



ST. LOUIS LAMBERT INTERNATIONAL AIRPORT.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®

REQUEST FOR PROPOSALS FOR

AIRPORT BUSINESS SERVICES

RFP INFORMATION

Solicitation: Airport Business Services

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

Pre-Proposal Meeting: February 17, 2026 at 9:30 a.m., Local time – VIA ZOOM

RSVP to Delia Cummings at dfcummings@flystl.com

Questions Due: On or before February 18, 2026

Proposal Due Date: March 5, 2026 at 2:00 p.m., Local Time

STL Contact:

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



January 29, 2026

Prospective Proposers:

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

Your full and complete **proposal must be submitted by 2:00 p.m., Local Time on March 5, 2026**, at the St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Drive, Terminal 1, MTN 2501, St. Louis, Missouri 63145. Proposals, which may be submitted via electronic email or regular mail service, should be submitted in strict accordance with instruction given in Section 10.0 entitled “Due Date of Proposal” of the RFP. If the proposals are mailed via regular mail, ONE (1) copy of each proposal must be submitted in a sealed envelope addressed to Delia Cummings, Airport Properties at the address provided above, with the words **“RFP for Airport Business Services”** clearly written across the left-hand face of the envelope.

A Pre-Proposal Meeting will be conducted via Zoom on **February 17, 2026 at 9:30 a.m., Local Time**. Interested proposers are invited to participate on that day at that time by using the information detailed in Section 39.0 entitled “Pre-Proposal Meeting” of the RFP.

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

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

All inquiries regarding this RFP are to be made in writing to the undersigned at dfcummings@flystl.com on or before **February 18, 2026.**

Sincerely,

Delia Cummings

Delia Cummings
Contract Supervisor

Enclosure

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ATTACHMENTS

PROPOSER'S CHECKLIST 2 pages

ATTACHMENT 1 1 page
Authorized Submission Form

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

ATTACHMENT 3 1 page
Proposal To Bond Form

EXHIBITS

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

EXHIBIT B 1 page
Missouri Unauthorized Aliens Law Affidavit

EXHIBIT C 1 page
Living Wage Acknowledgment and Acceptance Declaration

EXHIBIT D 1 page
Living Wage Adjustment Bulletin

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

EXHIBIT F 1 page
Anti-Discrimination Against Israel Act Affidavit

THE CITY OF ST. LOUIS AIRPORT AUTHORITY

REQUEST FOR PROPOSALS WITH QUALIFICATIONS FOR

“AIRPORT BUSINESS SERVICES”

AT ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®

1.0 INTRODUCTION

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

2.0 DEFINITIONS

The following terms and definitions are used in this solicitation:

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

“Airport Development Project” or **“ADP”** shall mean the possible development and construction program consisting of a new, consolidated, double-loaded concourse that will replace the Airport’s current terminal complex.

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

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

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

“City” means the City of St. Louis, owner and operator of St. Louis Lambert International Airport.

“Commencement Date” means the date the term of the Agreement begins which is July 1, 2026 as provided for in Section 9.0.

“Consultant” or “Selected Proposer” means the Proposer selected by the Selection Committee.

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

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

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

“Expiration Date” means the date the term of the Agreement ends which is June 30, 2029 as provided for in Section 9.0.

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

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

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

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

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

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

“TSA” means the Transportation Security Administration.

3.0 OBJECTIVE

The City of St. Louis acting through St. Louis Lambert International Airport® is seeking proposals from responsive and qualified firms to provide the professional Airport Business Services as contemplated in this RFP as requested by the Airport Representative in writing, during the term of the Agreement.

4.0 SCOPE OF WORK

The Selected Proposer will be responsible for providing Airport Business Services as ordered and directed, in writing, by the Manager. In general, the Selected Proposer will assist in the Airport’s efforts in the following areas:

- A. Provide professional advisory services to the Airport on an “as needed” basis under the direction of the Manager. The advisory work contemplated will include but is not limited to advice in the areas of: finance and financial management, general management, leases, and concessions related work. The Selected Proposer will provide written financial analysis of projects and proposals as required, will assist the City with ratings agency and investor relations matters, and will participate in meetings, hearings, conference calls, and presentations as requested by the City.
- B. The Selected Proposer will advise on issues including but not limited to strategic planning, financial management, air cargo, airline tenants and other tenants (concessionaires, etc.). As part of the strategic planning efforts, Selected Proposer must also support the City in lease negotiations with the airlines and negotiations with other tenants at the Airport, TSA, and other government agencies, Federal Aviation Administration, and affected jurisdictions.
- C. The Selected Proposer will advise on and assist with the Airport Development Project (“ADP”) as needed.
- D. The Selected Proposer will advise on and assist with marketing and outreach services in support of future Food and Beverage Programming.
- E. Products of Work: The definition, scope, schedule, objectives, goal(s), and products of work for all projects will be approved in advance by the Manager. All final work products will be subject to the approval of the Manager. Any work

products determined to be unacceptable, as determined solely by the Manager, must be immediately revised by the Selected Proposer as directed. Work performed by the Selected Proposer to revise unacceptable work products will not be eligible for payment of fees or reimbursement of expenses, unless otherwise agreed to in writing by the Manager. All work products prepared by the Selected Proposer will immediately become the property of the City. The Selected Proposer will provide all necessary services, materials, equipment, personnel, and supervision to perform the work and services contemplated herein.

5.0 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 selected Proposer has failed or refused to perform the work, the City may take reasonable and necessary actions to perform the work or remedy the selected Proposer's failed or under performance(s). Any violation or breach of the terms of the Agreement on the part of the selected Proposer or its subconsultants/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.
- B. The City will provide selected Proposer written notice that describes the nature of the breach and corrective actions the selected Proposer must undertake in order to avoid termination of the Agreement. City reserves the right to withhold payments to selected Proposer or until such time the selected Proposer corrects the breach or the City elects to terminate the contract. The City's notice will identify a specific date by which the selected Proposer must correct the breach. The City may proceed with termination of the Agreement if the selected Proposer 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 selected Proposer of such failure to comply. Subsequent to receipt of notice that the City will perform the work or remedy the breach or default, the selected Proposer 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 selected Proposer as provided for herein. The City may deduct such costs, plus 15% for administrative costs, from any payments due to the selected Proposer under the Agreement or the City may invoice the selected Proposer 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 selected Proposer 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 selected Proposer 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.
- E. If any fault by the selected Proposer, sub-contractors and/or their employees results in an Administrative Action (Letter of Correction, Warning Notice or Notice of Non-Compliance), Enforcement Action, Notice of Violation, or any other action issued by a state or federal agency, whether issued to the selected Proposer or the Airport, the selected Proposer's shall be liable for liquidated damages in the amount of \$4,000, in addition to all other remedies permitted by law City may, at its option, either invoice selected Proposer for such liquidated damages or deduct them from the selected Proposer's next monthly invoice.
- F. If any fault by the selected Proposer, 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 selected Proposer shall be responsible for the prompt payment of the fine or other resolution as the penalty may require. Additionally, the Contractor shall be liable for liquidated damages in the amount of \$6,000.00, in addition to all other remedies permitted by law City may, at its option, either invoice selected Proposer for such liquidated damages or deduct them from the next month's invoice. Such liquidated damages will apply regardless of whether the penalty is issued to the selected Proposer or the Airport.

6.0 FEES

- A. The City, subject to the Provisions of the Agreement, shall pay to the Selected Proposer, in consideration of the above services, "Fees" based upon the fees, rates, charges and amounts set forth in the Agreement. The Proposer shall invoice the City for all services ordered and performed in accordance with the Provisions

of the Agreement. (See Section 7.G and 7.H below.) All fees submitted by the Proposer will be subject to negotiation.

7.0 STATEMENT OF QUALIFICATIONS

All Proposers must prepare a “**Statement of Qualifications**” that describes, in detail, the organization of the Proposer’s firm and pertinent experience performing services of the nature described in this RFP (see Section 4.0 entitled “Scope Of Work”). Proposer must have significant experience performing services of the nature described in this RFP on behalf of public entities and public airports. A listing of comparable clients must be provided as part of the Proposal and a listing of comparable project experience must be provided, including names, contact persons, addresses, and phone numbers of at least five (5) responsible client references for verification of experience. Proposers must specifically address the following:

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

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

the past three (3) years, or lack thereof. Proposer shall include as part of its Proposal copies of any termination notices, debarment notices, complaints, or reports, finding of fact or law, rulings or decisions of debarment. For purposes of this Section 7.M, an “**affiliate(s)**” means a person or entity that directly or indirectly thorough one or more intermediates controls, or is controlled by, or is under common control with, the Proposer.

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

8.0 RESPONSIBILITIES OF THE CONSULTANT

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

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

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

9.0 TERM

The work of the Successful Proposer under the terms of the Agreement will begin on the Commencement Date specified below and terminate when the work described therein is completed, not to exceed thirty-six (36) months.

The Agreement will be expressly subject to the City's Charter and Code of Ordinances, and will not become effective or binding on the City until fully executed by all signatories of the City.

Commence Date: July 1, 2026 **Expiration Date: June 30, 2029**

10.0 DUE DATE OF PROPOSAL

A. Written Proposals will be received up until the hour of **2:00 P.M. Local Time, March 5, 2026**. All Proposals must be addressed and delivered to:

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

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

OR

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

Delia Cummings dfcummings@flystl.com

With copies also sent via email to:

Gin Nelson gmnelson@flystl.com

Robert Salarano rcsalarano@flystl.com

**NOTED ABOVE AND SHOULD REQUEST AN EMAILED
CONFIRMATION OF THE RECEIPT FROM MS. CUMMINGS.**

Proposals submitted electronically must be submitted in one PDF document*, titled **“Airport Business Services”** followed by the name of the Proposer. This information

must also appear in the subject line of the email. Please allow ample time for the email to be transmitted. **The submittal time of record will be the time the email reaches Ms. Cummings. The size limit for emails is 10 megabytes, and it is recommended that any document over 10 megabytes be compressed before sending to avoid possible delays in transmitting.**

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

11.0 RIGHTS

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

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

12.0 PROPERTY OF THE CITY

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

13.0 QUESTIONS

- A. If the Proposer finds a discrepancy in, or omission from this document or any of its attachments, has any doubts as to their true meaning, or requires any additional information to prepare the Proposal, the Proposer must notify Delia Cummings, St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Boulevard, Terminal 1, MTN 2501, St. Louis, Missouri 63145, **in writing on or before February 18, 2026**. The City will not be responsible for any oral instructions given with regard to the completion and submission of any Proposal. Any interpretation of this RFP or any of its attachments will be made only by duly issued addendum. The City will not be responsible for any other explanations or interpretations of this RFP or any of its attachments. Questions received and responses provided will be made available to all Proposers via duly issued addendum.
- B. The Proposer shall carefully examine the entire contents of this RFP including any attachments, addenda and the premises of the Airport, and shall judge for itself all circumstances and conditions affecting its Proposal.
- C. All information or data in the RFP and any subsequent addenda, while believed to be reliable, are to be used by the Proposer at its sole risk, and the City, its officers, employees, and agents do not accept any responsibility or liability in any fashion for its use by the Proposer in structuring a Proposal in response to this RFP.

14.0 NOT A CONTRACT

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

15.0 SELECTION CRITERIA

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

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

- C. If the Selection Committee decides to award an Agreement, the City will then schedule a time for the City and successful Proposer(s) to finalize the scope of work and negotiate and draft the terms of the Agreement, including without limitation, the fee structure (see Section 6 entitled “Fees”). If a successful Proposer refuses or neglects to timely execute an Agreement with the City or fails to timely furnish the required proof of insurance and endorsements, bonds, affidavits, or other required documents as requested by the City, the City may in its sole and absolute discretion, then award the Agreement to the next responsive Proposer best qualified to perform the services, as determined by the Selection

Committee. If selected, the next responsive Proposer will be subject to the same procedures and timetables as provided herein. If the second best Proposer also fails or refuses to fully execute the Agreement or fails to timely furnish the requested proof of insurance and endorsements, bonds, affidavits, or other documents requested by the City, the next best Proposer, if selected, will be subject to the foregoing provisions and so on as determined by the Selection Committee.

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

1. RFP EVALUATION CRITERIA/FACTORS

- a. Firm’s qualifications, experience and capability to perform the Scope of Work; as outlined in the “Statement of Qualifications” Sections 7.A – 7. G.
(0 to 45 pts.)
- b. Firm’s qualifications, experience and capability to perform the Scope of Work; as outlined in the “Statement of Qualifications”, Sections 7.I – 7.N.
(0 to 30 pts.)
- c. Firm’s qualifications, experience and capability to perform and comply with the Responsibilities of the Consultant”; Section 8
(0 to 10 pts.)
- d. Firm’s fee structure in accordance with the requirements of the RFP. See Section 7.H and Section 6, entitled “Fees”.
(0 to 10 pts.)
- e. Presentation
(If Selection Committee requests) **(0 to 5 pts.)**

(MAXIMUM POINTS 100)

16.0 AWARD OF CONTRACT

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

17.0 NON-DISCRIMINATION IN EMPLOYMENT

- A. The selected Proposer shall not permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, disability, national ancestry or origin.
- B. The selected Proposer shall, in all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the selected Proposer, state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, disability, national origin or ancestry.
- C. The selected Proposer will permit reasonable access by the City to such persons, reports and records as are necessary to ascertain compliance with fair employment practices.
- D. If the selected Proposer fails to comply with the nondiscrimination clauses of the Agreement, or fails to furnish information or permit records and accounts to be inspected, within twenty (20) days from the date requested, the Airport may cancel, terminate, or suspend the Agreement, in whole or part. Further, the

Airport may declare the selected Proposer ineligible for further City contracts for a period of one year, at the City's option. If the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Proposer will have no claim for any damages against the City.

- E. The selected Proposer will incorporate the above Sections 17.A through 17. D in all contracts or agreements entered into with suppliers of materials or services, contractors and subconsultant/subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with the Agreement.
- F. If the selected Proposer is sued or threatened with litigation by a subconsultant/subcontractor, vendor, individual, group or association, as a result of compliance with Sections 17.A through 17.E, such selected Proposer will notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

18.0 REQUIRED SUBMITTALS

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

- A) Statement of Qualifications as provided for in Section 7.0, "Statement of Qualifications" (**See Sections 7.A, 7.B, and 7.E**).
- B) Documentation demonstrating Proposer's ability to comply with personnel requirements of this RFP. The documentation should include resumes for the key managers or executives, including the project manager, who will be responsible for the Proposer's performance (**See Sections 7.F And 7.K**).
- C) A list of five (5) business references, including a contact person's name, complete address and telephone number for each reference. The references requested in

Section 7.0 entitled “Statement of Qualifications” must be included as part of this business reference list.

- D) The Proposer’s fiscal year-end Financial Statements for the last three (3) years (**See Section 7.L**).
- E) Completion of the Authorized Submission Form (**Attachment 1**).
- F) Certificate(s) of Insurance or statement from insurance company (**See Section 19.0, “Proof of Insurance”**).
- G) Authorization from Surety firm of intent to provide a Performance Bond and Payment Bond in the amount of \$5,000.00 each (**See Section 21.0, “Performance Bond And Payment Bond” and Attachment 3**, entitled **“Proposal To Bond Form”**). A completed **Proposal to Bond Form or a Proposal to Bond on Surety Company stationery must be provided with the Proposer’s Proposal**.
- H) Missouri Unauthorized Aliens Law Acknowledgement and Acceptance Declaration and Affidavit (**See Section 29.0, “Missouri Unauthorized Aliens Law” And Exhibit A And Exhibit B**).
- I) Cost Proposal Summary (**See Sections 7.G and 7.H**).
- J) License(s) and Certificate(s) of Good Standing (**See Section 7.I**).
- K) List of subconsultants/subcontractors to be included as part of the Statement of Qualifications and compensation for subconsultant/subcontractors. (**See Sections 7.H, 7.J and 22.0.**)
- L) List of owners, directors, and officers (**See Section 7.J**).
- M) Location of principal office (**See Section 7.C**).
- N) Living Wage Acknowledgement And Acceptance Declaration (**See Section 26.0 And Exhibit C**).
- O) A list of proposed staff to be utilized including descriptions of technical expertise and experience (**See Section 7.K**).

- P) Synopsis and copies of Terminations and Debarments (**See Section 7.M.**)
- Q) Anti-Discrimination Against Israel Act Acknowledgement And Declaration and Affidavit. (**See Section 30.0 entitled “Anti-Discrimination Against Israel Act” and Exhibits E And F.**)
- R) St. Louis Lambert International Airport Subconsultant/Supplier List (Airport Only – Construction and Service Contracts). (**See Attachment 2**)
- S) Proposer must submit a completed W-9. (**See Proposer’s Checklist**)

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

19.0 PROOF OF INSURANCE

- A. Proof of adequate insurance or the ability to obtain said insurance to protect and insure St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City of St. Louis, Missouri and the City’s Board of Aldermen and the Airport Commission; and their respective officers, agents, and employees (the “**Insured Parties**”) and the Proposer, **on an occurrence basis**, against all claims and demands by third persons for bodily injury (including wrongful death) and property damages arising or alleged to arise out of the activities of the Proposer, its officers, agents, employees, subconsultants/subcontractors and independent contractors pursuant to the proposed contract under the following types of coverage:
 - 1. Comprehensive General Liability - \$2,000,000.00 Combined Single Limits, and
 - 2. Comprehensive Automobile Liability – Missouri State required insurance limits \$100,000.00 per occurrence, \$300,000.00 aggregate (all vehicles, including owned, hired and non-owned), and
 - 3. Professional Liability, including Errors and Omissions - 1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

- B. The selected Proposer will maintain Workers' Compensation and Employer's Liability Insurance at least at the statutory requirement and in accordance with Missouri laws and regulations. selected Proposer will require that all of its subconsultant/subcontractor's licensees similarly provide such coverage. The Insured Parties, its officers, employees, or agents will not be liable or responsible for any claims or actions occasioned by selected Proposer's failure to comply with the provisions of this subsection. It is expressly agreed that the employees of the selected Proposer are not employees of the Insured Parties for any purpose, and that employees of the Insured Parties are not employees of the selected Proposer.
- C. A current Certificate(s) of said insurance, proposal to insure, or statement from Proposer's insurance company acknowledging that this requirement can be met must be submitted with the Proposal. Proposer shall also submit a current Certificate of Insurance or proposal to insure from the Proposer's insurance company for Worker's Compensation and Employer's Liability. The Agreement will require the selected Proposer to name the Insured Parties as an "Additional Insured" under the Proposer's Comprehensive General Liability and Comprehensive Automobile Insurance. **ALL THE INSURED PARTIES MUST BE INCLUDED AS ADDITIONAL INSURED. FAILURE TO INCLUDE THE INSURED PARTIES AS ADDITIONAL INSURED WILL REQUIRE THE RESUBMISSION OF INSURANCE DOCUMENTS.**

20. INDEMNIFICATION:

- A. The selected Proposer will protect, defend, and hold completely harmless St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City of St. Louis, Missouri, and its Board of Aldermen and Airport Commission; and their officers, employees, and agents (the "**Indemnified Parties**"), from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to the Agreement and the use or occupancy of the City's premises and the acts or omissions of selected Proposer's officers, agents, employees, contractors, subconsultant/subcontractors, licensees, invitees, or independent contractors regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the gross negligence of the City. The Director or their designee will give to selected Proposer reasonable notice of any such claims or actions. The selected Proposer will also use counsel reasonably acceptable to the City

Counselor of the City or their designee, after consultation with the Director or their designee, in carrying out its obligations hereunder. The provisions of this section survive the expiration or early termination of the Agreement.

- B. The selected Proposer will indemnify, defend, and save harmless the Indemnified Parties from all suits, actions, or losses brought against or suffered by the Indemnified Parties, for or on account of any injuries or damages received or sustained by any party or parties resulting from any act, error or omission, or willful misconduct of the selected Proposer, its officers, agents, employees, contractors, subconsultant/subcontractors, licensees, invitees, representatives, and independent contractors, or any defective materials or equipment used or supplied by selected Proposer.
- C. The selected Proposer will indemnify, defend, and save harmless the Indemnified Parties from the payment of any and all claims, demands, damages, or costs arising out of any infringement, or alleged infringement of intellectual property rights including, without limitation, the use of any patent or patented device, article, system, arrangement, material or process used by the selected Proposer or its officers, employees, representative, or agent in the execution of the Agreement.
- D. The selected Proposer will provide written notification to the Director of all suits or action or losses arising out of the Agreement within seven (7) days of service or demand

21.0 PERFORMANCE BOND AND PAYMENT BOND

- A. At or prior to the execution of the Agreement, the selected Proposer shall execute a Performance Bond and a Payment Bond each in the amount of Five Thousand Dollars (\$5,000.00) with surety satisfactory to the City conditioned on the full and faithful performance of all terms, covenants, and conditions of the Agreement. Affirmation by the Surety Company to execute said bonds must be executed by an Attorney-in-Fact for the surety company before a Notary Public licensed by the State of Missouri. The Payment and Performance Bonds must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of a one-year renewable bond to meet the requirements of this Section. The selected Proposer shall notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bond or Payment Bond and if the selected Proposer's Performance Bond or Payment Bond is terminated, cancelled, not renewed or extended, the selected Proposer shall promptly

provide the City with a replacement bond(s) in full compliance with this Section. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.

- B. A copy of the bonds, in a form acceptable to the City, must be given to the Airport Representative for review and approval before the selected Proposer performs any work under the Agreement.
- C. Proposer shall submit with its Proposal a completed “Proposal to Bond Form” executed by the Proposer’s Surety Company or a Proposal to Bond on the Surety Company’s stationary (See **Attachment 3**, entitled, “Proposal to Bond Form”).

22.0 SUBCONTRACTING AND ASSIGNMENT

- A. It is the policy of the City of St. Louis to ensure equal opportunity for all business enterprises, including minority and women's business enterprises, in contracting, subcontracting, and the provision of goods and services to the City, its departments, agencies and authorized representative and to all entities receiving City funds or City-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub-recipients through the competitive Proposal process.
- B. Proposer shall submit, as part of its Proposal, all subconsultants/subcontractors it proposes to utilize under the Agreement, if awarded, as well as the proposed scope of work each subconsultant/subcontractor will perform and the expected compensation of each subconsultant's/subcontractor's participation. (See **Attachment 2 and Section 7.H**)
- C. The Proposer shall take all reasonable steps to ensure that all business enterprises, including Minority-owned Business Enterprises (MBEs) and Women-owned Businesses Enterprises (WBEs), have equal opportunity to participate in contracts and subcontracts financed by the City of St. Louis provided under the Agreement. The Proposer will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts or in the performance under this or any other contract financed by the City of St. Louis.
- D. The Proposer may utilize the City of St. Louis Minority and Women Business Enterprise on-line directory, located at St. Louis Development Corporation's

(SLDC) [CertifySTL Business Certification System](#) to verify that proposed Minority and Women Business Enterprises (MBEs and/or WBEs) contractors/consultants are currently certified. Proposers can search by business names, business description, commodity code, contact person/owner's name, location, or ethnicity.

- E. The selected Proposer will not subcontract or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director and such approval may be withheld by the City without cause or justification. At least sixty (60) days prior to any contemplated subcontracting of service or work, or the transfer of any part of the services or work to be performed hereunder, selected Proposer shall submit a written request to the Director. This request must include a copy of the proposed subcontract or agreement, and a completed St. Louis Lambert International Airport Request to Change Subconsultant/subcontractor List (Substitution or Add Form). At a minimum, any subcontract or other agreement must require strict compliance with the terms, covenants, and conditions of the Agreement. The parties understand and agree that the selected Proposer is responsible for the performance of its subconsultant/subcontractors or agents under the Agreement. No subcontract or any other agreement will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement as provided for above.
- F. Selected Proposer will not assign or transfer the Agreement without the prior written approval of the City, as provided for in Ordinance 63687 approved in 1996. At least ninety (90) days prior to any contemplated assignment of the Agreement, selected Proposer shall submit a written request to the City. This request must include a copy of the proposed assignment agreement. The City reserves the right to refuse such request without cause or justification. No assignment will be made or will be effective unless selected Proposer is not in default on any of the terms, covenants, and conditions of the Agreement. The parties to the Agreement understand and agree that the selected Proposer is and will remain responsible for the performance of its assigns under the Agreement. No assignment will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.
- G. Any subcontracting, assignment or transfer or of services without the consent of the City, as provided for above, will constitute default on the part of the selected Proposer under the Agreement. No action or failure to act on the part of

any officer, agent, or employee of the City will constitute a waiver by the City of this provision.

- H. Notwithstanding any other term or provision in the Agreement, the City may assign the Agreement at its sole discretion by providing Notice to selected Proposer as described above.
- I. If applicable, when mobilization payments are approved as a contract line item for the prime selected Proposer, the subconsultant/subcontractor shall be paid a reasonable amount not to exceed five percent (5%) of their contract by the prime selected Proposer no later than five-(5) business days before the subconsultant/subcontractor is required to mobilize to start their contracted work. Subconsultant/subcontractor's request can be contained on their initial bid, quote and/or proposal to the prime or in the form of an invoice/request for payment which details the request. The prime selected Proposer shall submit a request to the City for mobilization payments which includes all subconsultant/subcontractors request for mobilization through the approved billing process as outlined in contract documents.

23.0 MEDIA INQUIRIES / ADVERTISING

- A. If contacted by any media entity or other third party (“**Media Entity**”) about the Agreement or the services or work performed by the selected Proposer under the Agreement (“**Airport Project**”), the selected Proposer will refer the Media Entity to the Airport’s Public Relations Manager. This includes, without limitation, trade publications.
- B. Selected Proposer shall obtain approval, in writing, of any printed articles, press releases, web articles, social media communications or case studies about an Airport Project from the Airport’s Public Relations Manager prior to being made public by the selected Proposer. Selected Proposer will have no right to use the trademarks, symbols, logos, trade names or the name of the City or the Airport, either directly or indirectly, in connection with any production, promotional service, publication or advertising without the prior written consent of the Airport’s Public Relations Manager.
- C. Selected Proposer will treat all knowledge of the City’s intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Director, unless otherwise required by a

court order or subpoena. Selected Proposer will timely inform the City of any such order or subpoena prior to releasing said confidential information.

- D. Advertisements discussing an Airport Project must be approved by the Airport's Public Relations Manager in writing prior to publication or must include a prominent disclaimer that neither the City nor the Airport necessarily endorses the selected Proposer's work.
- E. Any quotes or testimonials from City or Airport staff may not be used unless pre-approved in writing by the Airport's Public Relations Manager.
- F. Photos taken by selected Proposer of Airport Projects must be pre-approved in writing by the Airport's Public Relations Manager. Selected Proposer acknowledges and understands that some photos may contain security-sensitive information and publication may violate federal laws or regulations or Airport security rules or procedures.
- G. The Airport's Public Relations office must be given at least three (3) business days' notice to review request and materials. The Airport's Public Relations office coordinates media, web, postings, printed materials, advertisements and other public communication about Airport Projects. Public Relations main number is: 314-426-8125.

24.0 CUSTOMER SERVICE

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

- A. Demonstrate excellent customer service at all times to every user of the Airport, as applicable.
- B. Act in a courteous and helpful manner at all times with travelers, fellow employees, and all other users of the Airport.
- C. Behave in a businesslike and professional manner while on Airport property.

- D. Refrain from using foul or inappropriate language in public areas; smile and use a pleasant tone of voice when conversing with travelers and all other Airport users; be actively working while on duty.

25.0 PREVAILING WAGE AND FRINGE BENEFITS

- A. The selected Proposer shall pay to employees and subconsultant/subcontractor's employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or their authorized representative, in accordance with prevailing rates in the locality of the Metropolitan St. Louis area pursuant to 41 U.S.C. 351 et seq. as amended except for any person engaged in an executive, administrative or professional capacity. This Section is subject to and shall be in accordance with City Ordinance No 62124 as codified in Chapter 6.20 of the Revised Code of The City of St. Louis 2020, Annotated.
- B. Subject to and in accordance with Chapter 6.20.010.A of the Revised Code of The City of St. Louis, such fringe benefits may include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, costs of apprenticeship or other similar programs, and other bona fide fringe benefits to be provided by the service consultant and not otherwise required by federal, state or local law. The term "minimum prevailing fringe benefits "may include any contributions of fringe benefits equivalent to the foregoing or differential payments in cash.
- C. Selected Proposer shall keep full and accurate records identifying the names and classification of every service employee employed by them in the performance of the Agreement, together with an accurate record of the number of hours worked by each employee and the actual wages and fringe benefits paid therefor. Said records shall be open to inspection by the Comptroller of the City or their authorized representative at any reasonable time and as often as may be necessary and such records must not be destroyed or removed from their customary location for the period of one (1) year following the completion of the work under the Agreement.

26.0 LIVING WAGE

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

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

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

27.0. CIVIL RIGHTS GENERAL PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

28.0. CIVIL RIGHTS - TITLE VI ASSURANCE PROVISIONS

A. During the performance of the Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of the Agreement.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subconsultant/subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant/subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal

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

5. **Sanctions for Noncompliance:** If a Consultant fails to comply with this Section, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the Agreement until the Consultant complies; and
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant/subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

B. During the performance of the Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
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 Consultants, 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. 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.*)

29.0 MISSOURI UNAUTHORIZED ALIENS LAW

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

30.0 ANTI-DISCRIMINATION AGAINST ISRAEL ACT REQUIREMENT

- A. Proposers are advised that the Agreement executed with the successful Proposer pursuant to this RFP is subject to Section 34.600 of the Revised Statutes of Missouri 2000, as amended (the “**Anti-Discrimination Against Israel Act**”). As a condition for the award of the Agreement the successful Proposer will, **by**

sworn affidavit, affirm it is not currently engaged in and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business with the State of Israel.

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

31.0 FEDERAL FAIR LABOR STANDARDS ACT PROVISION

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

32.0 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All Contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Section 1910 with the same force and effect as if given in

full text. Selected Proposer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The selected Proposer retains full responsibility to monitor its compliance and their subconsultant/subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Selected Proposer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

33.0 SEISMIC SAFETY

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

34.0 DISTRACTED DRIVING

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

35.0 CLEAN AIR AND WATER POLLUTION CONTROL

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

36.0 FACILITIES PROVIDED BY THE AIRPORT

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

37.0 PRECAUTIONARY MEASURES

- A. Selected Proposer will exercise every precaution to prevent injury to persons, damage to property, and inconvenience to the City's travelers, licensees, invitees, airlines operating at the Airport, and other users of the Airport. Selected Proposer will place watchmen, erect barricades and railings, give warnings, display lights, signals, or signs and exercise precautions against fire, or electrocution, and take other precautions as may be necessary, proper, and desirable.
- B. Selected Proposer shall comply with Social Distancing guidelines in effect at such time that are recommended by the CDC in coordination with the Airport Representative.
- C. Any job related task where social distancing is impractical shall be completed with the appropriate level of PPE.
- D. Selected Proposer shall be responsible for developing and implementing plans and procedures to prevent and mitigate the spread of COVID-19 or any other infectious disease within their work area to the maximum extent practical, with approval from the Airport Representative.

38.0 BADGING

- A. All selected Proposer employees performing work under the Agreement must be issued, and must maintain, an Airport ID Badge issued by Airport Security Operations. The Airport will not escort selected Proposer or subconsultant/subcontractor employees.
- B. The selected Proposer will comply with all applicable federal, state and local governmental laws and regulations and Airport rules and regulations as amended.

- C. The selected Proposer at its cost will supply to and update as needed for the Airport Police Security Operations Bureau, a list of the selected Proposer's employees to be issued an Airport ID Badge.
- D. The selected Proposer will, when directed by the Airport Representative, schedule its employees to be issued an Airport ID Badge and fingerprinted for a criminal history check by the Airport Police Security Operations Bureau. The selected Proposer will maintain at all times adequate control of said identification badges. All employees issued identification badges will be required to attend the Security Identification Display Area (SIDA) class, and any other security or ID Badge-related training class required by the Airport.
- E. The selected Proposer will bear the cost of providing new and/or renewal badge for the selected Proposer's employees working under the Agreement. The cost for initial badging is \$85.00 per employee. This fee includes the cost of the badge, fingerprinting, mandatory Security Threat Assessment, and the SIDA class. Badges must be renewed every 12 months at a cost of \$35.00 per badge. The cost for status change, lost, stolen, or damaged identification badges and any associated training will be the sole responsibility of the selected Proposer. The replacement cost for a lost badge is \$75.00 for the first badge, \$100.00 for the second badge, and \$175.00 for a third badge. No fourth badge will be issued. Rates for Airport ID Badges are subject to change during the term of the Agreement.
- F. Upon expiration or termination of Agreement or discontinuance of employment of any of the selected Proposer or subconsultant/subcontractor employees working under the Agreement, all Airport-issued keys and ID Badges shall be immediately surrendered to the Airport Representative or Airport Security Operations.
- G. The selected Proposer will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and 49 CFR Part 1542 as amended. Any and all violations by the selected Proposer or its officers, employees, subconsultant/subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the selected Proposer, or its officers, employees, agents, or representatives, will be the responsibility of the selected Proposer. The City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City.

39.0 PRE-PROPOSAL MEETING

A pre-proposal meeting will be held via Zoom on February 17, 2026 at 9:30 a.m.. local time. **Participation in the Pre-Proposal Meeting is voluntary, but highly recommended.** If you have questions regarding the meeting or wish to participate, please contact the Airport Properties Division via email at dfcummings@flystl.com. The link for the meeting is:

[Join Zoom Meeting](#)

One tap mobile: US:+13052241968,,83933500055#,,,*342492# or
+13092053325,,83933500055#,,,*342492#

Meeting URL:

<https://flystl.zoom.us/j/83933500055?pwd=TgtaFa70XMCtWTwofkQCgwBuWa9fvs.1>

Meeting ID: 839 3350 0055

Passcode: 342492

Join by Telephone

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

Dial: +1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

IMPORTANT NOTE

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

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

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

Statement of Qualifications

See Sections 7 and 18

Resumes of key managers

See Sections 7 And 18

List of References

See Sections 7 And 18

Financial Statements

See Sections 7 and 18

Certificate of Insurance

See Sections 18 and 19

Cost Proposal Summary

See Sections 6, 7, and 18

Completed Authorized Submission Form

See Section 18 and Attachment 1

Completed W-9

See Section 18

Proposer's Checklist

Page 2

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

See Sections 18, 22, and Attachment 2

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

See Sections 18, 21, and Attachment 3

Living Wage Acknowledgement and Acceptance Declaration

See Section 18, 26 and Exhibit C

Missouri Unauthorized Aliens Law Acknowledgement And Acceptance Declaration

See Sections 18, 29 and Exhibit A

Missouri Unauthorized Aliens Law Affidavit

See Sections 18, 29 and Exhibit B

Anti-Discrimination Against Israel Act Acknowledgment And Declaration

See Sections 18, 30 and Exhibit E

Anti-Discrimination Against Israel Affidavit

See Sections 18, 30 and Exhibit F

Licenses And State of Missouri Certificate of Good Standing

See Sections 7 and 18

List of owners, directors, and officers

See Sections 7 and 18

Location of principle office

See Sections 7 and 18

Synopsis of Terminations And Debarments

See Sections 7 and 18

Proposed Staff with technical expertise to be utilized

See Sections 7 and 18

Attachment 1

AUTHORIZED SUBMISSION FORM

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

Submitted by:

(Firm Name)

By:

(Signature)

(Typed or Printed Name)

(Title)

(Date)

Address:

Telephone Number:

Federal ID Number:

Email:

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

The selected Proposer agrees that it will not subcontract or transfer any part of the services or work to be performed hereunder without the prior written approval of the Airport Authority. The list below represents all subconsultant/subcontractors and suppliers the selected Proposer contemplates utilizing in performing services, and if awarded the contract, the selected Proposer will furnish all authorized subconsultant/subcontractors or agents a copy of the Agreement. No subcontract or any other agreement will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement.

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

Attachment 3

PROPOSAL TO BOND FORM

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

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

Signature _____

Title _____

Date _____

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

Exhibit A

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

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Proposer's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

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

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

Exhibit B

MISSOURI UNAUTHORIZED ALIENS LAW AFFIDAVIT

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

COUNTY OF _____)

AFFIDAVIT

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

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

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

I have the legal authority to make the following assertions:

Affiant

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

Notary Public

My Commission Expires:

Exhibit C

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ACKNOWLEDGEMENT AND ACCEPTANCE DECLARATION

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Proposer's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

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

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

Exhibit D

ST. LOUIS LIVING WAGE ORDINANCE LIVING WAGE ADJUSTMENT BULLETIN

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

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

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

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

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

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

Exhibit E

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

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Bidder/Proposer's (Company) Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

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

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Exhibit F

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT

(Effective 8-28-2020) (Contracts in excess of \$100,000.00/Companies 10 employees or more)

Before me, the undersigned Notary Public, personally appeared

(Name)

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

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

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: