acceptability, and fitness of all work to be done, and will decide all questions which may arise relative to the proper performance of the Agreement, and their decisions will be final, except as provided for in **Appendix A, Section 14 "Right of Review"**.
- N. The City reserves the right to solicit bids and award contracts to other contractors for any modifications or additions to the Lindbergh Tunnel Cleaning Services. The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the work contemplated herein. **(See Appendix A, Sections 11.F "Payments" and 23.G "General Provisions")**
- O. The Successful Bidder is not permitted to markup subcontractor invoices.
- P. The Successful Bidder and its subcontractors shall provide, at their sole cost, any and all Personal Protective Equipment (PPE), safety equipment or safety supplies needed to perform the services contemplated in this SFB.

9. **RULES AND REGULATIONS**

- A. The Successful Bidder will comply with all applicable rules and regulations including resolutions, plans, operating directives, Airport Certification Manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as amended, in performing the required work or services. The Successful Bidder will comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City as amended, and all federal, state, city, local and other governmental authorities, now or hereafter applicable, in performing the required work and service.
- B. The Successful Bidder will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1542 as amended. Any and all violations by the Successful Bidder or its officers, employees, subcontractors, independent contractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Successful Bidder, or its officers, employees, agents, or representatives, will be the responsibility of the Successful Bidder. City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City.
- C. The Successful Bidder will be responsible for the work of all subcontractors and agents, and all work must be kept under the Successful Bidder's control. A complete list of all such subcontractors will be submitted to the Airport Representative for his/her prior written approval. **(See Appendix B, Section 4 "Subcontracting and Assignment" and Attachment 3)**
- D. The Successful Bidder will not be entitled to any claim for damages or losses whatsoever against the City or its officers, employees, agents, representatives, due to hindrance or delay from any cause whatever in the progress of the work or any portion thereof including without limitation, loss of profits, and actual, consequential, special, or incidental damages.

10. **REPAIR OF DAMAGE**

- A. The Successful Bidder will promptly report to the Airport Representative or designee any property of the City or third parties damaged by Successful Bidder's or subcontractor's operations or employees. The Successful Bidder will not make repairs or replacements to City property without prior written approval of the Airport Representative.
- B. In all instances where any property and/or equipment is damaged by Successful Bidder or subcontractor employees, a full report, including pictures of the incident and extent of such damage, shall be submitted in writing to the Airport Representative within 24-hours of the occurrence.

The Successful Bidder is responsible for the repair of all damages resulting from its activities while working onsite. If the Successful Bidder is not able to or otherwise fails to make such required repairs, the Airport will have the right to accomplish these repairs and deduct the costs from the Successful Bidders next scheduled payment.

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

11. **PAYMENTS**

- A. The Successful Bidder shall submit to the Airport Representative for payment by the City, a **monthly itemized invoice and supporting documentation** for work or services performed under the Agreement at the rates, changes and amounts outlined in the attached Appendix C. The monthly itemized invoice and supporting documentation shall be in a form acceptable to the Airport Representative.
- B. Invoices will be submitted to the Airport Accounting Department at:

AirportAccountsPayable@flystl.com (preferred)

With an email copy to the Airport Representative (required)

Or

St. Louis Lambert International Airport
Accounts Payable
P. O. Box 10212
St. Louis, MO 63145
Contact Phone Number: (314) 426-1303

- C. The invoice must include:
 - 1. Contract number;
 - 2. Ordinance number;
 - 3. Purchase Order (PO) number (new PO number issued every Fiscal Year);
 - 4. Date service was performed
 - 5. Services or Action(s) Performed;
 - 6. Invoice Amount.
- D. The Successful Bidder shall also provide such other documentation or proof of payment reasonably required by the Airport Representative.
- E. For Extras authorized in writing by the Director, the Successful Bidder will invoice the City the actual labor, parts, and materials required to complete the modifications or additions authorized in writing by the Director as set out in Appendix A, Section 6.
- F. Payment for performance will be the monthly invoice unless otherwise agreed to in writing by the City, as outlined in Appendix C, except as provided for below. Payments for Extra Work ordered by the Director in writing will be at the rates or amounts as provided for in Appendix A, Section 6. All payments by the City are contingent upon the appropriations of sufficient funds by the City annually.
- G. Successful Bidder will only be paid for work performed within the scope of work contemplated herein. **If work is not performed in a specific area(s) or a task(s) is not performed, as outlined in Section 5 “Scope of Work” and/or Appendix C, Successful Bidder will not be paid for that work, task and/or location.**

- H. Acceptance by Successful Bidder of the final payment will constitute payment in full for all work done.
- I. The Agreement will not create a debt, liability, or obligation of any kind whatsoever on the City for the City to order or request any particular amount of work or services. **(See also Appendix A, Sections 8.N “Administrative Procedures” and 23.G “General Provisions”)**
- J. The Successful Bidder will submit invoices for the services and work performed pursuant to the Agreement in a timely manner and as provided for in the Agreement. The City will not be required or obligated to pay any invoice submitted to the City by the Successful Bidder more than six (6) months after the expiration or earlier termination of the Agreement or be responsible for any costs or expenses incurred by the Successful Bidder for services or work performed pursuant to the Agreement for which invoices have not been submitted to the City for payment within six (6) months of the expiration or earlier termination of the Agreement.
- K. Payment under the Agreement is subject to a total Contract Not-To Exceed Amount, and any increase in the Contract Not-To-Exceed Amount of the Agreement requires the consent of the Director and a formal amendment to the Agreement.

12. REPLACEMENT OF PERSONNEL

Successful Bidder will promptly replace the manager or any employee working under the Agreement should the Airport Director believe and recommend that such manager or employee should be replaced. The Airport Director’s decision will be final and binding.

13. PROHIBITED ACTS

- A. Successful Bidder will not do or permit to be done any act which:

1. Will invalidate or be in conflict with any insurance policies covering the Airport or the City, or any part thereof, or upon the contents of any building thereon;
 2. Will increase rates of any insurance, extended coverage or rental insurance on the Airport or the City, or any part thereof, or upon the contents of any building thereon;
 3. In the opinion of the Airport Representative, will constitute a hazardous condition, so as to increase risks normally attendant upon the operations enumerated in the Agreement;
 4. Will constitute a nuisance in or on the Airport or which may result in creation, commission, or maintenance of a nuisance in or on the Airport; or;
 5. May interfere with the effectiveness or accessibility of the drainage of any sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses if any, installed or located in or on the Airport.
- B. If by reason of the Successful Bidder's failure to comply with the Provisions of this Section 13, any fire insurance, extended coverage or rental insurance rate on the Airport, or any part thereof, or upon the contents of any building thereon will be at any time higher than it otherwise would be, then the Successful Bidder will on demand, pay the City the increase in the cost of insurance premiums paid or payable by the Airport which was charged because of such violation by the Successful Bidder. For the purpose of this section, "Airport" includes all structures or improvements located thereon.

14. RIGHT OF REVIEW

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

by the Airport Representative. (See Appendix A, Section 8.M “Administrative Procedures”).

15. GOVERNING LAW AND FORUM SELECTION

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

16. WAIVERS OF LIEN

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

17. PRECAUTIONARY MEASURES

- A. Successful Bidder will exercise every precaution to prevent injury to persons, damage to property, and inconvenience to the City’s travelers, licensees, invitees, airlines operating at the Airport, and other users of the Airport. Successful Bidder will place watchmen, erect barricades and railings, give warnings, display lights, signals, or signs, exercise precautions against fire or electrocution, and take other precautions as may be necessary, proper, and desirable. (See Appendix B, Section 1 “Insurance”).

- B. In coordination with the Airport Representative, Successful Bidder shall comply with Social Distancing guidelines in effect at such time, which are recommended by the CDC, and/or required by the state and/or local health departments or governmental entities.
- C. Successful Bidder shall be responsible for developing and implementing plans and procedures to prevent and mitigate the spread of COVID-19 or any other infectious disease within their work area to the maximum extent practical, with approval from the Airport Representative.

18. STORAGE AND STAGING AREA

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

19. BADGING

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

- F. Upon expiration or termination of Agreement or termination of employment of any Successful Bidder or subcontractor employees working under the Agreement, all Airport-issued keys and Airport-issued ID Badges shall be immediately surrendered to the Airport Representative or Airport Security Operations.
- G. Successful Bidder must make every effort to return or cause to be returned the Airport-issued ID Badges of separated or terminated employees, including subcontractor employees.
- H. In the event of the Successful Bidder's or subcontractor's badge loss, as a result of excessive lost or non-returned badges, the Successful Bidder will be responsible for all costs associated with re-badging including, but not limited to, purchasing replacement badge stock.
- I. For keys that are not returned or are deemed lost, Successful Bidder shall be charged \$500.00 per key plus the cost of re-keying all doors accessible with the lost/non-returned key.
- J. Successful Bidder's or subcontractor's employees assigned to work in or who need access to the U.S. Customs and Border Protection area must have a "Customs Seal" affixed to their Airport ID Badge. As part of the badging process, the Successful Bidder will be responsible for ensuring all employees requiring this access submit the appropriate Customs and Border Protection paperwork.
- K. The Successful Bidder will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1542 as amended. Any and all violations by the Successful Bidder or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Successful Bidder, or its officers, employees, agents, or representatives, will be the responsibility of the Successful Bidder. The City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City. **(See Appendix A, Section 9.B "Rules and Regulations")**
- L. All employees that are granted and accept Airport Identification Badges at the Airport are subject to search of their persons and property when entering, when exiting, or while in the Air Operations Area (AOA), to include cargo bays and

aircraft hangars, other Security Identification Display Areas (SIDAs), and sterile areas including concourses. Employee screening may be conducted by the Transportation Security Administration (TSA), the Airport Police Department, or contract security. Compliance with employee inspections is mandatory. Failure to comply may result in suspension or revocation of the employee's Airport-issued ID badge.

- M. All employees that are granted and accept Airport Identification Badges at the Airport are subject to search of their persons and property when entering, when exiting, or while in the Air Operations Area (AOA), to include cargo bays and aircraft hangars, other Security Identification Display Areas (SIDAs), and sterile areas including concourses. Employees are required to use stadium-approved clear backpacks or clear tote bags to carry personal belongings when in the aforementioned regulated areas. Employee screening may be conducted by the Transportation Security Administration (TSA), the Airport Police Department, or contract security. Compliance with employee inspections is mandatory. Failure to comply may result in suspension or revocation of the employee's Airport-issued ID badge.
- N. During the hours the TSA Screening Checkpoint is open, all employees are required to enter through the TSA Screening Checkpoint. No other access is authorized.

20. UNIFORMS

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

21. PERFORMANCE BOND AND PAYMENT BOND

- A. Prior to the execution of the Agreement, the Successful Bidder will immediately execute a Performance Bond and a Payment Bond (two separate bonds) each in the amount of Seventy-Five Thousand Dollars (\$75,000.00) with surety satisfactory to the City, conditioned on the full and faithful performance of all Provisions of the

Agreement to be executed. Affirmation by the Surety Company to execute the Performance Bonds and the Payment Bonds must be executed by Attorney-In-Fact for the surety company before a licensed Notary Public. The Payment Bonds must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of one year renewable bonds to meet the requirements of this Section 21. The Successful Bidder will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds or Payment Bonds and if the Successful Bidder's Performance Bonds or Payment Bonds are terminated, cancelled, not renewed or extended, the Successful Bidder shall promptly provide the City with a replacement bond(s) in full compliance with this Section 21. Any sum or sums derived from said Performance Bonds or Payment Bonds will be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.

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

22. MISSOURI UNAUTHORIZED ALIENS LAW

- A. Requirements: Bidders are advised that the Agreement executed with the Successful Bidder pursuant to this SFB, is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri, 2016 (the "**Missouri Unauthorized Aliens Law**"). As a condition for the award of the Agreement, the Bidder, will, **by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Agreement. The successful Bidder will also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as

Exhibit B entitled "**Affidavit.**" (See **Bidder's Checklist**) Each Bidder must submit the attached "Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration" with its Bid. (See **attached Exhibit A, incorporated herein and Bidder's Checklist**) Failure to submit this declaration with your Bid will result in rejection of the Bid. A Successful Bidder's failure to comply with the Provisions of the Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of the Agreement by the City and other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties for violation of the Missouri Unauthorized Aliens Law as set forth therein. The Successful Bidder will deliver a fully executed original of the Affidavit (see **Exhibit B**) including required documentation in accordance with the Missouri Unauthorized Aliens Law, within twenty (20) days after notice to the Successful Bidder of the award and prior to performing any work under the Agreement.

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

23. GENERAL PROVISIONS

- A. The Bidder will be an independent contractor and nothing herein shall be interpreted or construed to mean that the Bidder or any of its employees or agents are an employee or agent of the City.
- B. The Successful Bidder will coordinate the services performed under the Agreement with the Airport Representative.
- C. The Agreement will be the entire agreement and no amendment or modification will be made unless in writing and signed by the parties hereto.
- D. The Agreement and its Provisions will be binding upon the parties and their successors and permitted assigns.
- E. Any waiver of a Provision of the Agreement must be in writing and signed by the party waiving. A party's waiver of any Provision does not waive the default or

breach of any non-waived Provisions of the Agreement, nor does it operate as a waiver of any other Provision.

- F. The Successful Bidder will keep and maintain such records and reports necessary for the City to determine compliance with the Agreement. Records must be maintained by the Successful Bidder for at least three (3) years after the expiration or early termination of the Agreement. The City reserves the right to investigate, audit, and review, upon written request, such records and documents, to determine compliance with the Agreement.
- G. No alderman, commissioner, director, board member, officer, employee or other agent of the City will be personally liable under or in connection with the Agreement.
- H. Successful Bidder will not be in violation of the Agreement if it is prevented from performing any of the obligations by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of a superior governmental authority, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control. **(See this Section 23.K below)**
- I. If any Provision under the Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision will in no way affect any other Provision, herein contained, provided the invalidity of such Provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid Provisions of the Agreement.
- J. Successful Bidder must acknowledge that time will be of the essence in the performance of each and every obligation and understanding of the Agreement.
- K. Successful Bidder shall acknowledge that where the authorization, consent, approval, waiver, certification, determination, or any other action (“**Approval**”) of other party is required under the terms of the Agreement, such Approval must be in writing and signed by the party approving. Whenever the Approval of the City or the Director is required, the Approval must be from the Director or his/her authorized or designated representative. In taking such actions, the Director shall act reasonably, and take into consideration the best interest of the City, the

Airport, and travel public. The City and Successful Bidder agree that extensions of time for performance may be made by the written mutual consent of the Director, on behalf of the City, and Successful Bidder or its designee. Whenever the Approval of the City, or the Director, or Successful Bidder is required herein, no such Approval shall be unreasonably requested, conditioned, or withheld.

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

24. PREVAILING WAGE AND FRINGE BENEFITS

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

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

25. **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 Successful Bidder under the Agreement ("**Airport Project**"), the Successful Bidder will refer the Media Entity to the Airport's Public Relations Manager. This includes, without limitation, trade publications.
- B. Any printed articles, press releases, web articles, social media communications or case studies about an Airport Project must be approved in writing by the Airport's Public Relations Manager prior to being made public by the Successful Bidder. Successful Bidder will have no right to use the trademarks, symbols, logos, trade names or the name of the City or the Airport, either directly or indirectly, in connection with any production, promotional service, publication or advertising without the prior written consent of the Airport's Public Relations Manager.
- C. Successful Bidder will treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time shall divulge such information without the prior written consent of the Director, unless otherwise required by a court order or subpoena. Successful Bidder will timely inform the City of any such order or subpoena prior to releasing said confidential information.
- D. Advertisements discussing an Airport Project must be approved by the Airport's Public Relations Manager in writing prior to publication or must include a

prominent disclaimer that neither the City nor the Airport necessarily endorses the Successful Bidder'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 Successful Bidder of Airport Projects must be pre-approved in writing by the Airport's Public Relations Manager. 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.

26. CUSTOMER SERVICE

Customer service to the traveling public is a primary concern for the City and that customer service is the shared responsibility of all employees and service providers at the Airport, no matter their role or function. All of Successful Bidder's employees performing service at the Airport pursuant to the Agreement will:

- A. Demonstrate excellent customer service at all times when in contact with users of the Airport.
- B. Act in a courteous and helpful manner at all times with travelers, fellow employees, and all other users of the Airport, including but not limited to, appropriate greetings and assistance to travelers, if and when applicable.
- C. Help ensure that travelers have a positive Airport experience and at all times, behave in a businesslike and professional manner while on Airport property.
- D. Refrain from using foul or inappropriate language in public areas; smile and use a pleasant tone of voice when conversing with travelers and all other Airport users;

be actively working while on duty and refrain from gathering and "chatting" in groups while on duty, unless necessary; refrain from the use of non-business cell phones while on duty; refrain from napping or sleeping in public areas.

- E. Not utilize public seating, boarding areas, gate areas or lounge areas within the terminals and concourses. The above areas are intended for use by the traveling public and not as rest or lounge facilities for Successful Bidder's employees.

27. INSPECTIONS

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

28. FAILURE TO PERFORM

- A. If the Airport Representative determines at their sole discretion that the quality or quantity of any work required to be performed under the Agreement is unacceptable or that the Successful Bidder has failed or refused to perform the work, the City may take reasonable and necessary actions to perform the work or remedy the Successful Bidder's failed or under performance(s). Any violation or breach of the terms of the Agreement on the part of the Successful Bidder or its subcontractors may result in the suspension or termination of the Agreement or such other action that may be necessary to enforce the rights of the parties of the Agreement. **(See Appendix A, Sections 8.C and 8.M "Administrative Procedures".)**
- B. The City will provide Successful Bidder written notice that describes the nature of the breach and corrective actions the Successful Bidder must undertake in order to avoid termination of the Agreement. City reserves the right to withhold payments to Successful Bidder or until such time the Successful Bidder corrects the breach or

the City elects to terminate the contract. The City's notice will identify a specific date by which the Successful Bidder must correct the breach. The City may proceed with termination of the Agreement if the Successful Bidder fails to correct the breach by the deadline indicated in the City's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C. The work, if necessary, and any other actions taken by the City pursuant to this subsection may be performed only after first providing at least three (3) working days' notice to Successful Bidder of such failure to comply.

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

D. During the three (3) days' notice the Successful Bidder may demonstrate to the City why no such alleged failure is present or to timely remedy such alleged failure. However, the City's right to perform such work will not arise, if such failure cannot be reasonably cured within three (3) working days and the Successful Bidder promptly and with due diligence takes prompt and appropriate corrective action and diligently pursues until the failure is corrected to the City's reasonable satisfaction. (See also Appendix B, Section 3 "Cancellation")

E. If any fault by the Successful Bidder, sub-contractors and/or their employees results in an Administrative Action, Enforcement Action, Notice of Violation or any other action issued by a state or federal agency, the Successful Bidder shall be liable for liquidated damages in the amount of \$4,000.00, to be deducted from the next month's invoice. Such liquidated damages will apply regardless of whether the action/notice is issued to the Successful Bidder or the Airport.

- F. If any fault by the Successful Bidder, sub-contractors and/or their employees results in any penalty issued by a state or federal agency, regardless of whether the penalty is financial or administrative in nature, the Successful Bidder shall be responsible for the prompt payment of the fine or other resolution as the penalty may require. Additionally, the Successful Bidder shall be liable for liquidated damages in the amount of \$6,000.00, to be deducted from the next month's invoice. Such liquidated damages will apply regardless of whether the penalty is issued to the Successful Bidder or the Airport.

29. **PRE-BID MEETING**

A pre-bid meeting will be held via Zoom on December 2, 2025 at 3:00 p.m., local time. Participation in the Pre-Bid Meeting Zoom is not mandatory, but is highly encouraged. If you have questions regarding the Zoom meeting or wish to participate, please email Ms. Cummings at dfcummings@flystl.com. The link for the Pre-Bid meeting is below:

[Join Zoom Meeting](#)

One tap mobile:

US: +16469313860,,84519543277#,,, *074657# or
+13017158592,,84519543277#,,, *074657#

Meeting URL:

<https://flystl.zoom.us/j/84519543277?pwd=bTssj8lJq7C1TSBRkK3hn4VIHztRRE.1>

Meeting ID: 845 1954 3277

Passcode: 074657

Join by Telephone

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Dial: +1 646 931 3860 US

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

30. **BID SUBMITTAL**

Written or Electronic Bids will be received up until the hour of **2:00 P.M. Local Time, December 22, 2025**. All Bids may be submitted in one of the following ways:

A. Written bids must be addressed and delivered to:

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

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

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

Delia Cummings dfcummings@flystl.com

With copies also sent via email to:

Gin Nelson gmnelson@flystl.com

Robert Salarano RCSalarano@flystl.com

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

Bids submitted electronically must be submitted in one PDF document, titled “**Bid For Lindbergh Tunnel Cleaning Services**,” followed by the name of the Bidder. This information must also appear in the subject line of the email. Please allow ample time for the email to be transmitted. **The submittal time of record will be the time the email**

reaches Ms. 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: Please send the document in the PDF format requested. Do not include links to any documents required by SFB, for example, financial statements, company biographies, references, etc.

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

APPENDIX "B"

GENERAL SPECIFICATIONS
(LINDBERGH TUNNEL CLEANING SERVICES)

1. INSURANCE

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

also mail or fax a copy of the Certificate of Insurance and all required endorsements to:

Airport Security Operations Division
St. Louis Lambert International Airport
10701 Lambert International Boulevard
PO Box 10212
St. Louis, Missouri 63145
Phone: 314-426-8095 or 314-890-1839
Fax: 314-890-1325
Email: SECOPS@flystl.com

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

purpose, and that employees of the Indemnified Parties are not employees of the Successful Bidder.

2. **INDEMNIFICATION:**

- A. The Successful Bidder 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 Successful Bidder'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 the Successful Bidder reasonable notice of any such claims or actions. The Contractor will also use counsel reasonably acceptable to the City Counselor of the City or their designee, after consultation with the Director or their designee, in carrying out its obligations hereunder. The provisions of this section survive the expiration or early termination of the Agreement.
- B. The Successful Bidder 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 Successful Bidder, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors, or any defective materials or equipment used or supplied by Successful Bidder.
- C. The Successful Bidder 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 Successful Bidder or its officers, employees, representative, or agent in the execution of the Agreement.

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

3. **CANCELLATION**

- A. The City retains the right to cancel the Agreement immediately upon written notice to Bidder if:
 - 1. Successful Bidder fails to properly keep any Provision of the Agreement; or,
 - 2. The quality of service falls below the specified standards as determined by the City; or,
 - 3. Successful Bidder fails or refuses to render the amount of service required.
- B. Successful Bidder has the right to cancel the Agreement if:
 - 1. The City fails to keep, perform, or observe any material Provision of the Agreement for a period of ninety (90) days after written notice by Successful Bidder specifying the material breach by the City;
 - a. Failure to keep, perform, or observe any material Provision of the Agreement will not give rise to Successful Bidder's right to terminate the Agreement if the material breach can be cured but cannot, with due diligence, be cured within ninety (90) days', if the City institutes corrective action within ninety (90) days' and diligently pursued until the material breach is corrected.

- C. Successful Bidder retains the right to cancel the Agreement without cause upon one hundred twenty (120) days written notice to the City. There will be no liability to Successful Bidder and such a cancellation will be a no-fault cancellation.
- D. The City retains the right to cancel the Agreement without cause upon thirty (30) days' written notice to Successful Bidder. There will be no liability to the City and such a cancellation will be a no-fault cancellation.
- E. Notwithstanding anything to the contrary herein, it is expressly understood by the parties that the Agreement will terminate immediately upon the failure of budgetary appropriations with no resulting liability to the City.
- F. Upon cancellation, termination, or the expiration of the Agreement, or if requested in writing by the Airport Representative, all tools, parts, equipment, supplies, materials, maps, plans and specifications, manuals, schedules, records, files, logs, work product, or property paid for, supplied or owned by the City will be returned to the City by Successful Bidder within one (1) business day.

4. **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. Bidder shall submit, as part of its Bid, all subcontractors it proposes to utilize under the Agreement, if awarded, as well as the proposed scope of work each subcontractor will perform and the expected amount of each subcontractor's participation. **(See Attachment 3)**
- C. The Bidder shall take reasonable steps to ensure that all business enterprises, including Minority-owned Business Enterprises (MBEs) and Women-owned

Businesses Enterprises (WBEs), have equal opportunity to participate in contracts and subcontracts financed by the City of St. Louis provided under the Agreement. The Bidder will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts or in the performance under this or any other contract financed by the City of St. Louis.

- D. The Bidder may utilize the City of St. Louis Minority and Women Business Enterprise on-line directory, located at St. Louis Development Corporation's (SLDC) [CertifySTL Business Certification System](#) to verify that proposed Minority and Women Business Enterprises (MBEs and/or WBEs) contractors are currently certified. Bidders can search by business names, business description, commodity code, contact person/owner's name, location, or ethnicity.
- E. Successful Bidder will not subcontract or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director and such approval may be withheld by the City without cause or justification. At least sixty (60) days prior to any contemplated subcontracting of service or work, or the transfer of any part of the services or work to be performed hereunder, Successful Bidder 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 4)**. 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 Successful Bidder is responsible for the performance of its subcontractors or agents under the Agreement. No subcontract or any other agreement will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement as provided for above.
- F. Successful Bidder 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, Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 of services without the consent of the City, as provided for above, will constitute default on the part of the Successful Bidder 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 Successful Bidder as described above.
- I. If applicable, when mobilization payments are approved as a contract line item for the prime Successful Bidder, the subcontractor shall be paid a reasonable amount not to exceed five percent (5%) of their contract by the prime Successful Bidder 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 Successful Bidder shall submit a request to the City for mobilization payments which includes all subcontractors request for mobilization through the approved billing process as outlined in contract documents.

5. NON-DISCRIMINATION IN EMPLOYMENT

- A. Successful Bidder will not permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, disability, national ancestry or origin during performance of the Agreement.
- B. All printed or circulated solicitations, or other advertisements or publications for employees placed by or on behalf of the Successful Bidder, shall 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. Successful Bidder will permit reasonable access by the City to such persons, reports and records as are necessary to ascertain compliance with fair employment practices.
- D. If the Successful Bidder fails to comply with the nondiscrimination clauses of the Agreement, or fails to furnish information or permit records and accounts to be inspected, within twenty (20) days from the date requested, the Airport may cancel, terminate, or suspend the Agreement, in whole or part. Further, the Airport may declare the Successful Bidder ineligible for further City contracts for a period of one year, at the City's option. If the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Successful Bidder will have no claim for any damages against the City.
- E. Successful Bidder will incorporate the above Sections 5.A through 5.E in all contracts or agreements entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with the Agreement.
- F. If the Successful Bidder is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with Sections 5.A through 5.E, such Successful Bidder will notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

6. **RIGHT TO AUDIT CLAUSE**

- A. The Successful Bidder's "**records**" must be open to inspection and subject to audit and reproduction during normal working hours and kept within the greater St. Louis metropolitan area. A City representative may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of the Agreement, and for a period of three years after the early termination or the expiration of the Agreement or

longer if required by law. Successful Bidder may maintain such records at its corporate office but must make true, accurate, and complete and auditable records available at the Airport upon 15 days' notice.

- B. The Successful Bidder's **"records"** as referred to in the Agreement include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, communities, arrangements, notes, daily diaries superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Agreement. Such records subject to audit also include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Agreement. Such records include (hard copy, as well as computer readable data if reasonably available), written policies and procedures; time sheets; payroll registers; cancelled checks; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Successful Bidder records which may have a bearing on matters of interest to the City in connection with the Successful Bidder's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation of:
1. Successful Bidder's compliance with the Provisions of the Agreement or the performance of the services contemplated herein; or
 2. Compliance with provisions for pricing, change orders, invoices or claims submitted by the Successful Bidder or any of its payees or subcontractors, if any.

7. CIVIL RIGHTS GENERAL PROVISIONS

- A. In all its activities within the scope of its airport program, the Successful Bidder shall comply with pertinent statutes, Executive Orders, and such rules as

identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- B. The above provision binds the Successful Bidder and subcontractors from the proposal solicitation period through the completion of the contract.

8. **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 Bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit proposals in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation), age, or disability in consideration for an award.
- B. During the performance of the Agreement, the Successful Bidder, for itself, its assignees, and successors in interest must agree as follows:
 - 1. **Compliance with Regulations:** The Successful Bidder (hereinafter includes Consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as amended, which are herein incorporated by reference and made a part of the Agreement.
 - 2. **Non-discrimination:** The Successful Bidder, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Successful Bidder will not participate directly or

indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Successful Bidder for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Successful Bidder of the Successful Bidder's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Successful Bidder will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto. The Successful Bidder will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Successful Bidder is in the exclusive possession of another who fails or refuses to furnish the information, the Successful Bidder will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** If a Successful Bidder fails to comply with this Section, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Successful Bidder under the Agreement until the Successful Bidder complies; and
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** The Successful Bidder will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Successful Bidder will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Successful Bidder becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Successful Bidder may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Successful Bidder may request the United States to enter into the litigation to protect the interests of the United States.
- C. During the performance of the Agreement, the Successful Bidder, for itself, its assignees, and successors in interest (hereinafter referred to as the “Successful Bidder”) shall comply with the following non-discrimination statutes and authorities; including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

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

reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); or

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

9. FEDERAL FAIR LABOR STANDARDS ACT PROVISION

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

10. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

11. SEISMIC SAFETY

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

12. DISTRACTED DRIVING

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

13. CLEAN AIR AND WATER POLLUTION CONTROL

Successful Bidder shall 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 Successful Bidder shall report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency and the Federal Aviation Administration. Successful Bidder must include this provisional requirement in all subcontracts that exceed \$150,000.

14. LIVING WAGE

Living Wage Requirements: Bidders are hereby advised that the City’s Living Wage Ordinance 65597 and 71948 (“**Ordinance**”) and associated “**Regulations**” apply to the service for which Bids are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract

executed between the Successful Bidder and the City must be paid a minimum of the applicable Living Wage rates set forth in the attached Living Wage Bulletin (**see Exhibit D, attached and incorporated herein**), and, if the rates are adjusted during the term of the Agreement pursuant to the Ordinance, applicable rates after such adjustment is made. Each Bidder must submit the “Living Wage Acknowledgment and Acceptance Declaration” with its Bid which is attached hereto as **Exhibit C** and incorporated herein. (**See Bidder’s Checklist**). Failure to submit this declaration with the Bid will result in rejection of the Bid. A successful Bidder’s failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the Agreement and the imposition of additional penalties as set forth in the Ordinance and Regulations.

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

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

15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT REQUIREMENT

- A. Bidders are advised that the Agreement executed with the Successful Bidder pursuant to this SFB is subject to Section 34.600 of the Revised Statutes of Missouri 2000, as amended (the “**Anti-Discrimination Against Israel Act**”). As a condition for the award of the Agreement the successful Bidder will, **by sworn affidavit**, affirm it is not currently engaged in and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business with the State of Israel.
- B. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit F** “Affidavit”. (**See Bidder’s Checklist**) Each Bidder must submit the attached “Anti-Discrimination Against Israel Act Acknowledgment & Acceptance Declaration” with its Bid (**see attached Exhibit**

E, incorporated herein, and Bidder's Checklist) Failure to submit this declaration with your Bid will result in rejection of the Bid. A successful Bidder's failure to comply with the Provisions of the Agreement related to the Anti-Discrimination Against Israel Act may result in the termination of the Agreement by the City and other remedies available to the City at law or in equity. Bidder will deliver a fully executed original of the Affidavit (**see Exhibit F**), within twenty (20) days after notice to the successful Bidder of the award and prior to performing any work under the Agreement unless the Anti-Discrimination Against Israel Act does not apply to the award of the Agreement. The 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 Bidders with fewer than ten (10) employees.

CITY OF ST. LOUIS
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

APPENDIX "C"

BID FOR LINDBERGH TUNNEL CLEANING SERVICES

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

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

Signature

Address

Title

Email Address

Bidder

Telephone Number

Federal I.D. #

Email Address

CITY OF ST. LOUIS
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
APPENDIX "C"
BID FOR LINDBERGH TUNNEL CLEANING SERVICES

Contract Year 1 (CY1)
July 1, 2026 – June 30, 2027

Annual Tunnel Cleaning Services \$ _____

Contract Year 2 (CY2)
July 1, 2027 – June 30, 2028

Annual Tunnel Cleaning Services \$ _____

Contract Year 3 (CY3)
July 1, 2028 – June 30, 2029

Annual Tunnel Cleaning Services \$ _____

Total for Tunnel Cleaning Services (CY1 + CY2 + CY3) \$ _____

Note:

*All costs are to be shown in dollars and cents using 2 decimals places only.

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

BIDDER'S CHECKLIST

(Required Submittals)

Please review the enclosed Bidder's checklist VERY carefully. ALL Bidders MUST SUBMIT **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.

Signed Original Bid Form

(See Appendix C)

Proposal To Bond Form

(See Appendix A, Section 21 and Attachment 1)

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

(See Appendix B, Section 4 and Attachment 3)

Completed Authorized Submission Form

(See Attachment 2)

Completed W-9

(See Appendix A, Section 3.D)

List of References

(See Appendix A, Section 3.E)

Financial Statements

(See Appendix A, Section 3.B)

Synopsis of Bidder's Experience On Similar Projects

(See Appendix A, Section 3.A)

State of Missouri Certificate of Good Standing

(See Appendix A, Section 3.C)

Missouri Unauthorized Aliens Law Acknowledgement Form

(See Appendix A, Section 22 and Exhibit A)

Missouri Unauthorized Aliens Law Affidavit

(See Appendix A, Section 22 and Exhibit B)

Synopsis of any Termination or Debarments

(See Appendix A, Section 3.F)

Termination & Debarment Proceedings

(See Appendix A, Section 3.F)

Living Wage Acknowledgement & Acceptance Form

(See Appendix B, Section 14 and Exhibit C)

Anti-Discrimination Against Israel Act Acknowledgment & Acceptance Declaration

(See Appendix B, Section 15 and Exhibit E)

Anti-Discrimination Against Israel Act Affidavit

(See Appendix B, Section 15 and Exhibit F)

Attachment 1

PROPOSAL TO BOND FORM

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

licensed in Missouri, as Surety, does hereby state that he/she understands the obligation of the Bidder under the bid(s) presented above and further understands and agrees to perform as surety for the Bidder as required by APPENDIX "A" Technical Specifications, Section 21, PERFORMANCE BOND AND PAYMENT BOND, in the event that the bid(s) _____ of the Bidder, is accepted by the City of St. Louis, Missouri.

Signature _____

Title _____

Date _____

Attachment 2

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: _____



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

Project Name:

Total Contract Amount:

Name of Prime Contractor:

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

1. Name of subcontractor/supplier

being

Federal Tax ID #:

Contact Person Name & Phone Number:

Physical Address:

Certification Type:

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:

Prime Contractor Name (print)

Prime Contractor Representative's

Date

Exhibit A

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

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: _____

Bidder's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

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

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

Exhibit B

Missouri Unauthorized Aliens Law Affidavit

STATE OF _____)
) SS.

COUNTY OF _____)

AFFIDAVIT

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

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

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

I have the legal authority to make the following assertions:

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

Affiant

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

Notary Public

My Commission Expires:

Exhibit C

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ACKNOWLEDGEMENT & ACCEPTANCE DECLARATION

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Bidder's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

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

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

Exhibit D

ST. LOUIS LIVING WAGE ORDINANCE LIVING WAGE ADJUSTMENT BULLETIN

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

In accordance with Ordinance No. 65597 and Ordinance 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 & ACCEPTANCE DECLARATION**

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Bidder's (Company) Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

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

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Exhibit F

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT

(Effective 8-28-2021) (Contracts in excess of \$100,000.00/Companies 10 employees or more)

Before me, the undersigned Notary Public, personally appeared

_____ (Name)

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

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

I am the _____ (Position/Title)
of _____ (Company) of St. Louis.

I have the legal authority to make the following assertion:

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

Affiant

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

Notary Public

My Commission Expires:

Exhibit G

Lindbergh Tunnel Fact Sheet

PURPOSE

The Lindbergh Tunnel is designed to carry Lindbergh Boulevard traffic beneath St. Louis Lambert International Airport's third parallel runway, 11-29.

SPECIFICATIONS

- The Lindbergh Tunnel is 1,400 feet long.
- The Tunnel consists of two, 46-foot-wide cells; one for north-bound traffic and one for south-bound traffic. Each cell is designed to accommodate three lanes of traffic and shoulders in each direction but initially will be striped for two lanes of traffic in each direction.
- The Tunnel is 21 ½ feet high from pavement to ceiling.
- The Tunnel is designed to accommodate a 1.25-million-pound aircraft touching down directly on top of it (a typical 747 weighs about 800,000 pounds). The tunnel roof is a composite structure containing more than 600 precast concrete beams that are 2½ feet thick and a 2½-foot thick cast-in-place concrete composite. Total top slab thickness is 5 feet. The concrete walls are 3½-feet thick.
- In addition to the two cells, the Tunnel features a utility corridor and an ancillary building that houses mechanical, electrical, power and electronics systems and a Tunnel control room. Emergency-response officials can use the building to control Tunnel systems.

FEATURES

- Heat and carbon monoxide sensors monitor conditions inside each cell.
- Ten jet fans are installed in each cell. Heat and carbon monoxide sensors automatically trigger appropriate fans if they detect abnormal atmospheric conditions. Fans also can be remotely controlled by MoDOT and from the ancillary building. Heat sensors automatically send signals to the Airport's Alarm Center.
- Pull stations and emergency phones are located throughout the tunnel.
- Interior lights are brighter at the portals to help drivers' eyes adjust. Brightness automatically adjusts to ambient light conditions, e.g., the interior of the tunnel is darker at night than during the day.
- Transporting hazardous materials through tunnel is prohibited.