



ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

**SOLICITATION FOR BID FOR
AC CHILLER REPAIR AND MAINTENANCE SERVICES
BID INFORMATION**

Solicitation: AC Chiller Repair and Maintenance Services

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

Pre-Bid Meeting: June 2 and 10 am (Zoom), local time

RSVP to Gin Nelson, gmnelson@flystl.com

Questions Due: On or before June 5, 2026

Bid Due Date: June 24 and 2:00, local time

STL Contact: Gin Nelson
Contracts Compliance Officer
Airport Properties Division
(314) 890-8033
gmnelson@flystl.com



May 13, 2026

PROSPECTIVE BIDDERS:

Attached is the Solicitation for Bids for **AC Chiller Repair and Maintenance Services** at St. Louis Lambert International Airport. Sealed bids will be received at **the St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Drive, MTN 2501, St. Louis, Missouri 63145 until 2:00 p.m. on June 24, at** which time they will be publicly opened and read. Bids will be opened in the Airport Properties Division Conference Room located in the lower level of Terminal 1, adjacent to the A Concourse Security Checkpoint (MTN 2450).

Bids must be submitted on the included APPENDIX “C.” Bids, which may be submitted via electronic email or regular mail service, should be submitted in strict accordance with instructions given in Appendix A, Section 31 of the SFB. If the bids are mailed via regular mail, one copy must be presented in a sealed envelope addressed to the Airport Contract Compliance Officer at the address provided above, with the words “**Bid For AC Chiller Repair and Maintenance 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 **June 2, 2026 and 10 am**, local time via Zoom. Pre-Bid Meeting participation is not mandatory, but is highly recommended. Please see Appendix A, Section 30 of the SFB for more information.

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

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

All inquiries regarding this solicitation are to be made in writing on or before **June 5, 2026** and should be addressed to Gin Nelson, Contract Compliance Officer.

Sincerely,

A handwritten signature in black ink, appearing to read "Gin Nelson", written in a cursive style.

Contract Compliance Officer

Enclosure

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ATTACHMENTS AND FORMS

BIDDER'S CHECKLIST.....	02 pages
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ATTACHMENT 1.....	01 page
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Proposal To Bond Form

ATTACHMENT 2 01 page
Authorized Submission Form

ATTACHMENT 3 01 page
St. Louis Lambert International Airport Subcontractor List
(Airport Only – Construction and Service Contracts)

EXHIBITS

EXHIBIT A 01 page
Missouri Unauthorized Aliens Law Acknowledgement & Acceptance Declaration

EXHIBIT B 01 page
Missouri Unauthorized Aliens Law Affidavit

EXHIBIT C 01 page
Living Wage Acknowledgement & Acceptance Declaration

EXHIBIT D 01 page
Living Wage Adjustment Bulletin

EXHIBIT E 01 page
Anti-Discrimination Against Israel Act Acknowledgement & Acceptance Declaration

EXHIBIT F 01 page
Anti-Discrimination Against Israel Act Affidavit

APPENDIX "A"

TECHNICAL SPECIFICATIONS (AC CHILLER REPAIR AND MAINTENANCE SERVICES)

1. DEFINITIONS

The following terms and definitions are used in this solicitation:

"**Agreement**" means the contract that the City intends to be awarded to the Successful Bidder under this SFB and executed between the City of St. Louis and the Bidder for AC Chiller Repair and Maintenance Services.

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

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

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

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

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

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

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

"**Consumables**" means all items which are consumed in the execution of the work without being directly incorporated in the work.

"**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 October 31, 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.

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

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

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

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

"**Quarterly**" means occurring once every three (3) months.

"Rules and Regulations" mean 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.

"Semi-Annual" means occurring once every six (6) months.

"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.

"Weekly" means occurring once a week.

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 AC Chiller Repair and Maintenance Services.

C. Rights Reserved by City

1. The City reserves the right to thoroughly investigate the financial status, experience, qualifications, competence, reputation, and record of the Bidder, and the City reserves the right to reject any or all bids.
2. The City reserves the right to reject any Bid if, in the City's sole opinion, the Bidder does not have the minimum qualifications as stated below, (see Appendix A, Section 3 “Qualifications”), including the necessary experience, the financial capacity or the ability to perform the scope of work;
3. The City reserves the right to disqualify any Bidder and reject any Bid that is not, in the City’s sole judgment, competent, experienced, or qualified to perform the work or service; or not in the City’s best interest.

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

D. Bidders Responsible For Bid

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

responsibility or liability in any fashion for its use in structuring a Bid by any Bidder in a response to this SFB.

E. Forfeiture

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

F. Not A Contract

This SFB is not a contract or a commitment of any kind by the City or the Airport. Nor does it commit the City to pay for any costs incurred by the Bidder in the submission of its Bid or any cost incurred prior to the approval and execution of a formal contract with the City. The award of the Agreement to the 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 ten (10) years of experience within the last 11 years in the repair, maintenance, and overhaul of industrial chilled water units of the type and size listed in Appendix “A,” Section 5.B and shall be able to act as a consultant on related chiller equipment problems. All of the Bidder’s proposed subcontractors must have comparable years of experience to that of the Bidder in the repair, maintenance and overhaul of industrial chilled water units. **The Bidder shall have in the Bidder’s direct employment (an employee of the Bidder, not a subcontractor) not less than one (1) full-time Mechanical Engineer with a Bachelor of Science degree in Mechanical Engineering from an accredited college or university.** The Bidder shall provide as part of its Bid a written synopsis that illustrates this experience, the experience of all proposed subcontractors and the satisfaction of the minimum experience requirements of this SFB including information illustrating satisfaction of the employment of a full time Mechanical Engineer. (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 at the time of execution of the Agreement and must submit a current Certificate of Good Standing from the Missouri Secretary of State, if applicable. The Bidder and *all proposed subcontractors* must also submit proof of registration with the Missouri Secretary of State. (See Bidder’s Checklist)

- D. Bidder must submit, at a minimum, 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 AC Chiller Repair and Maintenance Services of the same nature and type described in this SFB. (See Bidder's Checklist)
- H. Bidder must include as part of its Bid copies of any termination notices, debarment notices, complaints, or reports, finding of fact or law, rulings or decisions of debarment. (See Appendix A. Section 2.C. & Bidder's Checklist)
- I. For purposes of this Section 3.H, an "**affiliate(s)**" means a person or entity that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Bidder.
- J. Bidders employees and proposed subcontractor employees who will be assigned to maintain, service, repair, or dispose of equipment that could release ozone depleting refrigerants into the atmosphere including substitute refrigerants, which includes hydrofluorocarbon (HFC) refrigerants must be certified pursuant Environmental Protection Agency (EPA) regulations under Section 608 of the Clean Air Act (40 CFR Part 82, Subpart F). Bidder must submit a copy of the EPA Certification for each employee that will be performing these tasks. Employees assigned to this task are required to pass an EPA-approved test, administered by an EPA-approved certifying organization to earn **Section 608 Technician Certification**. (See Bidder's Checklist)
- K. The Bidder shall submit for the City's review and approval, as part of its bid package, a written safety procedure to be used in the event of a hazardous material spill ("**Safety Procedures for Hazardous Materials**"). (See Bidder's Checklist).
- L. 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

- A. The Successful Bidder, will furnish all supervision, labor, tools, supplies, materials, equipment, and parts necessary to safely and properly inspect, test, perform repairs, adjustments, preventative maintenance, general maintenance and emergency repairs of the A/C Chillers and Chiller Control Systems "**Equipment**" (as defined in Appendix A, Section 5.B below) for the City at the Airport in accordance with manufacturer and applicable code specifications and as ordered, directed, and requested by the Airport Representative.

- B. **Equipment:**

- 1. **East Power Plant**

- a. #1 Chiller
1300 Ton York
Model #YKQE QBJ2-DBC
Serial #GAFM 053961
Age: 1998

- b. #2 Chiller
1300 Ton York
Model #YKP7P4K2-FAGS
Serial #SDDM 521180
Age: 2017
- c. #3 Chiller
1300 Ton York
Model #YKP7P4K2-FAGS
Serial #SDDM 521180
Age: 2020

2. West Power Plant

- a. #1 Chiller
1500 Ton York
Model #YKTHTBJ3-DCE
Serial #GMLM 153057
Age: 2002
- b. #2 Chiller
1000 Ton York
Model #YKQ8Q3K1-EXGS
Serial #SEGM-350900
Age: 2019
- c. #3 Chiller
1500 Ton York
Model #YKTHTBJ3-DCE
Serial #GMLM 103020
Age: 2002

3. Airport Office Building (AOB)

- a. #1 Chiller
250 Ton Carrier
Model #19XRV3031254BHH64

Serial #18284

Age: 2008

b. #2 Chiller

250 Ton Carrier

Model #19XRV3031254BHH64

Serial #18285

Age: 2008

c. #3 Chiller (Air-Cooled)

50 Ton Trane

Model #CGAM

052F 2V02 AXD2 A1A1 ALAK XA1C 1A4B XA8B 1AXA 3A10
1XXL XX

Serial #U19K77040

Age: 2018 (estimated)

C. **Certified Personnel.** All work contemplated hereunder, shall be performed by accredited personnel trained in repairing, maintaining, and servicing A/C Chiller Control Systems ranging in size from 1000 tons to 1500 tons (see Appendix A, Section 8.A), and must be certified by one or more major chiller manufacturers to service one or more major chiller systems to be maintained under the Agreement, and is properly trained to follow the manufacturer's procedures. (Also see Section 5.Z.)

D. **Monthly Inspection & Service.** The Successful Bidder will provide inspections and perform service on Equipment once per calendar month, as well as seasonal inspections. Monthly Inspections and Service shall include:

1. Checking bearings, motors, shafts, sleeves and couplings of the Equipment for wear or misalignment; record readings and promptly forward such readings to the Airport Representative.
2. Cleaning all open motors; and repair or replace parts that are out of manufacturer's recommended tolerances or specifications. (Also see

Section 5.K.)

3. Checking the condition and settings of panel controls, operating controls, safety controls, thermometers, and gauges to ensure optimum performance and reliability of the Equipment.
4. Checking for proper operation of valves and pump out units and verify proper Equipment operation.
 - a. Successful Bidder must use its best efforts to anticipate and prevent Equipment systems problems from developing.
5. Checking oil levels to ensure optimum performance of the Equipment.
6. Supplying and installing new compressor oil, oil filters, refrigerant filters and filter dryers as required or recommended by the manufacturer.
 - a. Successful Bidder will be responsible for **all costs** associated with supplying, adding and/or installing *new compressor oil, oil filters, refrigerant filters and filter dryers*.
 - b. **Properly disposing of old oil strictly following all applicable federal, state, and local laws and regulations, including without limitation applicable EPA regulations and guidelines.**
7. Checking for proper refrigerant charge to ensure optimum performance of the Equipment as described by manufacturer requirements. Bidder shall check for refrigerant leaks, repair all leaks, and replace all refrigerant charge lost through operation at no cost to the City. (Also see Section 5.P, Section 5.R and Section 5.Z.)
 - a. Successful Bidder will be responsible for all costs associated with replacing refrigerant, including but not limited to the cost of new refrigerant, tank rental and tank deposits.

- b. Successful Bidder will be responsible for all costs associated with and/or involving reclaiming refrigerant, properly disposing of refrigerant, and/or recycling refrigerant according to all applicable federal, state, or local laws or regulations, including Airport rules, regulations, and procedures.
- 8. Performing all service repairs, calibration and testing of interlocks to boiler systems for all components of the refrigerant monitoring systems in accordance with manufacturer requirements and recommendations.
- 9. Lubricating all moving parts of the Equipment as required or recommended in accordance with manufacturer's specifications.
 - a. Successful Bidder will be responsible for the cost of *all lubricants needed to comply with Section 5.D.9.* (Also see Section 5.Q.)
- 10. After completing the Monthly Inspection & Service and prior to leaving the Airport Successful Bidder will provide a written summary of the work performed, including the location and type of Equipment, the part type or name used on each piece of Equipment and the amount of time said work was performed. (Also see Section 5.J below.) This written statement must be signed by the Airport Representative or designee and must be promptly emailed to the Airport Representative. Invoices must accurately reflect these written statements.
- 11. The Monthly Inspection & Service Charge listed in Appendix C only includes the items specifically identified in this Section 5.D.
 - a. If additional repairs are discovered or identified during the Monthly Inspection & Service, the Successful Bidder must first receive approval from the Airport Representative or his/her designee *prior* to make these additional repairs. These additional repairs shall be invoiced at the Normal Hours rate listed in Appendix C.
 - b. Successful Bidder will only receive payment for additional repairs that have been pre-approved by the Airport Representative

or his/her designee. There will be no exceptions to this requirement. Bidder acknowledges and agrees that the City reserves the right to refuse to make payment for work performed by the Bidder when the Bidder fails to strictly adhere to these procedures.

12. Monthly Inspections & Service shall take place no less than three (3) weeks and no more than five (5) weeks apart.

E. **Quarterly Refrigerant Gas Leak Inspection & Service.** Successful Bidder will maintain, calibrate and test the refrigerant gas leak and alarming system (“Sherlock System”) quarterly. This service shall include the visual alarm lighting in the plants and the entryways/exits of West Climate Control and East Climate Control.

1. If additional repairs are discovered or identified during the Quarterly Refrigerant Gas Leak Inspection & Service, the Bidder must first receive approval from the Airport Representative or his/her designee prior to make these additional repairs. These additional repairs shall be invoiced at the Normal Hours rate listed in Appendix C.
2. Successful Bidder will only receive payment for additional repairs that have been pre-approved by the Airport Representative or his/her designee. There shall be no exceptions to this requirement. The City reserves the right to refuse to make payment for work performed by the Successful Bidder if the Successful Bidder fails to strictly adhere to these procedures.
3. Successful Bidder will submit to the Airport Representative, in a form acceptable to the Airport Representative, documentation of the refrigerant gas leak and alarming system. Documentation and results must be submitted no later than four (4) weeks after completion of service.

F. **Seasonal Start-Up and Shut-Down Inspection.** Successful Bidder will provide seasonal start-up inspection of the Equipment in the Spring and a shut-down

inspection of the Equipment in the Fall.

1. Successful Bidder will submit to the Airport Representative, in a form acceptable to the Airport Representative, documentation of seasonal start up and shut down inspections. Documentation must be submitted no later than four (4) weeks after completion of each respective inspection.

G. **Annual Chemical Analysis.** Successful Bidder will conduct a chemical analysis of the compressor oil once every 12 months.

1. Successful Bidder will submit to the Airport Representative, in a form acceptable to the Airport Representative, chemical analysis documentation and results. Documentation and results must be submitted no later than four (4) weeks after completion of chemical analysis.
2. Annual Chemical Analysis must take place no less than 10 months and no more than 14 months apart from the previous Annual Chemical Analysis.

H. **Annual Tube Cleaning.** Successful Bidder will conduct an annual visual inspection of condenser tubes and mechanically brush clean tubes once every 12 months.

4. Successful Bidder must remove both end plates for tube cleaning and inspection of the Equipment.
5. Successful Bidder will submit to the Airport Representative, in a form acceptable to the Airport Representative, documentation and results of the annual tube cleaning. Documentation and results must be submitted no later than four (4) weeks after completion of cleaning.
6. Annual Tube Cleaning shall take place no less than 10 months and no more than 14 months apart from the previous Annual Tube Cleaning.

- I. **Annual Plate Heat Exchanger Cleaning.** Successful Bidder will conduct an annual inspection and clean exchanger in accordance with the manufacturer's requirements once every 12 months, typically during the summer months.
1. The manufacturer of the heat exchanger (free cooler) at the East Power Plant is ITT Bell & Gossett GPX Heat Exchanger, Model 50628, and the manufacturer of the heat exchanger (free cooler) at the West Power Plant is Alfa Laval Thermal Inc., Model M30-FG.
 2. Successful Bidder will determine levels of heat exchange tube fouling from analysis of available log reading and readings taken during inspection of the Equipment.
 3. Successful Bidder will submit to the Airport Representative, in a form acceptable to the Airport Representative, documentation of annual plate heat exchanger cleaning. Documentation must be submitted no later than four (4) weeks after completion of cleaning.
 4. Annual Plate Heat Exchanger Cleaning must take place no less than 10 months and no more than 14 months apart from the previous Annual Plate Heat Exchanger Cleaning.
- J. **Eddy Current Testing.** In Year Two (2) of the Agreement, Successful Bidder shall perform “**eddy current tests**” on the evaporator and condenser bundles of all Chillers.
1. Successful Bidder will submit to the Airport Representative, in a form acceptable to the Airport Representative, documentation of eddy current testing. Documentation must be submitted no later than four (4) weeks after completion of testing.
- K. **Inspection Reports.** Successful Bidder will perform inspections of the Equipment as directed by manufacturer requirements or specifications and/or the Airport Representative.

1. A detailed written report of each inspection will be sent to the Airport Representative. This detailed inspection report will include, at a minimum, equipment log readings taken during inspection, condition of Equipment, recommended repairs and recommendations to reduce consumption, where applicable. The inspection report must be in a form and content acceptable to the Airport Representative.

L. **Replacement Parts.** Any and all parts that are to be incorporated into the Equipment must be pre-approved by the Airport Representative or his/her designee prior to installation. Successful Bidder will only receive payment for parts that have been pre-approved in writing by the Airport Representative or his/her designee. There shall be no exceptions to this requirement. The City reserves the right to refuse to make payment for work performed by the Successful Bidder if the Successful Bidder fails to strictly adhere to these procedures.

1. The pre-approval request must include the part type or name and the location and piece of Equipment receiving the part.
2. All replacement parts for the Equipment furnished by the Successful Bidder must be new and in accordance with the manufacturer specifications, and shall be free of defects in title, material and workmanship.
3. All parts will be compatible with existing systems at the Airport.
4. The Successful Bidder must provide the City with receipts for all parts purchased and shall include the part type or name and the location and piece of Equipment receiving the part.
5. The Successful Bidder will provide the Airport Representative with a copy of the parts warranty information for all replacement parts.
6. All replacement parts are the property of the City.

- M. **Re-Insulation.** Successful Bidder must properly reinsulate all areas affected by service or damaged on evaporator shell and suction piping on chilled water units immediately after service has been completed.
- N. **Equipment Working Properly.** Successful Bidder will verify that the Equipment is working properly in accordance with the manufacturer's specifications and requirements.
- O. **Preventative Maintenance.** All preventative maintenance on the Equipment contemplated herein must be performed by the Successful Bidder between October 1st and May 31st of the calendar year unless otherwise authorized in writing by the Airport Representative.
- P. **Summary of Work.** For all work performed, the Successful Bidder, after completing a repair and prior to leaving the Airport, shall provide a written summary of the work performed, the parts used and the amount of time said work was performed. This written statement must be signed by the Airport Representative or designee. Invoices must accurately reflect these written statements.
- Q. **Refrigerant.** Successful Bidder will be responsible for all costs associated with replacing refrigerant, including but not limited to the cost of new refrigerant, tank rental, tank deposits, reclaiming refrigerant, properly disposing of refrigerant, and/or recycling refrigerant. The City will not reimburse the Bidder or subcontractors for any costs associated with refrigerant.
- R. **Consumables.** The City will not reimburse the Successful Bidder or their subcontractors for Consumables, including but not limited to oil, lubricants, grease, adhesives and sealants. Successful Bidder shall provide, at no additional charge, all Consumables required to perform the AC Chiller Repair and Maintenance Services contemplated in this SFB.

- S. **Deposits.** Successful Bidder is responsible for any and all security deposits, equipment deposits, rental deposits or refundable deposits needed to perform the AC Chiller Repair and Maintenance Services contemplated in this SFB. The City is not responsible for and **will not reimburse** the Successful Bidder or subcontractors for deposits of any kind including but not limited to deposits associated with coolant tank rentals and equipment rentals.
- T. **Safety Supplies.** The City **will not reimburse** the Successful Bidder or subcontractors for Personal Protective Equipment (PPE), safety equipment or safety supplies needed to perform the AC Chiller Repair and Maintenance Services contemplated in this SFB. 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.
- U. **Equipment, Tools & Supplies.** The Successful Bidder will provide and furnish, *at its sole cost and expense*, all equipment, tools, materials and supplies required to perform the AC Chiller Repair and Maintenance Services contemplated in this SFB.
1. Except as provided for in Section 5.L, the City will not supply, provide, furnish or reimburse the Bidder or subcontractors for any equipment, tools, materials and supplies required to perform the AC Chiller Repair and Maintenance Services contemplated in this SFB.
- V. **Warranties.** Successful Bidder will warrant, represent, covenant, and agree that the Successful Bidder shall assume and perform all warranty repairs given under the new warranty life for the City's Equipment. If the manufacturer fails to honor the warranty, the Successful Bidder will promptly and timely make repairs to the Equipment at the Successful Bidder's cost.
- W. **Mark-Up.** The Successful Bidder may invoice the Airport up to a fifteen percent (15%) mark-up above what the Successful Bidder paid for the part, material, equipment rental or specialized service. A copy of the original invoice must be

submitted.

1. Successful Bidder is not permitted to mark-up subcontractor invoices.
- X. **Emergency Maintenance and Repair.** The Successful Bidder, subject to the Provisions of this SFB, will provide AC Chiller Repair and Maintenance Services contemplated herein twenty-four (24) hours a day, seven (7) days a week including Holidays and inclement weather as ordered by the Airport Representative or designee, throughout the term of this SFB. The Successful Bidder will warrant, represent, covenant and agree that the Successful Bidder will report to the Airport within two (2) hours after receiving notification from the Airport Representative or designee.
- Y. **Clock In/Clock Out.** Successful Bidder and subcontractor employees, immediately upon entering Airport property, will report to and clock in with their Airport-issued identification badge at the exterior Building Maintenance location or Climate Control location and check-in with the Airport Representative or designee. After completion of work, Successful Bidder and/or subcontractor employees shall apprise the Airport Representative of the work performed. Immediately prior to their departure from Airport property, Successful Bidder and subcontractor employees shall clock out with said badges. *There shall be no exceptions to this requirement.* The City reserves the right to refuse to make payment for work performed by the Successful Bidder when the Successful Bidder fails to strictly adhere to these procedures.
- Z. **Adding/Removing/Replacing Equipment.** The Director may add, delete or replace any of the Equipment described in this SFB at any time without a formal amendment to the Agreement and without the approval of the Successful Bidder. Maintenance and repairs to Equipment replaced or added to the Agreement will be charged at the rates listed in Appendix C.
- AA. **Environmental Requirements – Refrigerant.** The Successful Bidder will warrant, covenant, stipulate, and agree that the Successful Bidder and all

subcontractors shall comply with all applicable federal, state, local and Airport requirements regarding refrigerant. Bidder and subcontractor employees assigned to maintain, service, repair, or dispose of equipment that could release ozone depleting refrigerants into the atmosphere including substitute refrigerants, which includes hydrofluorocarbon (HFC) refrigerants must be certified pursuant 40 CFR Part 82, Subpart F, Environmental Protection Agency (EPA) regulations under Section 608 of the Clean Air Act. Employees assigned to this task are required to pass an EPA-approved test, administered by an EPA-approved certifying organization to earn a **Section 608 Technician Certification**. Bidder shall comply with the Airport's Environmental, Health and Safety (EH&S) Department's regulatory compliance requirements for the tracking of ozone depleting substances.

1. Pursuant to 40 CFR Part 82, Subpart F, at contract award and throughout the Term of the Agreement as needed, Successful Bidder shall provide EH&S and the Airport Representative with the following information for all Bidder and subcontractor employees working with refrigerant:
 - a. EPA Certification Type;
 - b. EPA Certification Number; and
 - c. Copy of Section 608 EPA Technician Certification.
2. Successful Bidder must complete the Ozone Depleting Substances Service Compliance Report Form (Exhibit G) anytime refrigerant-containing equipment is serviced or once every 12 months if no refrigerant servicing events occur. This applies to general refrigerant usage, leaks and/or repairs. Completed forms shall be promptly emailed to EH&S and the Airport Representative after each refrigerant servicing event. Reporting form subject to change throughout the Term of the Agreement.

6. EXTRA WORK

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

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

B. Any work not specified in the Agreement that may be fairly implied as included in the Agreement will be done by the Successful Bidder without extra charge. The Director will be the sole judge.

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 Bidder’s approved subcontractor(s) which have been previously reviewed and approved by the Bidder.
5. Extras will be paid for based on of a fixed amount, rate, charge, or any combination thereof agreed upon and approved by the Bidder and the Director in writing prior to such Extras being performed. (See Appendix A, Section 11.E “Payments”)

7. TERM

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

Commencement Date: November 1, 2026

Expiration Date: October 31, 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 Bidder as the 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 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 AC Chiller Repair and Maintenance Services performed by the Bidder or its officers, employees, contractors, representatives, or agents under the Agreement. (See Appendix B, Section 1 “Insurance” and “Indemnification”)
- F. The 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 is 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 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 AC Chiller Repair and Maintenance Services. The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the work contemplated herein. (See Appendix A, Sections 11.F "Payments" and 24.G "General Provisions")

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 49 CFR Part 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")
- 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 extend of such damage, shall be submitted in writing to the Airport Representative within 24-hours of the occurrence.

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

Via Email: AirportAccountsPayable@flystl.com (preferred)

With an email copy to the Airport Representative

Or

Via Mail:

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 and time of service(s);
 5. Equipment & Location;
 6. Name of Airport Representative(s) requesting service(s);
 7. Services or Action(s) Performed;
 8. List of Parts Replaced and associated invoices;
 9. Labor Hours (time spent performing repairs);
 10. Signed itemized work tickets;
 11. Subcontractor invoices(s); and
 12. Invoice Amount.
- D. The Successful Bidder will 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 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 “Extra Work”. 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, as outlined in Section 5 “Scope of Work” and/or Appendix C, Successful Bidder will not be paid for that work.
- 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.M “Administrative Procedures” and 24.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 Bidder more than six (6) months after the expiration or earlier termination of the Agreement or be responsible for any costs or expenses incurred by the Bidder for services or work performed pursuant to the Agreement for which invoices have not been submitted to the City for payment within six (6) months of the expiration or earlier termination of the Agreement.
- K. Payment under the Agreement is subject to a total Contract Not-To Exceed Amount, and any increase in the Contract Not-To-Exceed Amount of the Agreement requires the consent of the Director and a formal amendment to the Agreement.

12. REPLACEMENT OF PERSONNEL

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

13. PROHIBITED ACTS

- A. 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 or a nuisance in or on the Airport; or;
 5. May interfere with the effectiveness or accessibility of the drainage of any sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses if any, installed or located in or on the Airport.
- B. If by reason of the 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.

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. FACILITIES PROVIDED BY THE AIRPORT

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

18. 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.

19. STORAGE AND STAGING AREA

- A. The Airport Representative will assign storage and transfer area ("**Storage Area**") in writing (if applicable). If assigned, the Storage Area will be used for storage of the 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 and is subject to change throughout the Term of Agreement.
- 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.

20. BADGING

- A. All Successful Bidder's and any of their 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 their 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 49 CFR Part 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.

21. UNIFORMS

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

22. PERFORMANCE BOND AND PAYMENT BOND

- A. At or prior to the execution of the Agreement, the Successful Bidder will immediately execute a Performance Bond and a Payment Bond (two separate bonds) each in the amount of Five Hundred Thousand Dollars (\$500,000.00) with surety satisfactory to the City, conditioned on the full and faithful performance of all Provisions of the Agreement to be executed. Affirmation by the Surety Company to execute the Performance Bonds and the Payment Bonds must be executed by Attorney-In-Fact for the surety company before a licensed Notary Public. The Payment Bonds must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of one year renewable bonds to meet the requirements of this Section 22. The 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 22. Any sum or sums derived from said Performance Bonds or Payment Bonds will be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.
- B. Copies of the Performance Bonds and the Payment Bonds, in a form acceptable to the City, must be given to the Airport Representative for approval before the work of the Agreement begins.
- C. Bidder will submit along with the Bidder's Bid, a completed "Proposal To Bond Form" attached hereto as Attachment 1 and incorporated herein, executed by the Bidder's Surety Company or a Proposal To Bond on the Surety Company's stationary. (See Bidder's Checklist and Attachment 1, "Proposal to Bond Form" incorporated herein)

23. MISSOURI UNAUTHORIZED ALIENS LAW

- 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 successful Bidder, will, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Agreement. The successful Bidder will also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as Exhibit B entitled "Affidavit". (See Bidder's Checklist) Each Bidder must submit the attached "Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration" with its Bid. (See attached Exhibit A, incorporated herein and Bidder's Checklist.) Failure to submit this declaration with your Bid will result in rejection of the Bid. A successful Bidder's failure to comply with the Provisions of the Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of the Agreement by the City and other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties for violation of the Missouri Unauthorized Aliens Law as set forth therein. The successful Bidder will deliver a fully executed original of the Affidavit (see Exhibit B) including required documentation in accordance with the Missouri Unauthorized Aliens Law, within twenty (20) days after notice to the successful Bidder of the award and prior to performing any work under the Agreement.
- B. Information regarding the Missouri Unauthorized Aliens Law is available on the Missouri Attorney General's web site at [under the programs-services from a-z.](#) Information regarding E-Verify can be found on the [U.S. Citizenship and Immigration Services' web site.](#)

24. GENERAL PROVISIONS

- A. The Successful Bidder will be an independent contractor and nothing herein will be interpreted or construed to mean that the Successful Bidder or any of its employees or agents is 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 (except as expressly provided for therein) unless in writing.
- D. The Agreement and all contracts entered into under the Provisions of the Agreement will be binding upon the parties and their successors and permitted assigns.
- E. A waiver by one party of any the Provision(s) to be performed by the other party will not waive any subsequent default or breach of any of the Provisions of the Agreement. Any waiver by either party must be in writing and signed by the party waiving.
- F. The 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 termination of the Agreement. The City reserves the right to investigate, audit, and review, upon written request, such records and documents, to determine compliance with the Agreement. (See Appendix B, Section 7 “Civil Rights General Provisions”.)
- G. The City retains the right to receive bids and award contracts on any modifications, deletions, or additions to the AC Chiller Repair and Maintenance Services. In addition, the City retains the right to furnish materials or supplies at its discretion, or perform for itself, any required work. (See Appendix A, Section 8.M “Administrative Procedures”)
- H. No alderman, commissioner, director, board member, officer, employee or other agent of the City will be personally liable under or in connection with the Agreement.
- I. 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 Appendix A, Section 24.K below)

- J. If any Provision under the Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision will in no way affect any other Provision, therein contained, provided the invalidity of such Provision does not materially prejudice either party thereto in its respective rights and obligations contained in the valid Provisions of the Agreement.
- K. Successful Bidder must acknowledge that time will be of the essence in the performance of each and every obligation and understanding of the Agreement.
- L. Successful Bidder will 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. Extensions of time for performance will require 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, no such Approval shall be unreasonably requested, conditioned, or withheld.
- M. The Agreement will become effective and binding only upon the execution and delivery by the City and Successful Bidder. The Agreement and any companion document or instruments, may be executed in any number of counterparts, each of which will be original, but all of which will constitute one document or instrument or instrument, and it will constitute sufficient proof of the Agreement to present any copy, electronic copies or facsimiles signed by the parties hereto.

25. PREVAILING WAGE AND FRINGE BENEFITS

- A. The Successful 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.

26. MEDIA INQUIRIES / ADVERTISING

- A. If contacted by any media entity or other third party ("Media Entity") about the Agreement or the services or work performed by the 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. Successful Bidder acknowledges and understands that some photos may contain security-sensitive information and publication may violate federal laws or regulations or Airport security rules or procedures.
- G. The Airport's Public Relations office must be given at least three (3) business days' notice to review request and materials. The Airport's Public Relations office coordinates media, web, postings, printed materials, advertisements and other public communication about Airport Projects. Public Relations main number is: 314-426-8125.

27. CUSTOMER SERVICE

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

- 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.

28. 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 Bidder will be required to timely and promptly make any improvements as required by the

Airport Representative at no additional charge to the City. (See Appendix A, Sections 5 and 8 “Scope of Work” and “Administrative Procedures”.)

29. FAILURE TO PERFORM

- A. If the Airport Representative determines at their sole discretion that the quality or quantity of any work required to be performed under the Agreement is unacceptable or that the 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.L “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 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 (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 Bidder or the Airport, the Bidder's shall be liable for liquidated damages in the amount of \$4,000, to be deducted from Bidder's next monthly invoice.
- 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 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.

30. PRE-BID MEETING

A pre-bid meeting will be held via Zoom on June 2 and 10:00 am. Participation in the Pre-Bid Meeting Zoom is not mandatory, but is highly encouraged. If you have questions regarding the Zoom meeting or wish to participate, please email Ms. Nelson at gmnelson@flystl.com. The link for the Pre-Bid meeting is below:

<https://flystl.zoom.us/j/84119743578?pwd=cViXZQBfGyInNHH1H495xgjKnvGboB.1>

Meeting ID: 841 1974 3578

Passcode: 005327

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

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

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+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)

31. BID SUBMITTAL

Written or Electronic Bids will be received up until the hour of **2:00 P.M. Local Time, June 24**. All Bids may be submitted in one of the following ways:

A. Written bids must be addressed and delivered to:

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

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

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

Gin Nelson gmnelson@flystl.com

With copies also sent via email to:

Delia Cummings DFCummings@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. NELSON.

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

APPENDIX "B"

GENERAL SPECIFICATIONS

(AC CHILLER REPAIR AND MAINTENANCE SERVICES)

1. INSURANCE

- A. The Successful Bidder will 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. 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 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 Successful Bidder reasonable notice of any such claims or actions. The Successful Bidder 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 will retain the right to cancel the Agreement immediately upon written notice to Successful 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 will have 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 will retain 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 will retain 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 percentage of each subcontractor's participation.
- C. The Bidder 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 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 3). At a minimum, any subcontract or other agreement must require strict compliance with the terms, covenants, and conditions of the Agreement. The parties understand and agree that the Bidder is responsible for the performance of its subcontractors or agents under the Agreement. No subcontract or any other agreement will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement as provided for above.
- F. 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 may be made or 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 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 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. During performance under the Agreement, 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.
- B. During performance under the Agreement, Successful Bidder shall state and publicize in all printed or circulated solicitations, or other advertisement or publication for employees that it places, 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 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 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 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 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 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 shall do 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 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 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) 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 (Non-discrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 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;
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).

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 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 Successful Bidder 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 also 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 Opportunity
11495 Navaid Road, 2nd Floor
St. Louis, Missouri 63044
Phone: (314) 426-8111

15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT REQUIREMENT

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

- B. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as Exhibit F “Affidavit”. (See Bidder’s Checklist) Each Bidder must submit the attached “Anti-Discrimination Against Israel Act Acknowledgment & Acceptance Declaration” with its Bid (see attached Exhibit E, incorporated herein, and Bidder’s Checklist) Failure to submit this declaration

with your Bid will result in rejection of the Bid. A successful Bidder's failure to comply with the Provisions of the Agreement related to the Anti-Discrimination Against Israel Act may result in the termination of the Agreement by the City and other remedies available to the City at law or in equity. Bidder will deliver a fully executed original of the Affidavit (see Exhibit F), within twenty (20) days after notice to the successful Bidder of the award and prior to performing any work under the Agreement unless the Anti-Discrimination Against Israel Act does not apply to the award of the Agreement. The Ant-Discrimination Against Israel Act does not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to Bidders with fewer than ten (10) employees.

APPENDIX "C"

BID FOR AC CHILLER REPAIR AND MAINTENANCE 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 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 AC Chiller Repair and Maintenance Services contemplated herein as ordered and directed by the City and in accordance with the Provisions of the Agreement.

Signature

Address

Title

Email Address

Contractor

Telephone Number

Federal I.D. #

Year 1 Continued	Charge for Monthly Inspection & Service	Charge for Quarterly Refrigerant Gas Leak Inspection & Service	Charge for Seasonal Start-UP	Charge for Seasonal Shutdown	Charge for Annual Tube Cleaning	Charge for Annual Chemical Analysis	Charge for Heat Exchange Cleaning
	A	B	C	D	E	F	G
Airport Office Building							
#1 Chiller	\$	\$	\$	\$	\$	\$	/
#2 Chiller	\$	\$	\$	\$	\$	\$	/
#3 Chiller	\$	\$	\$	\$	\$	\$	/
Total Charges from Above	\$	\$	\$	\$	\$	\$	\$
	Above Total X 12	Above Total X 4	Above Total X 1	Above Total X 1	Above Total X 1	Above Total X 1	Above Total X 1
Grand Total	\$	\$	\$	\$	\$	\$	\$
Service/Repairs							
					Rate	Estimated Hours	Total
NORMAL HOURS Repair Service - per labor hour					\$	X 150	\$
NORMAL HOURS Service Call Charge - per call					\$	X 150	\$
OUTSIDE NORMAL HOURS Repair Service - per labor hour					\$	X 150	\$
OUTSIDE NORMAL HOURS Service Call - per call					\$	X 150	\$
Parts Mark-Up Allowed					15%	/	/

Year 1 Continued

Grand Total - Services/Repairs \$

TOTAL SERVICES CHARGES FOR YEAR 1 \$
(Add Grand Totals for A,B,C,D,E,F,G + Grand Total for Services/Repairs)

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

APPENDIX "C"

BID FOR AC CHILLER REPAIR & MAINTENANCE SERVICES

YEAR 2

November 1, 2027 – October 31, 2028

	Charge for Monthly Inspection & Service	Charge for Quarterly Refrigerant Gas Leak Inspection & Service	Charge for Seasonal Start-up	Charge for Seasonal Shutdown	Charge for Annual Tube Cleaning	Charge for Annual Chemical Analysis	Charge for Heat Exchange Cleaning	Charge for Eddy Current Testing
	A	B	C	D	E	F	G	H
East Power Plant								
#1 Chiller	\$	\$	\$	\$	\$	\$	\$	\$
#2 Chiller	\$	\$	\$	\$	\$	\$		\$
#3 Chiller	\$	\$	\$	\$	\$	\$		\$
West Power Plant								
#1 Chiller	\$	\$	\$	\$	\$	\$	\$	\$
#2 Chiller	\$	\$	\$	\$	\$	\$		\$
#3 Chiller	\$	\$	\$	\$	\$	\$		\$

Year 2 Continued	Charge for Monthly Inspection & Service	Charge for Quarterly Refrigerant Gas Leak Inspection & Service	Charge for Seasonal Start-UP	Charge for Seasonal Shutdown	Charge for Annual Tube Cleaning	Charge for Annual Chemical Analysis	Charge for Heat Exchange Cleaning	Charge for Eddy Current Testing	
	A	B	C	D	E	F	G	H	
Airport Office Building									
#1 Chiller	\$	\$	\$	\$	\$	\$	/	\$	
#2 Chiller	\$	\$	\$	\$	\$	\$	/	\$	
#3 Chiller	\$	\$	\$	\$	\$	\$	/	\$	
Total Charges from Above	\$	\$	\$	\$	\$	\$	/	\$	
	Above Total X 12	Above Total X 4	Above Total X 1	Above Total X 1	Above Total X 1	Above Total X 1	Above Total X 1	Above Total X 1	
Grand Total	\$	\$	\$	\$	\$	\$	\$	\$	
Service/Repairs									
					Rate	Estimated Hours	Total	/	
					NORMAL HOURS Repair Service - per labor hour	\$	X 150	\$	/
					NORMAL HOURS Service Call Charge - per call	\$	X 150	\$	/
					OUTSIDE NORMAL HOURS Repair Service - per labor hour	\$	X 150	\$	/
					OUTSIDE NORMAL HOURS Service Call - per call	\$	X 150	\$	/
					Parts Mark-Up Allowed	15%	/	/	/

Year 2 Continued

Grand Total - Services/Repairs \$

TOTAL SERVICES CHARGES FOR YEAR 2 \$
(Add Grand Totals for A,B,C,D,E,F,G,H + Grand Total for Services/Repairs)

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

APPENDIX "C"

BID FOR AC CHILLER REPAIR & MAINTENANCE SERVICES

YEAR 3

November 1, 2028 – October 31, 2029

	Charge for Monthly Inspection & Service	Charge for Quarterly Refrigerant Gas Leak Inspection & Service	Charge for Seasonal Start-up	Charge for Seasonal Shutdown	Charge for Annual Tube Cleaning	Charge for Annual Chemical Analysis	Charge for Heat Exchange Cleaning
	A	B	C	D	E	F	G
East Power Plant							
#1 Chiller	\$	\$	\$	\$	\$	\$	\$
#2 Chiller	\$	\$	\$	\$	\$	\$	
#3 Chiller	\$	\$	\$	\$	\$	\$	
West Power Plant							
#1 Chiller	\$	\$	\$	\$	\$	\$	\$
#2 Chiller	\$	\$	\$	\$	\$	\$	
#3 Chiller	\$	\$	\$	\$	\$	\$	

Year 3 Continued	Charge for Monthly Inspection & Service	Charge for Quarterly Refrigerant Gas Leak Inspection & Service	Charge for Seasonal Start-UP	Charge for Seasonal Shutdown	Charge for Annual Tube Cleaning	Charge for Annual Chemical Analysis	Charge for Heat Exchange Cleaning
	A	B	C	D	E	F	G
Airport Office Building							
#1 Chiller	\$	\$	\$	\$	\$	\$	/
#2 Chiller	\$	\$	\$	\$	\$	\$	/
#3 Chiller	\$	\$	\$	\$	\$	\$	/
Total Charges from Above	\$	\$	\$	\$	\$	\$	\$
	Above Total X 12	Above Total X 4	Above Total X 1	Above Total X 1	Above Total X 1	Above Total X 1	Above Total X 1
Grand Total	\$	\$	\$	\$	\$	\$	\$
Service/Repairs							
					Rate	Estimated Hours	Total
NORMAL HOURS Repair Service - per labor hour					\$	X 150	\$
NORMAL HOURS Service Call Charge - per call					\$	X 150	\$
OUTSIDE NORMAL HOURS Repair Service - per labor hour					\$	X 150	\$
OUTSIDE NORMAL HOURS Service Call - per call					\$	X 150	\$
Parts Mark-Up Allowed					15%	/	/

Year 3 Continued

Grand Total - Services/Repairs \$

TOTAL SERVICES CHARGES FOR YEAR 3 \$
(Add Grand Totals for A,B,C,D,E,F,G + Grand Total for Services/Repairs)

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

APPENDIX "C"

BID SUMMARY

GRAND TOTAL YEAR 1	\$
GRAND TOTAL YEAR 2	+ \$
GRAND TOTAL YEAR 3	+ \$
THREE YEAR BID TOTAL	= \$

Notes:

*All costs are to be shown in dollars and cents using two decimal places only.

Appendix C shall 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.

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

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

Signed Original Bid Form

(See Appendix C)

Proposal To Bond Form

(See Appendix A, Section 22 & Attachment 1)

Completed Authorized Submission Form

(See Attachment 2)

List of References

(See Appendix A, Section 3.D)

UL Service Contract

(See Appendix A, Section 3.A)

Financial Statements

(See Appendix A, Section 3.B)

Synopsis of Bidder's Experience On Similar Projects

(See Appendix A, Section 3.A)

State of Missouri Certificate of Good Standing

(See Appendix A, Section 3.C)

Missouri Unauthorized Aliens Law Acknowledgement Form

(See Appendix A, Section 23 and Exhibit A)

Missouri Unauthorized Aliens Law Affidavit

(See Appendix A, Section 23 and Exhibit B)

Synopsis of any Termination or Debarments

(See Appendix A, Section 3.E)

Bidder's Checklist
Page 2

Airport Authority Subcontractor/Supplier List

(See Appendix B, Section 4 and Attachment 3)

St. Louis Lambert International Airport Request to Change Subcontractor List

(See Appendix B, Section 4 and Attachment 4)

Living Wage Acknowledgement & Acceptance Form

(See Appendix B, Section 14 and Exhibit C)

Termination & Debarment Proceedings

(See Appendix A, Section 3.F)

Anti-Discrimination Against Israel Act Acknowledgment & Acceptance Declaration

(See Appendix B, Section 15 and Exhibit E)

Anti-Discrimination Against Israel Act Affidavit

(See Appendix B, Section 15 and Exhibit F)

Attachment One: PROPOSAL TO BOND

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

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 22, 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 Two: AUTHORIZED SUBMISSION

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

Submitted by:

(Firm Name)

By:

(Signature)

(Typed or Printed Name)

(Title) (Date)

Address: _____

Telephone Number: _____

Federal ID Number: _____

Email: _____

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

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

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

Exhibit A: Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration

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

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: _____

Bidder's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Bidder, I hereby 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: Living Wage Acknowledgement & Acceptance Declaration

**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: _____

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2026

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

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$17.08** 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 **\$22.63** 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 **\$5.55** 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, 2026**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

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

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

Exhibit E: Anti-Discrimination Against Israel Act Acknowledgement and Acceptance Declaration

**ANTI-DISCRIMINATION AGAINST ISRAEL ACT
ACKNOWLEDGMENT & 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: