



# LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

City of St. Louis Airport Authority

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Francis G. Slay  
Mayor  
City of St. Louis

Rhonda Hamm-Niebruegge  
Director

October 13, 2010

## **PROSPECTIVE BIDDERS:**


*Attached is the Solicitation for Bids for A, B, C, D, & E Concourses, East Gates, Customs, & B/C Connector Cleaning Services at Lambert - St. Louis International Airport®. Sealed bids will be received at the Lambert - St. Louis International Airport®, Airport Properties Division, 10701 Lambert International Drive, MTN 2501, St. Louis, Missouri 63145 until 2:00 p.m., Thursday, November 18, 2010 at which time they will be publicly opened and read. Bids will be opened in the Airport Properties Conference Room (Room Number MTN 2450) at the above address.*

***Bids must be submitted on the included APPENDIX "C."*** Three copies (one original and two (2) copies) of the bid ***must*** be presented in a sealed envelope addressed to the Airport Contract Supervisor at the address provided above, with the words "***BID FOR A, B, C, D, & E CONCOURSES, EAST GATES, CUSTOMS, & B/C CONNECTOR CLEANING SERVICES***" clearly written across the left hand face of the envelope. ***Any conditioned bid, any bid with erasures, alterations, or alternatives, or any bid not accompanied by all of the items identified on the enclosed Bidder's Checklist may be rejected. The City of St. Louis reserves the right to reject any or all bids, to cancel this Solicitation For Bids, and/or to advertise for new bids.***

*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.*

*It is the policy of the City of St. Louis Airport Authority to provide disadvantaged, minority and women owned businesses the maximum opportunity to participate in contracting opportunities at Lambert- St. Louis International Airport®. All inquiries regarding this solicitation are to be made in writing ten (10) days prior to the bid opening and should be addressed to Gigi Glasper, Contract Supervisor.*

Sincerely,

  
Gigi Glasper  
Contract Supervisor

Enclosure

## **IMPORTANT NOTE**

**Please review the enclosed Bidder's Checklist VERY carefully. ALL bidders MUST SUBMIT EACH AND EVERY DOCUMENT LISTED ON THE CHECKLIST.**

**Note to certified DBEs, MBEs and WBEs: You MUST complete, sign and submit the Utilization Plan and Good Faith Effort Forms. Please include your company as one of the participants on the D/M/WBE Utilization Plan along with your chosen D/M/WBE subcontractors, if any.**

**A Good Faith Efforts report should be submitted by ALL bidders, regardless of the level of participation on the Utilization Plan.**

**ALL BIDDERS MUST SUBMIT ALL DOCUMENTS WITH THEIR BIDS!**

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

**APPENDIX "A"**

**TECHNICAL SPECIFICATIONS  
(A, B, C, D, & E CONCOURSES, EAST GATES, CUSTOMS, & B/C CONNECTOR  
CLEANING SERVICES)**

**1. DEFINITIONS**

The following terms and definitions are used in this solicitation:

- A. **"Agreement"** means the contract to be executed between the City of St. Louis and the Contractor for A, C, & E Concourses, East Gates, & Customs Cleaning Services.
- B. **"Airport"** means the property owned by the City at Lambert-St. Louis International Airport®.
- C. **"Airport Representative"** means the Airport Facilities Maintenance Manager or his/her authorized and/or designated representative.
- D. **"City"** means the City of St. Louis, owner and operator of Lambert-St. Louis International Airport®.
- E. **"Contractor"** used herein means the successful bidder.
- F. **"days"** means consecutive calendar days unless otherwise expressly stated.
- G. **"Director"** as used herein refers to the Director of Airports of the City of St. Louis and to his/her authorized representatives or designated representative.
- H. **"Holiday"** shall mean New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

**2. SOLICITATION**

- A. Bid Award

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

bidder as well as the provisions and terms of the contract to be awarded, must be approved by the City's Airport Commission and its Board of Estimate and Apportionment.

B. Disqualifications

More than one Bid from a bidder ("**Bidder**") under the same or different names will not be considered. 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 A, B, C, D, & E Concourses, East Gates, Customs, & B/C Connector Cleaning Services contemplated herein. The City reserves the right in its sole and absolute 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 or within the last three years has failed in the City's sole determination and discretion to perform properly, adequately, and/or faithfully any previous contract within the last three (3) years with the City. The City reserves the right in its sole and absolute discretion to reject any Bid from any Bidder that is currently involved in litigation with the City regarding any previous contract obligations.

C. Right To Reject Bids

The City reserves the right to reject any Bid which, in the City's sole and absolute opinion, the Bidder does not have the minimum Qualifications as stated below, including the necessary experience, the financial capacity or the ability to perform the scope of work. The City may reject any conditioned Bid, any Bid with erasures, alterations, or alternatives, any Bid not accompanied by all the items identified on the Bidder's Checklist, or any Bid submitted without the required Bid information. In addition, any Bid not in compliance with the procedural requirements for submitting a Bid as set out in the cover letter to this Solicitation for Bids ("**SFB**"), shall be rejected. The City reserves the right to reject any or all Bids and/or to advertise for new Bids as well as the right to cancel this SFB. The City, however, reserves the right to waive minor irregularities and formalities. The City in its sole determination also reserves the right to establish a "cure" period, in the event that a Bidder or Bidders have not submitted the required Bid information for the purpose of obtaining complete Bid submittals and/or correcting other defects in a Bid. The City, in addition to previously stipulated reservations, reserves the right to disqualify any Bidder and reject any Bid submittal that is not, in the City's sole and absolute judgment, competent, experienced, or qualified to perform the work or service contemplated herein. The City also reserves the right to cancel this SFB.

D. Bidders Responsible For Bid

1. The Bidder shall carefully examine the entire contents of this SFB, including any attachments, addenda and the premises of the Airport, and

shall judge for itself all circumstances and conditions affecting the Bidder's Bid.

2. All information or data in this SFB and any subsequent addenda, while believed to be reliable, are 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

If a successful Bidder refuses or neglects to timely execute the Agreement with the City or fails to furnish timely the required insurance certificates, bonds, affidavits, or other required or requested documents or information within twenty (20) days after notice to the successful Bidder of the award, the Bid Bond submitted (if any) with the Bid shall 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 shall be available to the Bidder as a basis for the recovery of its deposit. The City may in its sole and absolute discretion, then award the Bid to the next lowest and best Bidder as determined by the City, if selected, who shall be subject to the same procedures and timetables as provided for herein. In the event the second lowest and best Bidder also refuses or neglects to timely execute the Agreement or fails to timely furnish the required insurance certificates, 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 to be construed or interpreted as a contract or a commitment of any kind on the part of 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 and terms of the Agreement to be awarded must be approved by the City's Airport Commission and its Board of Estimate and Apportionment.

3. **QUALIFICATIONS**

- A. Bidder must have a minimum of five (5) years of experience within the last five (5) years in providing cleaning services of the nature described in this solicitation to a large facility (over 1,000,000 square feet), 24 hours a day, 7 days a week, each day of the year. Bidder shall provide as a part of its Bid, a written synopsis, which illustrates that the Bidder has experience of the same nature described in this SFB and satisfies the minimum experience requirement of this SFB. (See Bidder's Checklist, Item 8)

- B. Bidder shall have the financial capability to perform the “Scope of Work” as described in Appendix A, Section 5 of this SFB and submit the last two (2) years financial statements, prepared in accordance with generally accepted accounting principals and with an independent CPA’s statement attached, if said CPA’s statement is available. Disclosure to include, at a minimum, a Balance Sheet, Statement of Changes in Financial Position, an Income Statement, and all accompanying footnotes. (See Bidder’s Checklist, Item 7.)
- C. Bidder and all proposed subcontractors must be qualified to do business in the State of Missouri at the time of execution of the Agreement and shall submit a current Certificate of Good Standing with 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, Item 9.)
- D. Bidder and all proposed subcontractors must possess a valid City of St. Louis Business License at the time of execution of the Agreement.
- E. Bidder shall submit at a minimum, three (3) business references, including contact name, telephone number, and address. These references must be from customers to whom the Contractor has provided A, B, C, D, & E Concourses, East Gates, Customs, & B/C Connector Cleaning Services of the same nature and type described in this SFB. (See Bidder’s Checklist Item 6.)
- F. The Bidder shall submit an employee manpower list showing number of employees to be used in each job class. The Bidder shall provide this information by completing **Exhibit D**, entitled “**MANPOWER LIST**,” and is attached hereto and incorporated herein (See Bidder’s Checklist, Item 13).
- G. The Bidder shall submit a list of all equipment (“**Equipment List**”) that the Bidder anticipates using in the performance of the services described herein. The Bidder’s list must indicate the equipment that the Bidder has on hand as well as the equipment the Bidder plans to acquire in order to perform the requested services. The Bidder shall provide this information by completing **Exhibit “E”**, which is attached hereto and incorporated herein. (See Bidder’s Checklist, Item 14.)

#### 4. INVESTIGATION OF CONDITIONS

- A. The Bidder is directed to investigate all conditions involved in the execution of the work contemplated herein, to carefully read the specifications, and to inform themselves fully of the conditions under which the work is to be performed. No additional compensations will be given to a Contractor who has failed to be informed of items prior to submitting a Bid or for a change in the Bidder’s circumstances.

- B. The submission of a Bid will be construed by the City to mean 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 Contractor shall furnish all supervision, labor, equipment, materials, and supplies for the cleaning services contemplated herein in accordance with the cleaning schedules as set out in Sections 5B through 5H below under and subject to the terms, covenants, and conditions of the Agreement. The Airport cleaning areas to be serviced under the Agreement are more fully described in the Exhibits listed below, which are attached hereto and are incorporated herein:

**“Scope of Work Exhibits:” Page 1 through Page 7. All square footage amounts noted thereon are for reference only, and are inexact. Contractor agrees that these Exhibits may be amended by the Director of Airports at any time.**

- B. Contractor acknowledges, stipulates, and agrees that general carpet care services on the Concourses, which include vacuuming, extraction, deep cleaning, and spot removal *are not included* in the services to be provided under the Agreement.
- C. Contractor acknowledges, stipulates, and agrees that during the hours of 6:00 a.m. until 10:00p.m., seven (7) days per week including Holidays the restrooms shall not be closed for cleaning.
- D. **CONCOURSE LEVEL CLEANING SCHEDULE**

**Daily: 6:00 A.M. until 10:00 P.M. – (7 days per week, including Holidays)**

1. **Rest Rooms and Family Assist Rooms (once every ½ hour, unless otherwise indicated)**
- a. Empty all trash and sanitary napkin containers. Remove contents of designated containers to recycling area, and contents of trash containers to compactor areas. **(every ½ hour or more frequently if needed)**
  - b. Spot clean wash basins, toilets, and urinals.
  - c. Spot clean walls, metal bright work, and mirrors.

- d. Pick up litter.
  - e. Spot mop floor.
  - f. Restock paper towels, toilet paper, hand sanitizer, and toilet seat covers as needed **(every ½ hour or more frequently if needed)**
  - g. Report repair items promptly to Airport Representative.
  - h. Complete Rest Room Inspection Verification Form.
2. Center Corridor Area **(once per shift unless otherwise indicated)**
- a. Empty and spot clean all trash containers **(every 2 hours)**.
  - b. Damp wipe water fountain.
  - c. Spot clean walls and metal bright work.
  - d. Spot clean spills and pick up litter from carpet and floors.
  - e. Wipe stainless steel railing of speed ramps **(twice per eight hour shift)**.
3. Telephone and Planter Areas **(once per shift unless otherwise indicated)**
- a. Empty and spot clean trash containers **(every 2 hours)**.
  - b. Damp wipe metal, vinyl, and Formica **(once per eight hour shift)**.
  - c. Spot clean spills and pick up litter from floors and carpet.
  - d. Spot clean walls.
  - e. Pick up litter.
  - f. Wipe railing and sweep behind planters.
4. Housekeeping and Trash Compactor Rooms **(once per eight hour shift unless otherwise indicated)**
- a. Spot clean floors and walls as required.
  - b. Pick up litter.
  - c. Take all empty cardboard boxes to an outside recycling container.



- d. Unblock trash chute and compactor as required.
5. Security Check Point Areas, secure side only **(every 2 hours)**
  - a. Empty trash containers.
  - b. Spot clean floors.
  - c. Pick up litter.
6. Porcelain Tile Floors **(all concourses)**
  - a. Spot mop spills as needed.
  - b. Clean and/or polish base molding. **(once per eight hour shift)**
7. C Concourse Gate Hold Rooms, C-25, C-27, C-28, C-29, and C-30 **(once per eight hour shift)**
  - a. Empty and spot clean all trash containers
  - b. Spot clean walls and metal bright work.
  - c. Spot clean spills and pick up litter from carpet and floors.
8. Elevators (car interiors, stairs, and vestibules) **(once per eight hour shift)**
  - a. Clean floors
  - b. damp wipe interior and exterior doors

**Daily: 10:00 P.M. until 6:00 A.M. – (7 days per week, including Holidays)**

1. Rest Rooms and Family Assist Rooms **(once per eight hour shift)**
  - a. Empty all trash and sanitary napkin containers. Remove contents of designated containers to recycling area, and contents of trash containers to compactor areas. **(every ½ hour or more frequently if needed)**
  - b. Wet mop tile floors with strong germicidal solution **(Special care should be taken to insure no mop build-up around the edges and corners).**

- c. Clean and disinfect the inside and outside of all toilets and urinals. Clean both sides of toilet seats. Clean sinks and countertops with a non abrasive cleaner containing bleach.
  - d. Clean and disinfect all urinal partitions.
  - e. Clean and polish all metal bright work including flush valves, pipes and mirrors.
  - f. Spot wash walls, door facings, wall areas around and under sinks, and towel dispensers.
  - g. Restock paper towels, hand soap, hand sanitizer, toilet seat covers, and toilet paper.
  - h. Report repair items to Airport Representative.
  - i. Remove gummed labels from walls and metal surfaces.
  - j. Remove graffiti from walls and surfaces.
  - k. Clean and sanitize sanitary napkin containers.
  - l. Clean all air vents.
  - m. Damp wipe pipe chase doors and door frames.
  - n. Damp wipe electric eyes for faucets and flush valves, with water only.
  - o. Complete Rest Room Inspection Verification Form.
2. **Center Corridor Area (once per eight hour shift)**
- a. Damp wipe and polish moving walkways.
  - b. Clean walls, floor, ceiling and air vent at water fountain area.
  - c. Empty trash containers as required.
  - d. Remove gummed labels from walls and metal surfaces.
  - e. Pick up trash, paper, and litter throughout concourse.

3. Telephone and Planter Areas (**once per eight hour shift**)
  - a. Damp mop floors.
  - b. Damp wipe metal, vinyl, and Formica.
  - c. Empty and clean trashcans as needed.
  - d. Clean all air vents and round metal pipes.
  - e. Remove all trash and debris from windowsills and behind planters.
4. Housekeeping and Trash Compactor Rooms (**once per eight hour shift**)
  - a. Wash and disinfect walls.
  - b. Wet mop and disinfect floors.
  - c. Wash and disinfect trash chute door – inside and outside.
5. Security Check Point Areas, secure side only (**once per eight hour shift**)
  - a. Empty trash containers.
  - b. Damp wipe check point equipment.
6. Porcelain Tile Floors (**once per eight hour shift**)
  - a. Wet mop tile floors with a strong germicidal solution (**Special care should be taken to insure no mop build-up around the edges and corners**).
  - b. Clean and/or polish base molding.
  - c. Remove gum, labels, and adhesive from all surfaces.

|               |
|---------------|
| <b>Weekly</b> |
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1. Fire Stairwells
  - a. Pick up litter.
  - b. Sweep stairs and landings.
  - c. Spot clean floors and walls as required.

- d. Report any stored items in stairwells to Airport Representative.
2. Rest Rooms and Family Assist Rooms
    - a. Clean drain cover and pour germicidal solution into floor drains to seal drain trap.
    - b. Machine scrub floors.
  3. Porcelain Tile Floors
    - a. Machine scrub tile floors.
  4. Clean and polish stainless steel base molding.
  5. Security Check Points
    - a. Machine scrub tile floors.

**Monthly**

1. Rest Rooms and Family Assist Rooms
  - a. Wash walls and remove mold/mildew from tile grout.
  - b. Dust and spot clean all air conditioning/heating and return air vents.
  - c. Clean ceilings and dust light fixtures.
  - d. Change deodorant cartridges in automatic dispensing units.
2. Center Corridor Area
  - a. Dust and spot clean air conditioning/heating and return air vents.
  - b. Damp wipe all doors and frames.
  - c. Dust and spot clean around air conditioning/heating duct at ceiling.
  - d. Dust center corridor lighting, sign faces and top of fixtures.

- e. Vacuum wall and vertical carpet surfaces up to 8 feet.
  - f. Dust top of columns on all concourses.
3. Telephone Areas
- a. Machine scrub tile floors.
4. Fire Stairwells
- a. Damp wipe doors and handrails.
  - b. Spot clean walls.
  - c. Wet mop stairs and landings.
  - d. Remove graffiti from walls and surfaces.
5. Expansion Joint
- a. Remove dirt build-up and clean all joint covers.

**Quarterly**

1. Center Corridor Areas & Security Check Point
- a. Damp wipe walls up to 8 feet.
  - b. Vacuum carpet and dust the inside of skylights above the speed ramps on C Concourse.

**Semi-Annually**

1. Center Corridor Areas
- a. Damp wipe walls above 8 feet.
  - b. Dust and spot clean ceiling beams on all concourses.
  - c. Dust ceilings.
  - d. Clean walls above the speed ramps on C Concourse.
  - e. Wash overhead air conditioner pipes on all concourses.

E. APRON LEVEL CLEANING SCHEDULE

**Daily: 6:00 A.M. until 10:00 P.M. (7 days a week, including holidays)**

1. **Rest Rooms (every 2 hours, unless otherwise indicated)**
  - a. Empty all trash and sanitary napkin containers. Remove contents of designated containers to recycling area, and contents of trash containers to compactor areas. **(every ½ hour or more frequently if needed)**
  - b. Spot clean wash basins, toilets, and urinals.
  - c. Spot clean walls, metal bright work, and mirrors.
  - d. Pick up litter.
  - e. Spot mop floor.
  - f. Restock paper towels, hand soap, hand sanitizer, toilet seat covers, and toilet paper.
  - g. Report repair items to Airport Representative.
  - h. Complete Rest Room Inspection Verification Form.
2. **Corridor (every 2 hours, unless otherwise indicated)**
  - a. Empty and spot clean all trash containers.
  - b. Damp wipe water fountain.
  - c. Spot clean walls and metal bright work.
  - d. Spot clean and remove gum from floors.
  - e. Damp mop floor **(as needed but, at least once each eight hour shift).**
3. **Trash Compactor Area (check every 2 hours)**
  - a. Unblock chute as needed
  - b. Pick up trash as needed.

- c. Remove all empty cardboard boxes to appropriate outdoor recycling container.
4. Elevators (stairs and vestibules) **(once per eight hour shift)**
- a. Clean floors
  - b. damp wipe exterior doors

**Daily: 10:00 P.M. until 6:00 A.M. – (7 days per week)**

1. Rest Rooms **(once per eight hour shift, unless otherwise indicated)**
- a. Empty all trash and sanitary napkin containers. Remove contents of designated containers to recycling area, and contents of trash containers to compactor areas. **(every ½ hour or more frequently if needed)**
  - b. Wet mop tile floors with strong germicidal solution **(Special care should be taken to insure no mop build-up around the edges and corners).**
  - c. Clean and disinfect the inside and outside of all toilets and urinals. Clean both sides of toilet seats. Clean sinks and countertops with a non abrasive cleaner containing bleach.
  - d. Clean and disinfect urinal partitions.
  - e. Clean and polish all metal bright work and mirrors.
  - f. Spot wash walls, door facings, wall areas around and under sinks, and towel dispensers.
  - g. Restock paper towels, hand soap, hand sanitizer, toilet seat covers, and toilet paper.
  - h. Report repair items to Airport Representative.
  - i. Clean and sanitize sanitary napkin containers.
  - j. Remove gummed labels and graffiti from walls and metal surfaces.
  - k. Complete Rest Room Inspection Verification Form.

2. Corridor (**once per eight hour shift**)
  - a. Damp mop floors and buff tile floor.
  - b. Remove gum.
  - c. Clean walls.
  - d. Empty and clean trash cans.
  - e. Remove gummed labels and graffiti from walls and metal surfaces.

**Weekly**

1. Rest Rooms
  - a. Machine scrub and wax floors.
  - b. Pour germicidal solution into floor drains to seal drain trap.
2. Trash Compactor Areas
  - a. Power wash floors, walls, and outside of compactor unit with cleaner/degreaser and disinfect. (**Do not spray directly on electrical controls.**)
3. Central Corridor
  - a. Machine scrub and wax tile floor.

**Monthly**

1. Rest Rooms
  - a. Wash walls and remove mold/mildew from tile grout.
  - b. Dust and spot clean air conditioning/heating and return air vents, ceilings and light fixtures.
2. Corridor
  - a. Dust and spot clean air conditioning/heating and return air vents.
  - b. Damp wipe all doors and frames.



- c. Dust and spot clean around air conditioning/heating duct at ceiling.
- d. Dust center corridor sign faces and top.
- e. Strip, mop and wax tile floor.

F. BAGGAGE MAKE-UP AREA [BELOW MAIN TERMINAL] CLEANING SCHEDULE

**Daily: 6:00 A.M until 10:00 P.M. (twice per eight hour shift, unless otherwise indicated)**

- 1. Rest Room and Storage Closet
  - a. Empty all trash and sanitary napkin containers. Remove contents of designated containers to recycling area, and contents of trash containers to compactor areas. **(every ½ hour or more frequently if needed)**
  - b. Spot clean wash basins, toilets, seat covers, and urinals.
  - c. Spot clean walls, metal bright work, and mirrors.
  - d. Pick up litter.
  - e. Spot mop floor.
  - f. Restock paper towels, hand soap, hand sanitizer, toilet seat covers, and toilet paper.
  - g. Report repair items to Airport Representative.
  - h. Complete Rest Room Inspection Verification Form.

**Daily: 10:00 P.M. until 6:00 A.M. (once per eight hour shift, unless otherwise indicated)**

- 1. Rest Rooms and Storage Closets
  - a. Empty all trash and sanitary napkin containers. Remove contents of designated containers to recycling area, and contents of trash containers to compactor areas **(every ½ hour or more frequently if needed).**

- b. Wet mop tile floors with strong germicidal solution. **(Special care should be taken to insure no mop build-up around the edges and corners).**
- c. Clean and disinfect the inside and outside of all toilets and urinals. Clean both sides of toilet seats. Clean sinks and countertops with a non abrasive cleaner containing bleach.
- d. Clean and disinfect urinal partitions.
- e. Clean and polish all metal bright work including flush valves, pipes and mirrors.
- f. Spot wash walls, door facings, wall areas around and under sinks, and towel dispensers.
- g. Restock paper towels, hand soap, hand sanitizer, toilet seat covers, and toilet paper.
- h. Report repair items to Airport Representative.
- i. Remove gummed labels and graffiti from walls and metal surfaces.
- j. Clean and sanitize sanitary napkin containers.
- k. Clean all air vents.

**Weekly**

- 1. Rest Rooms and Storage Closet
  - a. Pour germicidal solution into floor drain to seal trap.
  - b. Machine scrub floors.

**Monthly**

- 1. Rest Rooms and Storage Closet
  - a. Wash walls and remove mold/mildew from tile grout.
  - b. Dust and spot clean all air conditioning/heating and return air vents, ceiling and light fixtures.

G. CUSTOMS AREA [BELOW EAST GATES] CLEANING SCHEUDLE

**Daily: 6:00 A.M. until 10:00 P.M. (7 days per week, including Holidays)**

1. Rest Rooms **(every 2 hours, unless otherwise indicated)**
  - a. Empty all trash and sanitary napkin containers. Remove contents of designated containers to recycling area, and contents of trash containers to compactor areas. **(every ½ hour or more frequently if needed)**
  - b. Spot clean wash basins, toilets, and urinals.
  - c. Spot clean walls, metal bright work, and mirrors.
  - d. Pick up litter.
  - e. Spot mop floor.
  - f. Restock paper towels, hand soap, hand sanitizer, toilet seat covers, and toilet paper.
  - g. Report repair items to Airport Representative.
  - h. Complete Rest Room Inspection Verification Form.
2. Customs Open Area **(once per eight hour shift unless otherwise indicated)**
  - a. Empty and damp wipe all trash containers **(every 2 hours)**.
  - b. Damp wipe water fountain.
  - c. Spot clean walls and metal bright work.
  - d. Spot clean spills and pick up litter from carpet, floors and carousel.
  - e. Spot mop tile floor.
  - f. Dust and spot clean inspection stations and tables.
  - g. Wipe all metal railings.
  - h. Spot clean doors and frames.
  - i. Spot clean carousel as needed.

**Daily: 10:00 P.M. until 6:00 A.M. (7 days per week, including Holidays)**

1. Rest Rooms (**once per eight hour shift, unless otherwise indicated**)
  - a. Empty all trash and sanitary napkin containers. Remove contents of designated containers to recycling area, and contents of trash containers to compactor areas. (**every ½ hour or more frequently if needed**)
  - b. Wet mop tile floors with strong germicidal solution. (**Special care should be taken to insure no mop build-up around the edges and corners**).
  - c. Clean and disinfect the inside and outside of all toilets and urinals. Clean both sides of toilet seats. Clean sinks and countertops with a non abrasive cleaner containing bleach.
  - d. Clean and disinfect urinal partitions.
  - e. Clean and polish all metal bright work and mirrors.
  - f. Spot wash walls, door facings, wall areas around and under sinks, and towel dispensers.
  - g. Restock paper towels, hand soap, hand sanitizer, toilet seat covers, and toilet paper.
  - h. Report repair items to Airport Representative.
  - i. Clean and sanitize sanitary napkin containers.
  - j. Remove gummed labels and graffiti from walls and metal surfaces.
  - k. Complete Rest Room Inspection Verification Form.
2. Customs Open Area (**once per eight hour shift**)
  - a. Clean tile walls.
  - b. Damp wipe metal pipes and railing.
  - c. Damp wipe inspection station inside and outside.
  - d. Clean inspection tables.

- e. Clean glass partitions on inspection stations.
- f. Empty all trash containers.
- g. Clean all window frames, public area only.
- h. Report repairs to Airport Representative.

**Weekly**

- 1. Rest Rooms
  - a. Machine scrub and wax floors.
  - b. Pour germicidal solution into floor drains to seal drain trap.
- 2. Carousel and Carpeted Walls
  - a. Clean stainless steel and glass on carousel.
  - b. Vacuum carpeted wall in custom area.
- 3. Tile Floor
  - a. Machine scrub tile floor.

**Monthly**

- 1. Rest Rooms
  - a. Wash wall and remove mold/mildew from tile grout.
- 2. Customs Open Area
  - a. Dust and spot clean air conditioning/heating and return air vents.
  - b. Dust light, sign faces, and top of fixtures.

6. **ALTERNATE CLEANING SCHEDULE/ ADDITIONAL CLEANING WORK**

A. Alternate Cleaning (B and D Concourses, B/C Connector)

The Contractor, upon written request by the Airport Representative, shall provide cleaning services for the following areas: B Concourse, B/C Connector, and/or the D Concourse at the rates stated in Appendix "C". Nothing in this SFB shall be construed or interpreted to create an obligation of any kind whatsoever on the City for the City to order any alternate cleaning services.

B. Alcan Ceiling Cleaning

The Contractor shall clean the Alcan ceiling in Terminal 1 on concourse and apron levels, B/C connector, C and D concourses, and/or Customs waiting area as requested in writing by the Airport Representative. Nothing in this SFB shall be construed or interpreted to create an obligation of any kind whatsoever on the City for the City to order any alternate cleaning services.

7. **EXTRA WORK**

At the written request and direction of the Airport Representative, additional A, B, C, D, & E Concourses, East Gates, Customs, & B/C Connector Cleaning Services work or modifications or additions to the A, B, C, D, & E Concourses, East Gates, Customs, & B/C Connector Cleaning Services may be required. The fee or charge for such extra services shall be agreed upon up front in writing on a case by case basis as described in APPENDIX "A", Sections 9.L and 12.A of this SFB. For all work conducted under the Agreement, the total amount to be paid to the Contractor shall not exceed the total Contract Not-To-Exceed Amount of the Agreement. (See APPENDIX "A", Section 12. E.)

8. **TERM**

The term of the Agreement shall 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 2. The Agreement is expressly subject to, and shall not become effective or binding on the City until, fully executed by all signatories of the City. The commencement and expiration dates shall be as follows:

**"Commencement Date": April 1, 2011 "Expiration Date": March 31, 2014**

9. **ADMINISTRATIVE PROCEDURES**

- A. Before work under the Agreement commences, the Contractor will designate, by written notice to the Airport Representative, an experienced, competent and knowledgeable, full-time employee of the Contractor as the Contractor's "**Project Coordinator**". The Project Coordinator shall be fully authorized to act for the Contractor in all matters covered by the Agreement. The Contractor shall also furnish all supervisory personnel with copies of these specifications and shall make certain that all such personnel understand the provisions thereof.
- B. When necessary, or as requested by the Airport Representative, the Contractor shall make periodic reports and recommendations to the Airport Representative with respect to conditions, transactions, situations or circumstances encountered by the Contractor relating to the services to be performed under the Agreement.
- C. The Contractor's performance hereunder shall be in accordance with the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services contemplated by the Agreement. All work shall be executed in the most workmanlike, safe and substantial manner and everything shall be furnished by Contractor 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, shall not be attempted by common laborers.
- D. The Contractor shall 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 Contractor. (if applicable)
- E. Daily site clean-up shall be accomplished by the Contractor. This clean-up shall include the placing of material, tools, and equipment in a neat, safe, and orderly arrangement. Equipment must never be allowed to block access to existing facilities. Rubbish, debris, rubble, and garbage shall be properly removed daily and disposed of by the Contractor in accordance with all applicable local, state, and federal laws and regulations . The Contractor acknowledges, stipulates, and agrees that the City and its officers, agents, representatives, or employees shall not be responsible or liable for in any way whatsoever for any hazardous condition created by, arising out of, or incidental to the A, B, C, D, & E Concourses, East Gates, Customs, & B/C Connector Cleaning Services performed by the Contractor or its officers, employees, contractors, representatives, or agents under the Agreement. (See Appendix B, Section 1 entitled "Insurance and Indemnification.")
- F. The Contractor shall 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 Contractor shall give personal attention to the performance of the Agreement and shall furnish to the Airport Representative a listing of all employees (including subcontractor's employees) performing services under the Agreement. (See also Appendix B, Section 3 entitled "Assignment and Subcontracting") This listing of said employees shall be updated and maintained by the Contractor throughout the term of the Agreement. The Contractor shall be present, either in person, or have a duly authorized representative (i.e., Project Coordinator or supervisory personnel) at the site of the work continuously during working hours, throughout the progress of the work, to receive directions or furnish information. Any instructions or directions given to the Project Coordinator or supervisory personnel of the Contractor will be considered the same as given to the Contractor in person.
- H. Contractor, at its cost, shall be required to secure all necessary permits and/or licenses or approvals required or necessary to fulfill the provisions of the Agreement.
- I. The Contractor shall attend a pre-performance conference prior to commencement of any work under the Agreement. Said conference shall be after the date of Agreement execution, and prior to start of the work.
- J. 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 Contractor shall provide the Airport Representative with a work schedule which shall 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.)
- K. In case of an emergency, the Director, Operations Supervisor, or either of their representatives, shall have authority to order the Contractor to immediately terminate work and clear the area of personnel and equipment. The Contractor shall immediately comply to such an order with all possible speed.
- L. Any work not herein specified which may be fairly implied as included in the Agreement, of which the Director shall be the sole and absolute judge, shall be done by the Contractor without extra charge. The Contractor shall do all extra work ("**Extras**") that may be requested or ordered by the Director in writing. No claim for Extras shall be allowed in favor of the Contractor unless such Extras have been ordered in advance by written request of the Director. The Contractor shall furnish the Director with itemized bills for all items included under this heading, and such bills may be verified or audited by the City. All bills for Extras done in any month, shall be submitted to the Director, in writing, before the 15<sup>th</sup> day of the following month, and the amounts therein shall be in accordance with the daily time, material, and equipment statements duly approved by the Director. As proof of costs, the Contractor shall submit copies of itemized invoices received from the Contractor's approved subcontractor(s) which have been



previously reviewed and approved by the Contractor. Extras shall be paid for on the basis of a fixed amount and/or rate and/or charge to be agreed upon and approved by the Contractor and the Director in writing prior to such Extra Work being performed. (See Appendix A, Sections 7 and 12.A.).

- 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 this Agreement, and his decisions shall be final and conclusive, except as provided for in Appendix A, Sections 16.
- N. The City reserves the right to solicit bids and award contracts to other contractors for any modifications or additions to the A, B, C, D, & E Concourses, East Gates, Customs, & B/C Connector Cleaning Services. The City reserves the right to furnish components, parts, supplies, and materials at its discretion and/or to perform the work contemplated herein. (See Appendix A, Sections 12.B. and 27.G.)

## 10. **RULES AND REGULATIONS**

- A. Contractor warrants, represents, and agrees that the Contractor shall comply with all applicable federal, state and local governmental laws, codes, ordinances, and regulations as well as rules and regulations of the City and the Airport as they may be amended from time to time in performing the terms, covenants, and conditions of the Agreement and the work contemplated herein.
- B. The Contractor will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and 49 CFR Part 1500 as they may be amended from time to time. Any and all violations by the Contractor 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 Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. City shall be timely reimbursed (within ten (10) days of the City's request) for any such fines or penalties imposed on the City (See Appendix A, Section 23.E).
- C. The Contractor shall be responsible for the work of all subcontractors and agents, and all work shall be kept under the Contractor's control. A complete list of all such subcontractors shall be submitted to the Director for his prior written approval (See APPENDIX "B", Section 3 herein).
- D. The Contractor shall 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.

11. **REPAIR OF DAMAGE**

The Contractor shall promptly report any property of the City of St. Louis or third parties damaged by Contractor's operations or employees. The Contractor shall make no repairs or replacements to City property without the prior written approval of the Airport Director.

12. **PAYMENTS**

- A. The Contractor in accordance with the provisions of the Agreement shall submit to the Airport Representative, a monthly itemized invoice for A,B, C, D, & E Concourses, East Gates, Customs, & B/C Connector Cleaning Services performed hereunder as requested and directed by the Airport Representative. The monthly invoice shall state: a) Contract Number; b) Ordinance Numbers, c) date the work was performed, and d) the work performed including any Alternate Cleaning Services or Extra Work (See Appendix A, Sections 6 & 7). Payment for Extra Work ordered by the Director in writing shall be at the rates and amounts as provided for in APPENDIX "A," Sections 7 and 9.L.
- B. Payment for performance of the A, C, and E, Concourses, East Gates, and Customs Cleaning Services shall be made at 1/12 of the annual bid amounts outlined in Appendix "C". Payment for Alternate Cleaning Services (Alcan Ceiling, Concourse B, Concourse D, and B/C Connector) ordered by the Airport Representative in writing shall be made at the amounts set out in APPENDIX "C" (see Appendix A, Section 6). Payments for Extra Work ordered by the Director in writing shall be at the rates or amounts as provided for in Appendix "A," Sections 7 & 9.L. All payments shall be contingent upon the appropriations of sufficient funds by the City annually.
- C. Nothing in the Agreement shall be construed or interpreted to 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 9.N. and 27.G.)
- D. The Contractor represents, covenants, warrants and agrees to submit invoices for the services and work performed pursuant to the Agreement in a timely manner and as provided for in the Agreement. The Contractor hereby acknowledges and agrees that the City shall not be required or obligated to pay any invoice submitted to the City by the Contractor more than six (6) months after the expiration or earlier termination of the Agreement and/or be responsible for any costs or expenses incurred by the Contractor 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.

E. The total Contract Not-To Exceed Amount of the Agreement is \$\_\_\_\_\_.

13. **CLAIMS**

- A. The Contractor shall indemnify and save harmless the City, its officers, employees, and agents from all suits or actions brought against the City, its officers, employees or agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the Contractor, his employees, representative, or agents, in the performance of the work herein specified, or in consequence of any negligence in guarding the same, or any defective materials or equipment used, or by or on account of any act or omission of the said Contractor.
- B. The Contractor shall save harmless the City, its officers, employees, representatives, and agents from the payment of any and all claims or demands arising out of any infringement, alleged infringement, or use of any patent or patented device, article, system, arrangement, material or process used by the Contractor or its officers, employees, representative, or agent in the execution of the Agreement.

14. **REPLACEMENT OF PERSONNEL**

Contractor agrees to promptly replace the manager or any employee working under the Agreement should the Airport Director feel and recommend that such should be done for the good of the services being rendered. The Airport Director's decision shall be final and binding.

15. **PROHIBITED ACTS**

Contractor shall not do or permit to be done any act which:

- A. 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;
- B. 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;
- C. 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;

- D. Shall constitute a nuisance in or on the Airport or which may result in creation, commission, or maintenance of a nuisance in or on the Airport; or
- E. 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.
- F. If by reason of the Contractor's failure to comply with the provisions of this section, any fire insurance, extended coverage or rental insurance rate on the Airport, or any part thereof, or upon the contents of any building thereon shall be at any time higher than it otherwise would be, then the Contractor shall on demand, pay the City the increase in the cost of insurance premiums paid or payable by the Airport which shall have been charged because of such violation by the Contractor. For the purpose of this section, "Airport" includes all structures or improvements located thereon.

16. **RIGHT OF REVIEW**

Contractor shall have the right to take any decision or direction of the Airport Representative to the Director for his review and decision. The decision of the Director will be final and binding. All requests for review must be in writing and timely (within 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, Sections 9.M. and 21)

17. **GOVERNING LAW**

It is understood and agreed by and between the City and Contractor that the Agreement shall be deemed and construed to be entered into and to be performed in the City of St. Louis, State of Missouri, and it is further understood and agreed by and between parties hereto that the laws of the State of Missouri, and the City's Charter and Ordinances as they may be amended from time to time shall govern the rights, obligations, duties and liabilities of the parties to the Agreement and also govern the interpretation of the Agreement.

18. **WAIVERS OF LIEN**

Upon completion of work contemplated herein, and if requested by the City, the Contractor shall 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 shall be submitted on forms and executed in a manner acceptable to the Airport Representative. Contractor warrants, represents, and agrees not to 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.

19. **FACILITIES PROVIDED BY THE AIRPORT**

City, subject to and in accordance with the terms, covenants, and conditions of the Agreement, shall provide the right of ingress and egress to all areas herein specified in order for the Contractor to perform the work and services contemplated herein.

20. **PRECAUTIONARY MEASURES**

Contractor warrants, represents, stipulates, and agrees the Contractor shall exercise every precaution to prevent injury to persons or damage to property and avoid inconvenience to the City's travelers, licensees, and invitees, or airlines operating at the Airport, and/or other users of the Airport. Contractor shall without limiting the generality hereof, place such watchmen, erect such barricades and railings, give such warnings, display such lights, signals, or signs and exercise such precautions against fire, or electrocution, and take such other precautions as may be necessary, proper or desirable.

21. **INSPECTIONS**

- A. The Airport Representative shall at all times have free access to the work, as well as the equipment, and shops of the Contractor for the purpose of determining Contractor'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 Contractor meet with required standards and the Contractor will be required to timely and promptly make any improvements as required by the Airport Representative (See Appendix A, Section 9.M).
- B. The Airport Representative will determine the amount, classifications, acceptability, and fitness of all work to be done hereunder, and will decide all questions which may arise related to the proper performance of the Agreement, and his decisions shall be final and conclusive except as provided for in Appendix A, Section 16. Nothing herein shall be construed or interpreted to mean that the Contractor is an agent or representative of the City.

22. **STORAGE AND STAGING AREA**

- A. Location of storage and transfer area (“**Transfer Area**”) will be assigned by the Airport Representative in writing (if applicable). If assigned, the Transfer Area will be used for storage of the Contractor’s equipment and property, and shall be maintained by the Contractor at its cost and to the City’s standards as provided for in the Agreement. Assignment of the Transfer Area will be based on availability of space.
- B. The Contractor will be responsible for the security of its equipment and shall maintain and/or improve the Transfer Area as directed by the Airport Representative. The Contractor acknowledges, stipulates, and agrees that the City (including its officers, employees, agents or representatives) shall not be responsible or liable for any vandalism, theft, casualty, loss, or damages of any kind whatsoever to the Contractor’s equipment, parts, tools, or supplies.

23. **BADGING**

- A. The Contractor shall comply with all applicable federal, state and local governmental laws and regulations as well as rules and regulations of the Airport as may be amended from time to time.
- B. The Contractor at its cost shall supply to and update as needed for the Airport Police Security Operations Bureau, a list of the Contractor’s employees to be issued an Airport Employee Badge.
- C. The Contractor at its cost, if requested by the City, shall provide verification of a five (5) to ten (10) year employee background check of each employee to be issued an Airport Employee Badge.
- D. The Contractor shall, when requested and ordered by the Airport Representative, schedule with the Airport Police Security Operations Bureau to have each employee, to be issued an Airport ID Badge, fingerprinted, for a criminal history check. This process shall be used to issue Airport Identification Badges to all Contractor employees assigned to work with the Security Identification Display Area (“**SIDA**”). The Contractor shall maintain at all times adequate control of said identification badges. All employees issued identification badges will be required to attend the SIDA class offered by the Airport Police. The Contractor shall bear the cost of providing badges (presently \$40.00 per badge) for the Contractor’s employees working under the Agreement. The cost for the fingerprinting of each employee to the Contractor shall be approximately Forty Dollars (\$40.00). The Contractor shall bear the costs of all Contractor employees attending the SIDA class. Replacement cost for lost, stolen, or damaged identification badges will be the sole responsibility of the Contractor.

- E. The Contractor shall be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1542 as they may be amended from time to time. Any and all violations by the Contractor or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. The City shall be timely 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).

24. **UNIFORMS**

Contractor, at its costs, shall provide uniforms for all its employees assigned to the Airport. Such uniforms are to bear the company's name and be approved by the Airport Representative in writing.

25. **PERFORMANCE & PAYMENT BOND**

- A. At the time of executing of the Agreement, the Contractor shall immediately execute a Performance Bond and a Payment Bond each in the amount of Seven Hundred & Fifty Thousand Dollars (\$750,000) with surety satisfactory to the City conditioned on the full and faithful performance of all terms, covenants, and conditions of the Agreement to be executed. Affirmation by the Surety Company to execute the Performance Bond and the Payment Bond must be executed by Attorney-In-Fact for the surety company before a Notary Public licensed by the State of Missouri. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.
- B. A copy of the Performance Bond and the Payment Bond, in a form acceptable to the City, shall be given to the Airport Representative for approval before the work of the Agreement begins.
- C. Bidder shall submit along with the Bidder's Bid, a completed "Proposal To Bond Form" executed by the Bidder's Surety Company or a Proposal To Bond on the Surety Company's stationary. (See Bidder's Checklist Item 2 and the attached "Proposal to Bond Form".)

26. **MISSOURI UNAUTHORIZED ALIENS LAW**

- A. Requirements: Bidders are hereby advised that the Agreement that will be executed with the successful Bidder pursuant to this SFB is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the “**Missouri Unauthorized Aliens Law**”). As a condition for the award of the Agreement, the successful Bidder, shall, pursuant to the applicable provisions of the Missouri Unauthorized Aliens Law, **by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Agreement. The successful Bidder shall also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement pursuant to the Missouri Unauthorized Aliens

Law. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit “C”** entitled “Affidavit”. Each Bidder must submit the attached “Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration” with its Bid (see attached **Exhibit “B”**, incorporated herein). 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/or 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 shall promptly and timely deliver a fully executed original of the Affidavit (see Exhibit “C”) 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 <http://ago.mo.gov/faqs/unauthorized-alien-workers.htm>. Information regarding E-Verify can be found on U.S. Citizenship and Immigration Services’ web site at <https://verify.uscis.gov/enroll/>.

27. **GENERAL PROVISIONS**

- A. The Contractor is, and at all times hereunder, shall be and remain an independent contractor and nothing herein shall be interpreted or construed to mean that the Contractor or any of its employees or agents is an employee or agent of the City.
- B. The Contractor shall coordinate the services performed under the Agreement with the Airport Representative designated by the Airport Director.



- C. The Agreement shall be the entire agreement and no amendment or modification shall be made unless in writing and signed by the parties hereto.
- D. The City of St. Louis and the Contractor agree that the Agreement and all contracts entered into under the provisions of the Agreement shall be binding upon the parties hereto and their successors and permitted assigns.
- E. A waiver by either party of the terms, covenants, or conditions hereto to be performed, kept, or observed by the other party shall not be construed as, or operate as, a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of the Agreement. Any waiver by either party must be in writing and signed by the party waiving.
- F. The Contractor shall keep and maintain such records and reports as are necessary for the City to determine compliance with the obligations of the Agreement. Such records shall be maintained by the Contractor 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, in order to determine compliance with the Agreement. (See Appendix B, Section 7 entitled "Right To Audit Clause")
- G. Contractor acknowledges, understands, stipulates, and agrees that the City retains the right to receive bids and award contracts on any modifications, deletions, or additions to the A, B, C, D, & E Concourses, East Gates, Customs, & B/C Connector Cleaning Services contemplated herein. In addition, the City shall retain the right to furnish materials or supplies at its discretion, or perform for itself, any work contemplated herein. (See Appendix A, Sections 9.N. and 12.B.)
- H. No alderman, commissioner, director, board member, officer, employee or other agent of the City shall be personally liable under or in connection with the Agreement.
- I. Neither party shall be deemed in violation of the Agreement, if it is prevented from performing any of the obligations hereunder 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 27K.)
- J. In the event any term, covenant, condition, or provision ("**Provision**") herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision shall in no way affect any other Provision, herein contained, provided the invalidity of such Provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid Provisions of the Agreement.

- K. Time is of the essence in the Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of the Agreement.
- L. The parties affirm each has full knowledge of the Provisions and requirements contained in the Agreement. As such, the Provisions of the Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed, in the interpretation of the Agreement or any amendments, modifications or exhibits thereto.
- M. Unless otherwise expressly provided for herein, when the consent, approval, waiver, release, or certification (“**Approval**”) of either party is required under the terms of the Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the City’s Director of Airports or his/her authorized or designated representative.

28. **PRE-BID CONFERENCE**

A pre-bid conference will be held on Wednesday, October 27, 2010 at 10:00 A.M. in the Airport Properties Division Conference Room, Main Terminal, Room MTN 2450. **Pre-Bid Conference attendance is voluntary, but highly recommended.** If you have questions regarding the conference or wish to attend, please contact the Airport Properties Division at 314-426-8184.

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

**APPENDIX "B"**

**GENERAL SPECIFICATIONS  
(A, B, C, D, & E CONCOURSES, EAST GATES, CUSTOMS, & B/C CONNECTOR  
CLEANING SERVICES)**

**1. INSURANCE AND INDEMNIFICATION**

- A. The Contractor, at its expense, at all times during the term hereof, shall cause St. Louis County, the City and its Board of Aldermen, the Airport Commission, officers, agents and employees and the Contractor to be insured **on an occurrence basis** against all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of the Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors pursuant to the Agreement under the following types of coverage:
1. Comprehensive General Liability;
  2. Comprehensive Automobile Liability (any vehicles, including owned, hired and non-owned).
- B. **The minimum limits of coverage for the above classes of insurance shall equal a single limit of Two Million Dollars (\$2,000,000.00) comprised of such primary and excess policies of insurance as the Contractor finds it feasible to purchase during the term of the Agreement** and shall name the City, and its Board of Alderman, the Airport Commission, officers, employees, and agents (the "CITY", as used in this Section) as an "Additional Insured". Prior to execution of the Agreement, Contractor shall provide certificates of said insurance to the Airport Representative in form and content satisfactory to the City.
- C. Such liability insurance coverage shall also extend to damage, destruction and injury to CITY owned or leased property and CITY personnel, and caused by or resulting from work, acts, operations, or omissions of Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors and, contractual liability insurance sufficient to cover Contractor's indemnity obligations hereunder. The CITY shall have no liability for any premiums charged for such coverage, and the inclusion of the CITY as an Additional Insured is not intended to, and shall not make the CITY a partner or joint venturer with Contractor in its operations hereunder. Each such insurance policy shall provide primary coverage to the CITY when any policy issued to the CITY provides duplicate or similar coverage and in such circumstances, the CITY's policy will be excess over Contractor's policy.

- D. The Contractor shall protect, defend, and hold City, and its Board of Aldermen, the Airport Commission, and their respective officers, agents and employees completely harmless 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/or the use or occupancy of the City's premises and/or the acts or omissions of Contractor's officers, agents, employees, contractors, subcontractors, licensees, invitees, or independent contractors regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City. The Director or his/her designee shall give to Contractor reasonable notice of any such claims or actions. The Contractor shall also use counsel reasonably acceptable to the City Counselor of the City or his/her designee, after consultation with the Director or his/her designee, in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of the Agreement.
  
- E. The Contractor shall maintain at least at the statutory requirements, such insurance in full force and effect to protect the Contractor, its employees, agents and representatives from claims under Workmen's Compensation Acts, claims for damages of personal injury and death, and for damages to property arising in any manner from the negligent or wrongful acts or failures to act by the Contractor, its employees, agents, and representatives in the performance of the service covered by the Agreement.

2. **CANCELLATION**

- A. The City retains the right to cancel the Agreement immediately upon written notice to the Contractor, if the Contractor should fail to properly keep any term, covenant or condition of the Agreement; or, if the quality of service should fall below the specified standards; or, if the Contractor should willfully fail to render the amount of service required.
  
- B. The Contractor shall have the right to cancel the Agreement upon ten (10) days written notice to the City, without penalty, if the City should fail to keep any of the provisions of the Agreement.
  
- C. Either party shall have the right to cancel the Agreement without cause upon ten (10) days written notice to the other party with no liability to the canceling party and such a cancellation shall be deemed a no fault cancellation.

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

3. **ASSIGNMENT AND SUBCONTRACTING**

- A. Contractor shall 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 90 days prior to any contemplated assignment of the Agreement, Contractor shall submit a written request to the City along with a copy of the proposed assignment agreement. The City reserves the right to refuse without cause or justification, such requests. No assignment shall be made or shall be effective unless Contractor shall not be in default on any of the other terms, covenants, and conditions herein contained. The party to whom such assignment is made shall expressly assume in writing the terms, covenants, and conditions of the Agreement. The parties to the Agreement understand and agree that the Contractor is and shall remain responsible for the performance of its assigns under the Agreement. No assignment shall 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.
- B. Contractor shall not subcontract and/or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director of Airports. At least 60 days prior to any contemplated subcontracting of service or work or the transfer of any part of the services or work to be performed hereunder, Contractor shall submit a written request to the Director of Airports. This request must include a copy of the proposed subcontract or agreement. The City reserves the right to refuse without cause or justification, such requests. At a minimum, any sub-contract or agreement must expressly require strict compliance with the terms, covenants, and conditions of the Agreement. The Contractor shall furnish all authorized subcontractors or agents a copy of the Agreement. The parties understand and agree that the Contractor is responsible for the performance of its subcontractors or agents under the Agreement. No subcontract or any other agreement shall 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.
- C. Any such assignment or transfer or subcontracting of services without the consent of the City, as provided for above, shall constitute default on the part of the

Contractor under the Agreement. No action or failure to act on the part of any officer, agent, or employee of the City shall constitute a waiver by the City of this provision.

4. **AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION**

- A. Contractor agrees during performance under the Agreement, that discrimination will not be permitted against any employee, worker, or applicant for employment because of race, creed, color, religion, national ancestry or origin.
- B. Contractor agrees during performance under the Agreement, that all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, national origin or ancestry.
- C. Contractor agrees during performance under the Agreement, that should it be determined by the Contractor or City that Contractor will be unable to conform to the approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, will notify the Fair Employment Division of the St., Louis Council on Human Relations within ten days as to the steps to be taken by the Contractor to achieve the provisions of this program.
- D. Contractor will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- E. In the event of the Contractor's non-compliance with the nondiscrimination clauses of the Agreement, or to furnish information or permit records and accounts to be inspected, within twenty days from the date requested, the Agreement may be canceled, terminated, or suspended in whole or part and Contractor may be declared ineligible for further City contracts for a period of one year, by the option of the City; provided further in the event the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Contractor shall have no claim for any damages against the City.
- F. Contractor further agrees that these clauses (A through E) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Contractor 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.

- G. Whenever the Contractor is sued or threatened with litigation by a subcontractor vendor, individual, group or association, as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, such contractor shall notify the City Counselor in writing of such suit or threatened suit within ten days.
- H. The Contractor must submit evidence from the City's Civil Rights Enforcement Agency (CREA) stating that Contractor has complied with the City's requirements for an affirmative action program as required by the Mayor's Executive Order on Equal Opportunity in Employment. Both CREA Forms attached hereto and incorporated herein must be completed and included with the Bid. (See Bidder's Checklist, Item 3)

5. **PREVAILING WAGE AND FRINGE BENEFITS**

The Contractor warrants, represents, and agrees that all employees and subcontractor's employees performing any work under and subject to the terms of the Agreement at the Airport shall be paid 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 ex seq., as amended, except for any person engaged in an executive, administrative or professional capacity. This Section 5 is in accordance with and is subject to City Ordinance No. 62124.

6. **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION**

A. Definitions:

As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise" or "WBE" are defined as follows:

1. "Minority Business Enterprise" or "MBE" means a small business concern as defined in Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a minority or, in the case of a corporation, at least 51 percent of the stock or which is owned by one or more individuals who are minorities; and whose management and daily business operations are controlled by one or more individuals who are Asian American, Black American, Hispanic American or Native American; and located in the Metropolitan St. Louis Area.
2. "Women Business Enterprise" or "WBE" means a small business concern as defined in the Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a woman or, in the case of a corporation, at least

51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more individuals who are women; and located in the Metropolitan St. Louis Area.

B. Policy:

It is the policy of the City of St. Louis Airport Authority to ensure the maximum utilization of minority and women's business enterprises in contracting 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 subrecipients through the competitive bidding process. The provisions of this Policy shall apply to all contracts awarded by the City, its departments and agencies and to all recipients of City funds or City-administered government funds and shall be liberally construed for the accomplishments of its policies and purposes.

C. Goal:

A goal of 25 % MBE and 5 % WBE utilization has been established in connection with the Agreement. This goal is based on the original Agreement amount and remains in effect throughout the term of the Agreement. If an award of the Agreement is made and the MBE/WBE participation is less than the Agreement goal, the Contractor shall continue good faith efforts throughout the term of the Agreement to increase MBE/WBE participation and to meet the Agreement goal. **Please note: Contractors which have been certified as either an MBE or WBE are still required to fill both goals. In addition, Contractors which have been certified as an MBE and a WBE can only be used to fulfill either the MBE goal or the WBE goal, not both goals.**

D. Obligation:

1. The Contractor agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis Airport Authority provided under the Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by the City of St. Louis Airport Authority.
2. A current Directory of M/W/DBE certified firms is available online at <http://www.mwdbe.org> under the Business Profile Directory link. A paper copy of the Directory may be requested at the Airport DBE Programs Office, Lambert – St. Louis International Airport®, P.O. Box 10212, St. Louis, Missouri 63145 or by calling (314) 426-8111.



E. Eligibility:

Contractor should contact the City of St. Louis Airport Authority DBE Program Office to obtain a list of eligible MBEs/WBEs and to determine the eligibility of the MBE/WBE firms it intends to utilize in the Agreement.

F. Counting MBE/WBE Participation Toward Goals:

MBE/WBE participation towards the attainment of the goal will be credited on the basis of the total subcontract prices agreed to between the Contractor and subcontractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan. ***Firms must be certified prior to the bid opening in order to be used to fulfill the participation goals.***

G. Post Award Compliance:

If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Contractor of the responsibility to continue good faith efforts to maximize participation of MBEs/WBEs during the term of the Agreement.

H. Substitution of MBE/WBE Firms After Award:

1. The Contractor shall conform to the scheduled amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Contractor shall immediately notify the City of St. Louis Airport Authority DBE office prior to replacement of the firm.
2. Substitutions of MBE/WBE must be approved in writing by the Director. (See Appendix B, Section 3.B.) Substitutions of MBE/WBE will be allowed only when the MBE/WBE has failed to perform due to a default (material breach) of its subcontract or agreement. Contractor understands, warrants, and agrees that it shall not cancel or terminate its agreement with the MBE/WBE without cause and shall timely forward supporting documentation substantiating the cause of the default or termination to the Director for review.

I. Good Faith Efforts:

When the M/WBE goals cannot be met, the bidder shall document and submit justification utilizing the Contractor's Good Faith Efforts Report form and provide a statement as to why the goals could not be met. The quality and intensity of the contractor's good faith efforts will be evaluated by the City. The contractor must

demonstrate the good faith efforts taken to meet the M/WBE goals, including but not limited to the following:

1. Efforts made to select portions of the work proposed to be performed by M/WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE participation. Selection of portions of work are required to at least equal the goal for M/WBE utilization specified in the contract.
2. Written notification at least (14) calendar days prior to the opening of bids, soliciting individual M/WBEs interested in participation in the contract as a subcontractor, regular dealer, manufacturer, consultant, or service agency and for what specific items or type of work.
3. Written notification to disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of M/WBEs, of the type of work, supplies, or services being considered for M/WBEs on this contract.
4. Efforts made to negotiate with M/WBEs for specific items of work including evidence on:
  - a. The names, addresses, telephone numbers of M/WBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the M/WBEs to determine with certainty whether the M/WBE is interested. Personal or phone contacts are expected.
  - b. A description of the information provided the M/WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
  - c. A statement of why additional agreements with M/WBEs were not reached, and
  - d. Documentation of each M/WBE contacted but rejected and the reasons for the rejection.
5. Absence of any agreements between the contractor and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other bidders.
6. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.

7. Documentation that qualified M/WBEs are not available, or not interested.
8. Attendance at any meeting scheduled by the user department, or the SLDC to encourage better contractor-subcontractor relationships, forthcoming M/WBE utilization opportunities (i.e. pre-bid, workshops, seminars), etc.
9. Advertisement, in general circulation media, trade association publications, disadvantaged-focused media, of interest in utilizing M/WBEs and area of interest.
10. Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of M/WBEs.
11. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.
  - a. M/WBE unable to provide performance and/or payment bonds.
  - b. Rejection of reasonable bid based on price.
  - c. M/WBE would not agree to perform items of work at the unit bid price.
  - d. Union versus nonunion status.
  - e. Contractor normally would perform all or most of the work of the contract.
  - f. Solicitation by mail only.
  - g. Restricting to only those general group of items which may be listed in proposal under such headings "Items Subcontractible to M/WBE firms".
12. The demonstration of good faith efforts by the contractor must, in the end, prove the contractor had actively and aggressively sought out M/WBEs to participate in the project.
13. The information provided will be evaluated to determine if the low bidder is responsive. All the information provided must be accurate and complete in every detail. The apparent low bidder's attainment of the M/WBE goal or demonstration of good faith effort will assist in determining the award of the contract.

J. Award Procedure and Documentation:

The Contractor is required to submit with its bid the following information to demonstrate the Contractor's intended participation by MBEs or to demonstrate that good faith efforts have been made to attain the MBE/WBE goal. The information to be furnished shall consist of:

1. The names and addresses of the MBE/WBE firms to be used on contract.
2. A list of bid items of work to be performed by the MBE/WBE.
3. The dollar value of the work to be performed or goods and services provided by the MBE/WBE or the Contractor's Good Faith Efforts Report and a statement as to why the goal could not be met.

K. Record Keeping Requirements:

The Contractor shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City of St. Louis Airport Authority to determine compliance with the MBE/WBE contract obligations. The City of St. Louis Airport Authority reserves the right to investigate, monitor and/or review actions, statements, and documents submitted by any contractor, subcontractor, or MBE/WBE.

L. Reporting Requirement:

The Contractor shall submit quarterly reports on MBE/WBE involvement to the City of St. Louis Airport Authority DBE Office. Actual payments to MBEs/WBEs will be verified. These reports will be required until all MBE/WBE subcontracting activity is complete or the MBE/WBE goal has been achieved.

M. Applicability Of Provisions To MBE/WBE Contractors:

These provisions are applicable to all contractors including MBE/WBE contractors. If the MBE/WBE contractor intends to sublet any portion of the Agreement, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

7. **RIGHT TO AUDIT CLAUSE**

- A. The Contractor's "records" shall be open to inspection and subject to audit and/or 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.

B. The Contractor's "**records**" as referred to in the Agreement shall 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 shall also include, but 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 shall 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 Contractor records which may have a bearing on matters of interest to the City in connection with the Contractor's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation of:

1. Contractor's compliance with the terms, covenants, and conditions 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 Contractor or any of its payees or subcontractors, if any.

## 8. LIVING WAGE

A. Living Wage Requirements: Bidders are hereby advised that the City's Living Wage Ordinance 65597 ("**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 A – 1**, 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 attached "Living Wage Acknowledgment and Acceptance Declaration" with its Bid. 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 contract and the imposition of additional penalties as set forth in the Ordinance and Regulations.

- B. Living Wage Compliance Provisions: The Agreement to be awarded under the SFB is subject to the St. Louis Living Wage Ordinance Number 65597 (“**Ordinance**”) and the “**Regulations**” associated therewith as may be amended from time to time, which are incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Contractor hereby warrants, represents, stipulates, and agrees to comply with these measures:
1. Minimum Compensation: Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to the Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (See **Exhibit A – 1**, attached and incorporated herein). The initial rate shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living Wage Bulletin is issued.
  2. Notification: Contractor shall provide the Living Wage Bulletin to all employees together with a “Notice of Coverage”, in English, Spanish, and other languages spoken by a significant number of the Contractor’s employees within thirty (30) days of contract execution for existing employees and within thirty (30) days of employment for new employees.
  3. Posting: Contractor shall post the Living Wage Bulletin, together with a “Notice of Coverage”, in English, Spanish, and other languages spoken by a significant number of the Contractor’s employees, in a prominent place in a communal area of each worksite covered by the Agreement.
  4. Subcontractors – Contractor hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.
  5. Term of Compliance – Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to the Agreement is being performed by Contractor’s employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.
  6. Reporting: Contractor shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
  7. Penalties: Contractor acknowledges and agrees that failure to comply with any

provision of the Ordinance and/or Regulations may result in penalties specified in the Ordinance and/or Regulations, which penalties may include, without limitation, suspension or termination of the Agreement, forfeiture and/or repayment of City funds, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.

**BID FORM**



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

**APPENDIX "C"**

**BIDS FOR  
A, B, C, D, & E CONCOURSES, EAST GATES, CUSTOMS, & B/C CONNECTOR  
CLEANING SERVICES**

The Undersigned, \_\_\_\_\_, acting on behalf of \_\_\_\_\_, the Contractor, 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 terms, covenants, conditions, and provisions of the Agreement.

The amount to be paid to the Contractor shall be determined by the charges or rates listed below. The charges or rates shall include all labor, personnel, supervision, equipment, supplies, tools, parts, and materials required to properly perform the A, B, C, D, & E Concourses, East Gates, Customs, & B/C Connector Cleaning Services contemplated herein as ordered and directed by the City and in accordance with the provisions of the Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Federal I.D. #

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

**APPENDIX "C"  
RATES AND CHARGES**

**A, B, C, D, & E CONCOURSES, EAST GATES, CUSTOMS, & B/C CONNECTOR  
CLEANING SERVICES**

**YEAR 1**

|                                 |                 |          |
|---------------------------------|-----------------|----------|
| "A" Concourse Cleaning Services | \$ _____        | Annually |
| "C" Concourse Cleaning Services | \$ _____        | Annually |
| "E" Concourse Cleaning Services | \$ _____        | Annually |
| East Gates Cleaning Services    | \$ _____        | Annually |
| Customs Cleaning Services       | \$ _____        | Annually |
| <b>TOTAL ANNUAL BID</b>         | <b>\$ _____</b> |          |

**BID FOR ALTERNATE CLEANING SERVICES:**

|                                   |          |              |
|-----------------------------------|----------|--------------|
| "B" Concourse Cleaning Services   | \$ _____ | Per Cleaning |
| "B/C" Connector Cleaning Services | \$ _____ | Per Cleaning |
| "D" Concourse Cleaning Services   | \$ _____ | Per Cleaning |
| Alcan Ceiling Cleaning Services   | \$ _____ | Per Cleaning |

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**APPENDIX "C"  
RATES AND CHARGES**

**A, B, C, D, & E CONCOURSES, EAST GATES, CUSTOMS, & B/C CONNECTOR  
CLEANING SERVICES**

**YEAR 2**

|                                 |                 |          |
|---------------------------------|-----------------|----------|
| "A" Concourse Cleaning Services | \$ _____        | Annually |
| "C" Concourse Cleaning Services | \$ _____        | Annually |
| "E" Concourse Cleaning Services | \$ _____        | Annually |
| East Gates Cleaning Services    | \$ _____        | Annually |
| Customs Cleaning Services       | \$ _____        | Annually |
| <b>TOTAL ANNUAL BID</b>         | <b>\$ _____</b> |          |

**BID FOR ALTERNATE CLEANING SERVICES:**

|                                   |          |              |
|-----------------------------------|----------|--------------|
| "B" Concourse Cleaning Services   | \$ _____ | Per Cleaning |
| "B/C" Connector Cleaning Services | \$ _____ | Per Cleaning |
| "D" Concourse Cleaning Services   | \$ _____ | Per Cleaning |
| Alcan Ceiling Cleaning Services   | \$ _____ | Per Cleaning |

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**APPENDIX "C"  
RATES AND CHARGES**

**A, B, C, D, & E CONCOURSES, EAST GATES, CUSTOMS, & B/C CONNECTOR  
CLEANING SERVICES**

**YEAR 3**

|                                 |                 |          |
|---------------------------------|-----------------|----------|
| "A" Concourse Cleaning Services | \$ _____        | Annually |
| "C" Concourse Cleaning Services | \$ _____        | Annually |
| "E" Concourse Cleaning Services | \$ _____        | Annually |
| East Gates Cleaning Services    | \$ _____        | Annually |
| Customs Cleaning Services       | \$ _____        | Annually |
| <b>TOTAL ANNUAL BID</b>         | <b>\$ _____</b> |          |

**BID FOR ALTERNATE CLEANING SERVICES:**

|                                   |          |              |
|-----------------------------------|----------|--------------|
| "B" Concourse Cleaning Services   | \$ _____ | Per Cleaning |
| "B/C" Connector Cleaning Services | \$ _____ | Per Cleaning |
| "D" Concourse Cleaning Services   | \$ _____ | Per Cleaning |
| Alcan Ceiling Cleaning Services   | \$ _____ | Per Cleaning |

**BIDDER'S CHECKLIST**  
**(Required Submittals)**

1. \_\_\_\_\_ **Signed Original Bid Form (Appendix C)**
2. \_\_\_\_\_ **Proposal To Bond Form (See Appendix A, Section 25)**
3. \_\_\_\_\_ **Completed CREA Forms (See Appendix B, Section 4.H)**
4. \_\_\_\_\_ **Completed M/WBE Utilization Forms**
5. \_\_\_\_\_ **Completed M/WBE Contractor's Good Faith Efforts Form**
6. \_\_\_\_\_ **List of References (See Appendix A, Section 3E)**
7. \_\_\_\_\_ **Financial Statements (See Appendix A, Section 3B)**
8. \_\_\_\_\_ **Synopsis of Bidder's experience on similar projects (as defined in Appendix A, Section 3A)**
9. \_\_\_\_\_ **State of Missouri Certificate of Good Standing (See Appendix A, Section 3C)**
10. \_\_\_\_\_ **Signed Authorized Submission Form**
11. \_\_\_\_\_ **Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration (See Appendix A, Section 26)**
12. \_\_\_\_\_ **Living Wage Acknowledgment & Acceptance Declaration (See Appendix B, Section 8)**
13. \_\_\_\_\_ **Employee manpower list (See Appendix "A," Section 3F and Exhibit D)**
14. \_\_\_\_\_ **Equipment List**

**\*\*Please Note: Failure to provide any of the above items may result in non-acceptance of the Bidders bid package.**

**Proposal To Bond Form**

**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 25, PERFORMANCE 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 \_\_\_\_\_

**PERFORMANCE AND PAYMENT BONDS**

- A. At or prior to the execution of the Agreement, the Contractor shall execute a Performance Bond and a Payment Bond (two separate bonds) each in the amount of Seven Hundred & Fifty Thousand Dollars (\$750,000.00) with surety satisfactory to the City conditioned on the full and faithful performance of all terms, covenants, and conditions of the Agreement. Affirmation by the Surety Company to execute said bonds must be executed by an Attorney-in-Fact for the surety company before a Notary Public licensed by the State of Missouri. The Payment Bonds shall comply with the coverage requirements and conditions of Section 107.170 RSMo. Any sum or sums derived from said Performance Bonds and/or Payment Bonds shall be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.
- B. A copy of the bonds, in a form acceptable to the City, shall be given to the Airport Representative for review and approval before the Contractor performs any work under the Agreement.
- C. Bidder shall submit along with the Bidder's Bid, a completed "Proposal To Bond Form" executed by the Bidder's Surety Company or a Proposal To Bond on the Surety Company's stationary. (See Bidder's Checklist Item 2)

**CREA FORMS**



**CITY OF ST. LOUIS**

**CIVIL RIGHTS ENFORCEMENT AGENCY**

906 OLIVE, SUITE 1100 \* THE FRISCO BUILDING \* ST. LOUIS, MISSOURI 63101 \* (314) 622-3301

**CONTRACTOR'S COMPLIANCE REPORT**

**I. FIRM DESCRIPTION**

Firm Name \_\_\_\_\_  
 and \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Chief Executive Officer \_\_\_\_\_  
 Title \_\_\_\_\_  
 Letting No. \_\_\_\_\_ FOR \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

| Evaluation (Leave Blank)                      |       |
|---|-------|
| <input type="checkbox"/> Compliance           | _____ |
| <input type="checkbox"/> Non-Compliance       | _____ |
| <input type="checkbox"/> Suggested Follow Up: | _____ |
| <input type="checkbox"/> Referral:            | _____ |

**II. POLICIES AND PRACTICES**

- A. Is it this company's policy to recruit, hire, train, upgrade, promote, and discipline persons without regards to race, sex, color, age, religion, or national origin?
- B. To whom has responsibility been assigned to develop procedures which will assure that this policy is understood and carried out by managerial, administrative, and supervisory personnel?  
 Name \_\_\_\_\_ Position \_\_\_\_\_
- C. Has this company notified all recruitment sources that all qualified applicants will be considered for employment without regard to race, sex, color, age, religion, or national origin?
- D. When advertising is used does it specify that all qualified applicants will be considered for employment without regard to race, sex, color, age, religion, or national origin?
- E. Does this company have bargaining agreements with employee organizations?
- F. If yes, have such organizations been notified of the company's responsibility to comply with the non-discrimination clause as it applies to apprentices and all other employees?
- G. Has the company notified all of its subcontractors of their obligation to comply with the non-discrimination clauses?

| YES | NO |
|-----|----|
|     |    |
|     |    |
|     |    |
|     |    |
|     |    |
|     |    |
|     |    |
|     |    |

**H. Identity of Employee Organizations**

International Union

Local Number

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe any other actions taken which show that all employees are recruited, hired trained, and promoted without regard to their race, sex, color, age, religion, or national origin?

CITY OF ST. LOUIS

CIVIL RIGHTS ENFORCEMENT AGENCY

906 OLIVE, SUITE 1100 \* THE FRISCO BUILDING \* ST. LOUIS, MISSOURI 63101 \* (314) 622-3301

COMPLIANCE EVALUATION FORM

FOR

GENERAL AND SUB-CONTRACTORS

Firm Name \_\_\_\_\_

Address \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Name and Title of Person completing this form:

\_\_\_\_\_

Contract No: \_\_\_\_\_ For: \_\_\_\_\_

1. Identify employee organizations which will be utilized in performance of captioned contract. If labor organization, give name of International Union and Local Number:

INTERNATIONAL UNION

LOCAL NUMBER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Estimated number of persons to be used in performing this contract. Breakdown by labor of craft category (refer to Question #1 above and minority group designation:

LABOR CATEGORY

TOTAL

MINORITY

(Black, Asian, Native, Hispanic)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Compliance Evaluation Form for General and Sub contractors

3. Indicate date work will commence on contract, anticipated duration of project, and estimated completion date.

---

---

---

4. Person a representative should contact when conducting a job site survey:

---

5. List total number of employees hired in the last six (6) months by job category and minority group status.

| JOB CATEGORY | TOTAL | MINORITY<br>(Black, Asian, Native, Hispanic) | NUMBER OF THESE MINORITY<br>HIRES RETAINED |
|--------------|-------|--|--|
| <hr/>        | <hr/> | <hr/>  | <hr/>                                      |
| <hr/>        | <hr/> | <hr/>  | <hr/>                                      |
| <hr/>        | <hr/> | <hr/>  | <hr/>                                      |
| <hr/>        | <hr/> | <hr/>  | <hr/>                                      |
| <hr/>        | <hr/> | <hr/>  | <hr/>                                      |

Date: 

---

---

 Company Representative



**MBE/WBE UTILIZATION PLAN**

**ST. LOUIS AIRPORT AUTHORITY  
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE UTILIZATION PLAN**

CONTRACT NAME: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

The Contractor shall utilize and require all subcontractors to utilize the maximum number of certified minority and women owned business enterprises (MBE/WBEs) possible and will purchase materials and supplies from minority and women owned business enterprises to the maximum extent feasible, and to this end, the Contractor will inform each subcontractor of this requirement.

The Contractor shall utilize the services and/or supplies to be provided by the following certified minority and women owned business enterprises in the execution of this contract.

NOTE: Firms must be certified prior to bid opening, in order to count towards the City's MBE/WBE goals.

| <b>FIRM NAME</b>      | <b>CERTIFYING</b>        | <b>BID ITEM(S) OF WORK</b>                     | <b>BID</b>    |
|-----------------------|--------------------------|--|---------------|
| <b>ADDRESS</b>        | <b>AGENCY</b>            | <b>TO BE PERFORMED/<br/>MATERIALS SUPPLIED</b> | <b>AMOUNT</b> |
| <b>PHONE NUMBER</b>   | <b>CERT. DATA</b>        |  |               |
| <b>CONTACT PERSON</b> | <b>CATEGORY</b>          |  |               |
| <b>FEDERAL ID NO.</b> | <b>CERTIFICATION NO.</b> |  |               |
| (a)                   | (b)                      | (c)  | (d)           |
|                       |                          |  |               |
|                       |                          |  |               |
|                       |                          |  |               |
|                       |                          |  |               |

TOTAL DOLLAR AMOUNT OF CONTRACT: \$ \_\_\_\_\_  
 TOTAL DOLLAR AMOUNT OF MBE SUBCONTRACTS: \$ \_\_\_\_\_ PERCENT MBE: \_\_\_\_\_  
 TOTAL DOLLAR AMOUNT OF WBE SUBCONTRACTS: \$ \_\_\_\_\_ PERCENT WBE: \_\_\_\_\_

NOTE: The dollar amount of subcontracts for materials and supplies, under most circumstances, may only be counted at 20% of the total contract amount.

\_\_\_\_\_  
CONTRACTOR AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

**MBE/WBE CONTRACTOR'S GOOD FAITH EFFORTS FORMS**

**ST. LOUIS AIRPORT AUTHORITY  
 MBE/WBE ENTERPRISE UTILIZATION  
 CONTRACTOR'S GOOD FAITH EFFORTS REPORT**

CONTRACT NAME: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

In addition to the minority and women owned business enterprises (MBE/WBEs) that are listed and proposed for utilization on this contract, the following MBE/WBEs were also contacted regarding this contract. However, the contractor is unable to utilize these firms for the reason indicated below:

| FIRM NAME<br>ADDRESS, PHONE #<br>CONTACT PERSON | BID ITEM(S)<br>SUPPLIES, SERVICES, OR<br>MATERIALS FOR WHICH<br>A BID WAS REQUESTED | BID AMOUNTS | DATE & METHOD<br>OF SOLICITATION | COMMENTS<br>REASON REJECTED |
|---|---|-------------|----------------------------------|-----------------------------|
|   |   |             |                                  |                             |
|   |   |             |                                  |                             |
|   |   |             |                                  |                             |
|   |   |             |                                  |                             |
|   |   |             |                                  |                             |

CONTRACTOR AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**MINORITY/WOMEN BUSINESS ENTERPRISE UTILIZATION  
CONTRACTOR'S GOOD FAITH EFFORTS REPORT (continued)**

Please indicate those efforts you made to maximize the participation of minority and women business enterprises (MBE/WBEs) on this contract.

|   | YES | NO |
|---|-----|----|
| Attend the pre-bid conference held on this contract.  |     |    |
| Selected portions of work proposed to be performed by MBE/WBEs in order to increase the likelihood of meeting the stated goals.   |     |    |
| Solicited individual MBE/WBEs by written notification at least (14) calendar days prior to bid opening to participate in the contract as a subcontractor, supplier, manufacturer, consultant, or service agency for specific items or types of work.  |     |    |
| Notified, in writing, organizations which provide assistance in recruitment and placement of MBE/WBEs of the type of work, supplies, or services being considered on this contract.   |     |    |
| Made efforts to negotiate with MBE/WBEs for specific items of work.   |     |    |
| Made efforts to assist MBE/WBEs that requested assistance in obtaining bonding, insurance, or line of credit required to participate in the contract.   |     |    |
| Advertised in general circulation media, trade association publications, and MBE/WBE focused media for MBE/WBEs to participate on this contract.  |     |    |
| Publication: _____ Date _____   |     |    |
| List the minority and women community organizations; contractor's groups; local, state, and federal minority and women business assistance offices; and other organizations that provide assistance in recruitment of MBE/WBEs you contacted related to achieving maximum participation of MBE/WBEs on this contract. |     |    |
| Please note the name of the person contacted and the date of contact.   |     |    |
| Organization: _____   |     |    |
| Contact Person: _____   |     |    |
| Date: _____   |     |    |
| Organization: _____   |     |    |
| Contact Person: _____   |     |    |
| Date: _____   |     |    |

## GOOD FAITH EFFORTS DOCUMENTATION

### A. Pre-Award Good Faith Efforts

A determination of “good faith efforts” becomes necessary before the award of the contract if the low bidder cannot meet the project M/WBE goals. Good faith efforts should be aggressive and sincere for the specific project and go far beyond the pro forma or simple paperwork exercises. Efforts should include written communication, personal contact, follow-up and earnest negotiations with M/WBEs. Good faith efforts must occur prior to bid opening. Documentation of a bidder’s good faith efforts should minimally consist of the following:

1. A reasonable number of relevant M/WBEs were contacted.

**In order to satisfy the requirement for a “reasonable” number of firms to contact, it is required that the prime contractor contact M/WBE firms listed in the Directory as having an interest in performing the types of work for which bids are being sought. It is expected that all such firms be contacted. The necessity of contacting firms located considerable distances from the work site will depend on such factors as the size of the contract, number of work items, the nature of the work and whether results of previous contacts were satisfactory. Additionally, the contact should be made to allow sufficient time for the M/WBEs to respond in writing if they so desire.**

2. The work selected by the bidder for allocation to M/WBEs was chosen in order to increase the likelihood of achieving the City’s M/WBE goals.

**Prime contractors must attempt to match the work to be subcontracted to the types of work M/WBE firms are capable of performing. Prime contractors must utilize the Directory for assistance in identifying categories of work for which M/WBE firms are readily available.**

3. The bidder negotiated in good faith with the potential M/WBEs by not imposing any conditions which are not imposed on all other subcontractors or by denying benefits ordinarily conferred on subcontractors for the type of work in which bids are solicited.

**A prime contractor must not require M/WBE subcontractors to submit bids in a more restricted time frame than is afforded non-M/WBE subcontractors. Additionally, there must be no other “special” requirements or demands placed on an M/WBE firm that are not required of non-M/WBE firms.**

4. Services of the City and its supportive services contractors (MOKAN and CAP) were used by the bidders in the effort to reach the contract goal.

**If a prime contractor is experiencing difficulty in attaining the contract goal, the SLAA and the City’s supportive services contractor must be contacted. They are familiar with certified firms in their area and are aware of what types of work they usually perform. Prime contractors must provide documentation of the fact that the SLAA and the City’s supportive services contractor were contacted. The documentation must include the name of the person(s) contacted, the date of contact and the response.**

B. Reasons Often Cited For Failing To Meet The City's M/WBE Goals

1. Lack of response to solicitation—When M/WBE firms do not respond to solicitation, it is necessary to provide the City with appropriate documentation such as the names of firms contacted and whether or not follow-up contact was made.
2. Bid price too high—The City does not require a prime contractor to accept an unreasonable bid. A prime contractor may reject an M/WBE bid when it can be clearly demonstrated that no reasonable price can be obtained from an M/WBE firm. A determination of reasonable price is based on such factors as the City's estimate for the specific subcontract item(s), the prime contractor's bid and the bids received from potential subcontractors. An M/WBE bid for a subcontract will be considered reasonable if their bid does not exceed by more than 10%, the average of the City's estimate, the prime contractor's bid and other bids received. For the SLAA to be able to make this analysis, a tabulation or spread sheet of all bids received must be submitted. The SLAA may modify this process in certain situations.
3. The prime contractor is not satisfied with the quality of work or the competency of an M/WBE firm—If a prime contractor feels that a particular firm is unable to perform certain categories of work at an acceptable level, documentation must be supplied. Such documentation will be thoroughly reviewed before any consideration will be given to waive the goal.
4. The project contains too few items to subcontract—It is possible that a project has changed substantially since the time the goal was established by the City. If the prime contractor feels that the project contains too few items which can be subcontracted, the prime contractor must provide a rationale to support this position.

C. Evidence of M/WBEs contacted

The following information must be submitted in order to document initial and follow-up contact:

1. An Initial Bid Solicitation List indicating the names of the firms contacted, date of contact, type of work for which bids were solicited, method of contact, e. g. , letter (specify if regular, express or registered mail), telephone or face-to-face contact, whether or not a response was received and summary of the response. The solicitations shall contain at least the project identification, project location, types of work for which quotations are sought, the date, time and place for which quotations are due, location of plans and specifications, name and telephone number for a contact person with the bidder, etc.
2. Copies of all Contact Letters If the prime contractor contacts M/WBE firms by letter, the letter must clearly encourage participation and specifically define the types of work for which bids are being sought.
3. A Follow-Up Telephone Log Follow-up telephone contact must accompany all types of initial contact. A telephone log must be submitted indicating the individual contacted, date of contact and response.

4. In addition to the required elements which must be shown by the bidder to demonstrate good faith efforts, the bidder may submit any other relevant information which supports the waiver request, including but not limited to the following:
  - a. The bidder attended the City's Pre-Bid Conference scheduled to inform M/WBEs of contracting and subcontracting opportunities.
    1. If a prime contractor is experiencing difficulty in attaining the contract goal, the SLAA and the City's supportive services contractor must be contacted. They are familiar with certified firms in their area and are aware of what types of work they usually perform. Prime contractors must provide documentation of the fact that the SLAA and the City's supportive services contractor were contacted. The documentation must include the name of the person(s) contacted, the date of contact and the response.
  - b. Notice of pre-bid meetings are published in general circulation media. These meetings can be very beneficial to the prime contractor in meeting and finding firms to contact.
  - c. That the historical track record of the bidder discloses a meaningful effort on the part of the bidder to achieve the goal of the program on City contracts.
    1. If a prime contractor has a history of consistently meeting the goals and seldom requesting waivers, this type of background may reflect favorably as to the prime contractor's level of efforts to secure participation. However, efforts on the current contract must meet good faith requirements.

D. Post Award Good Faith Efforts

1. Post award "Good Faith" efforts can be defined as efforts taken by the prime contractor to meet the M/WBE goal after the contract has been awarded. Once the Utilization Plan is approved by the SLAA, M/WBE firms cannot be changed or replaced by other M/WBE firms without:
  - a. Good cause (such as M/WBE firm being unable or unwilling to perform), and;
  - b. Prior approval by the SLAA and the Contracting Agency.
2. Even if quantities for pay items which are subcontracted to M/WBE firms are decreased or completely deleted by the City, it is still the prime contractor's responsibility to meet the M/WBE goal. The prime contractor should try to subcontract other work to M/WBE firms to meet the M/WBE goal. All efforts to secure additional M/WBE participation should be documented. On the date the contractor becomes aware that the M/WBE goal may not be met, the amount of contract work left at that point must be carefully reviewed to determine available work which may be subcontracted to M/WBE firms.

3. Efforts to secure additional M/WBE participation must include the following:

- a. Contact the SLAA for assistance.
- b. Contact the City's supportive services contractor for assistance.
- c. Keep a list of firms contacted, date of contact, type of work for which bids were solicited, method of contact (letter, telephone, face-to-face) and responses. If M/WBE firms were not utilized, an explanation and suitable documentation must be provided.
- d. A follow-up telephone log which indicates the firms, date contacted and response received.
- e. Submit additional M/WBE participation and/or documented efforts to the Contracting Agency, Managing Department and the SLAA for approval to proceed.
- f. Please refer to the Pre-Award section on the good faith efforts for more details and explanation regarding good faith efforts.
- g. Since every situation is considered unique, depending on the pertinent facts, each request is evaluated on its own merits.
- h. Simply submitting the documentation in the format specified and following the necessary steps for demonstrating Good Faith Efforts does not guarantee that a waiver will be approved. The SLAA must be convinced that the contractor exercised diligence in seeking firms for subcontracting in order to meet the contract goal.
- i. No changes to a contractor's approved M/WBE Utilization Plan may be made without prior approval from the SLAA, the Managing Department and the Contracting Agency.

**AUTHORIZED SUBMISSION FORM**

**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.

Submitted by:

\_\_\_\_\_  
(Firm Name)

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title) (Date)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

**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:** \_\_\_\_\_

**EXHIBIT A-1**

**LIVING WAGE ADJUSTMENT BULLETIN**

## EXHIBIT A-1

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### ST. LOUIS LIVING WAGE ORDINANCE

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### LIVING WAGE ADJUSTMENT BULLETIN

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#### NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2010

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 **\$11.33** 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 **\$14.68** 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) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$3.35** 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, 2010**. 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 <http://www.mwdbe.org/livingwage> or obtained from:

City Compliance Official  
Lambert-St. Louis International Airport  
Certification and Compliance Office  
P.O. Box 10212  
St. Louis, Mo 63145  
(314) 426-8111

Dated: March 31, 2010

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**EXHIBIT "B"**

**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 contract or agreement that will be executed with a successful Bidder pursuant to this solicitation is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, 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. 2000, as amended. I am authorized to make the above representations on behalf of the Bidder.

**AUTHORIZED REPRESENTATIVE CERTIFICATION:**

\_\_\_\_\_  
Signature

**Name (Printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT "C"**

**AFFIDAVIT**

**(Missouri Unauthorized Aliens Law)**

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 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, 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 D**  
**Employee Manpower List**



## MANPOWER LIST

Each Bidder will provide a list of employees to be used per shift by class, the number of male and female employees per shift, a breakdown of number employees per concourse or combined areas per shift, and staffing to accomplish monthly, quarterly, semi-annual, and alternate cleaning schedule contained in Appendix "A." ANY CHANGES TO THE MANPOWER LIST SUBMITTED BY THE CONTRACTOR MUST BE APPROVED IN ADVANCE BY THE AIRPORT REPRESENTATIVE IN WRITING. Note: During the hours of 6AM until 10PM the restrooms will not be closed for cleaning.

Total number of employee's anticipated \_\_\_\_\_ (Please show total number of Male, Female, and Supervisory Employees)

| Area                      | 6:00 a.m. - 2:00 p.m. |   |   | 2:00 p.m. - 10:00 p.m. |                 |   | 10:00 p.m. - 6:00 a.m. |   |                 |   |   |   |
|---------------------------|-----------------------|---|---|------------------------|-----------------|---|------------------------|---|-----------------|---|---|---|
|                           | Total Employees       | M | F | S                      | Total Employees | M | F                      | S | Total Employees | M | F | S |
| A Concourse               |                       |   |   |                        |                 |   |                        |   |                 |   |   |   |
| C Concourse               |                       |   |   |                        |                 |   |                        |   |                 |   |   |   |
| Terminal 2 (Secure Side)  |                       |   |   |                        |                 |   |                        |   |                 |   |   |   |
| East Gates (E29 - E31)    |                       |   |   |                        |                 |   |                        |   |                 |   |   |   |
| Customs                   |                       |   |   |                        |                 |   |                        |   |                 |   |   |   |
| Apron Level (A Concourse) |                       |   |   |                        |                 |   |                        |   |                 |   |   |   |
| Bag Make-Up               |                       |   |   |                        |                 |   |                        |   |                 |   |   |   |
| Total Employees Per Shift |                       |   |   |                        |                 |   |                        |   |                 |   |   |   |

M = Male Employee      F = Female Employee      S = Supervisor, Acct. Mgr., Proj. Mgr.

**Exhibit E**  
**Equipment List**



**SCOPE OF WORK EXHIBITS**

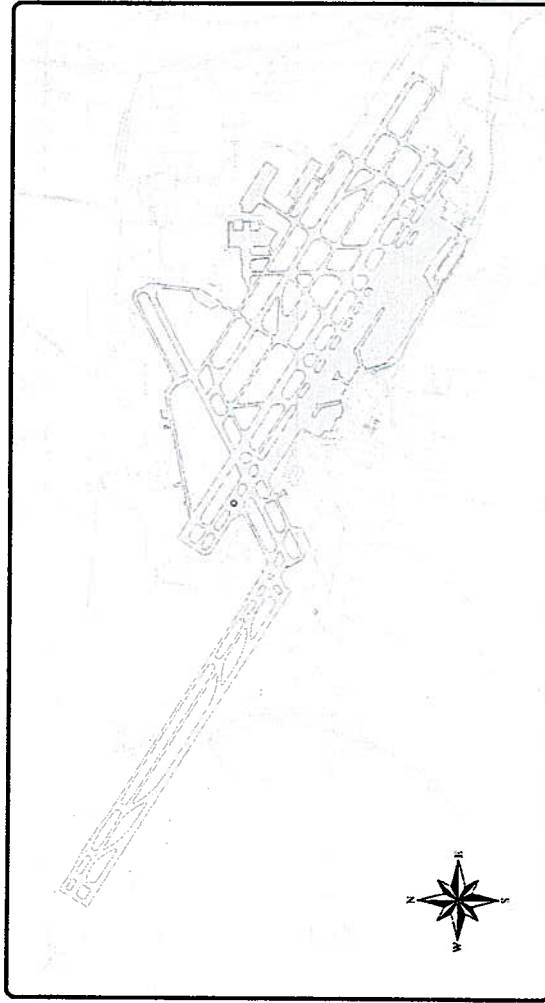


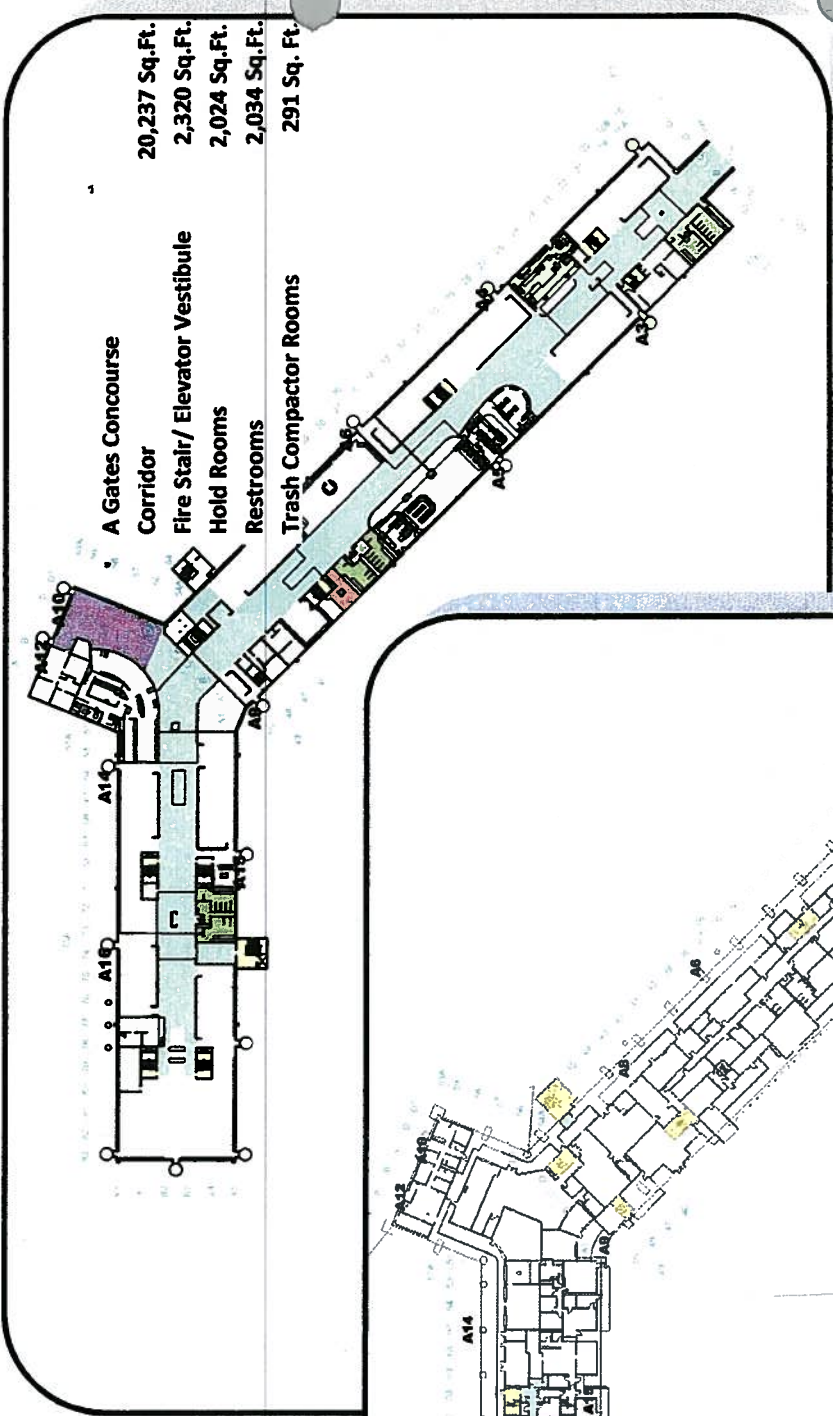
# LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT



## Cleaning Exhibits

September, 2010





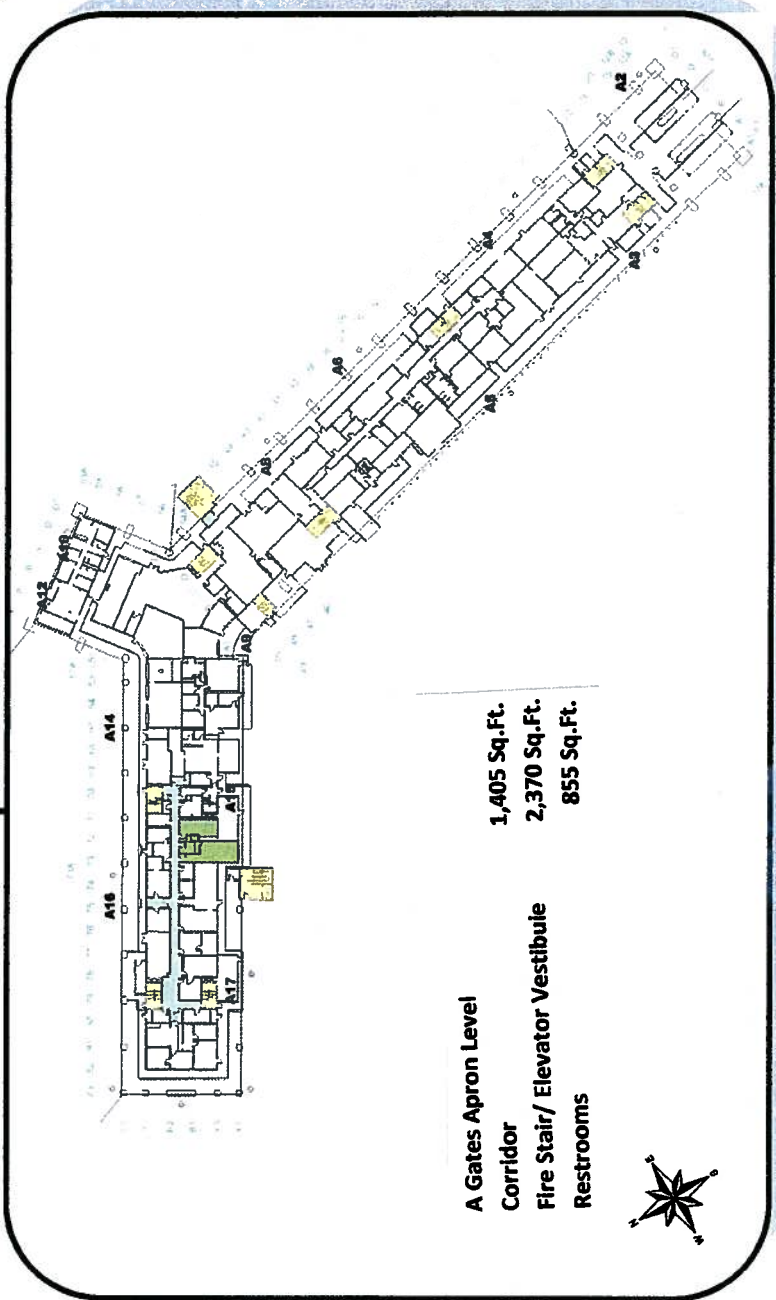
**Legend**

**Type**

- Corridor
- Fire Stair, Elev. Vestibule
- Hold Rooms
- Restrooms
- Trash Compactor Room

- 20,237 Sq.Ft.
- 2,320 Sq.Ft.
- 2,024 Sq.Ft.
- 2,034 Sq.Ft.
- 291 Sq. Ft.

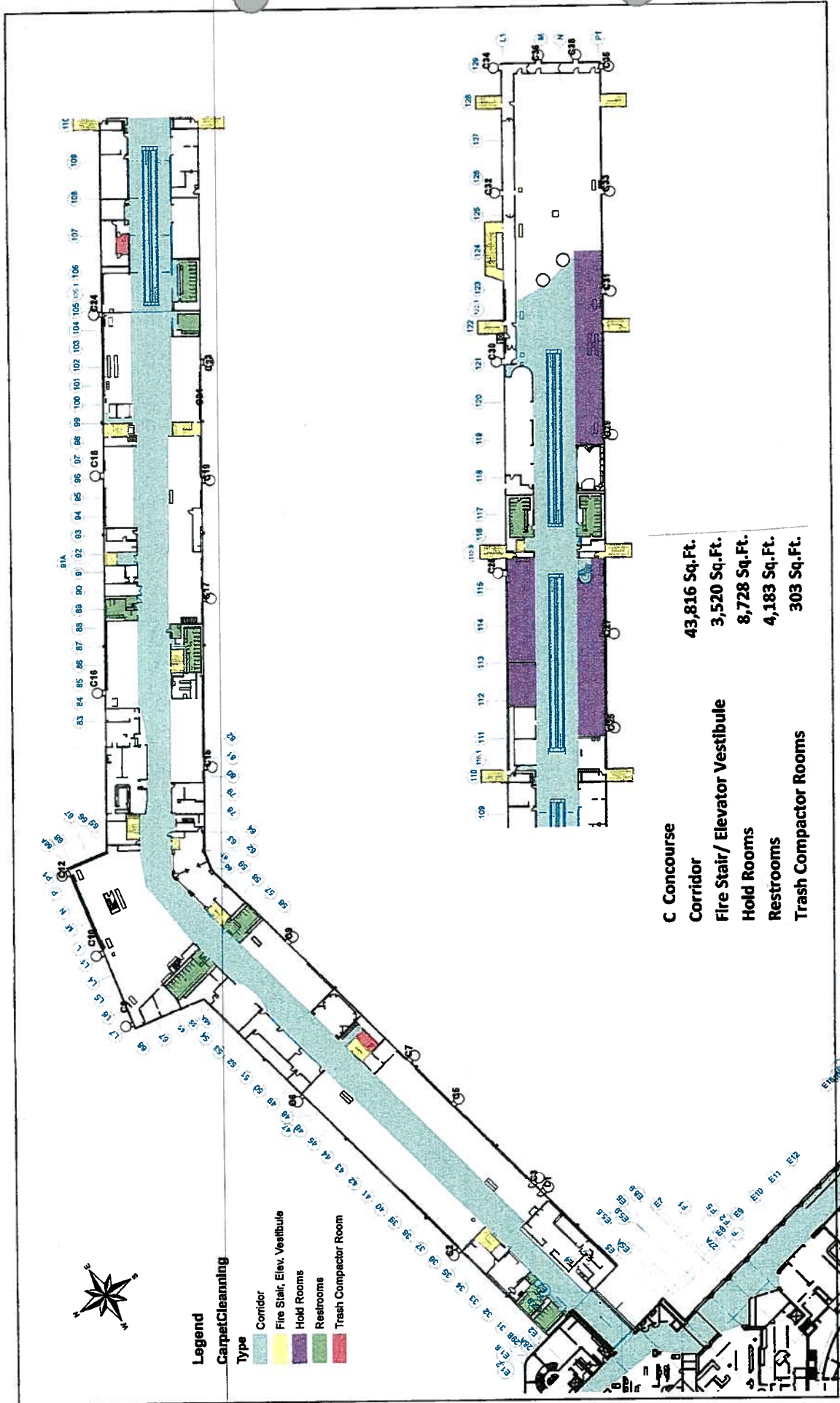
- A Gates Concourse
- Corridor
- Fire Stair/ Elevator Vestibule
- Hold Rooms
- Restrooms
- Trash Compactor Rooms

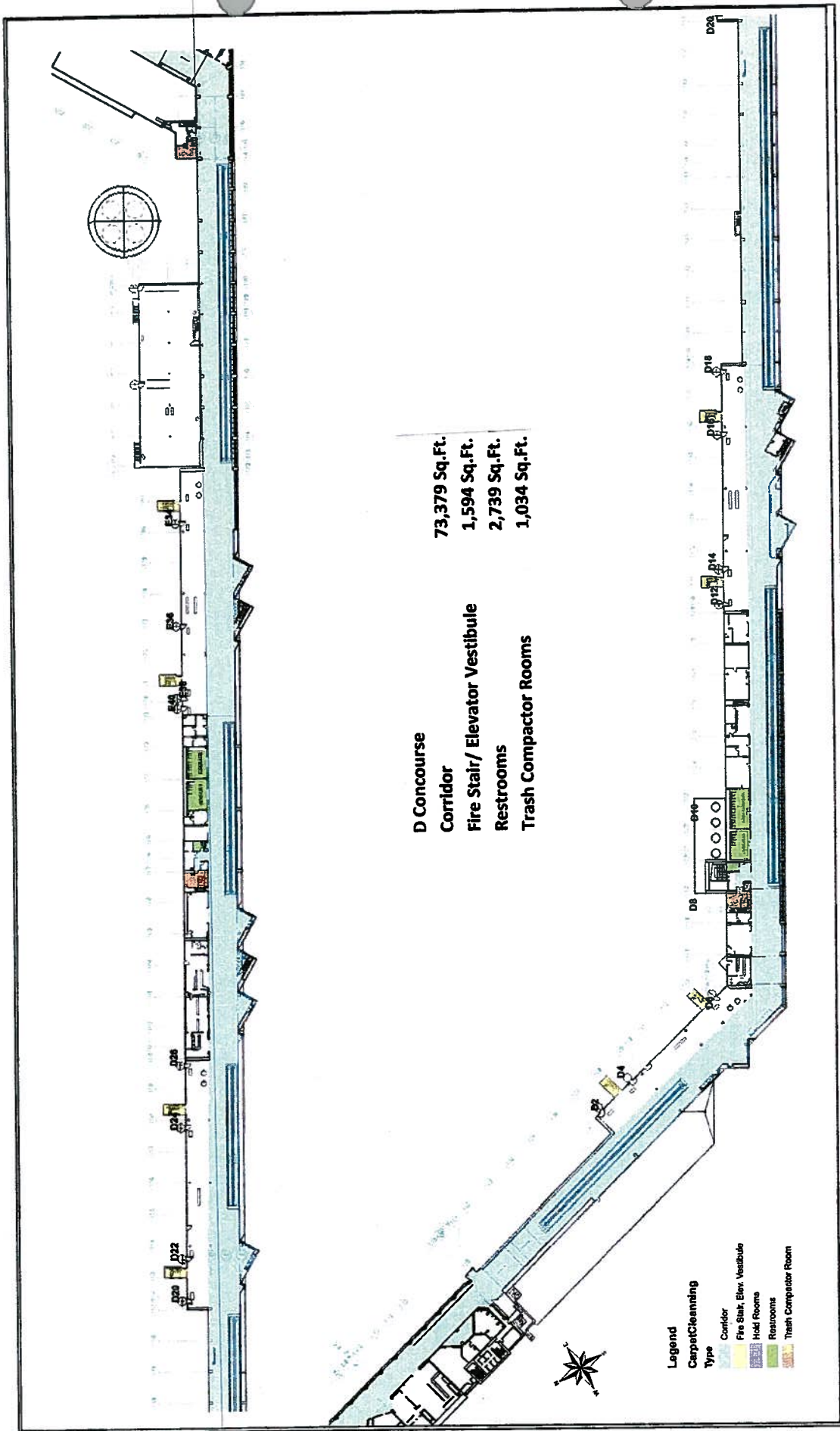


- A Gates Apron Level
- Corridor
- Fire Stair/ Elevator Vestibule
- Restrooms

- 1,405 Sq.Ft.
- 2,370 Sq.Ft.
- 855 Sq.Ft.









**LAMBERT-ST. LOUIS  
INTERNATIONAL AIRPORT** ©

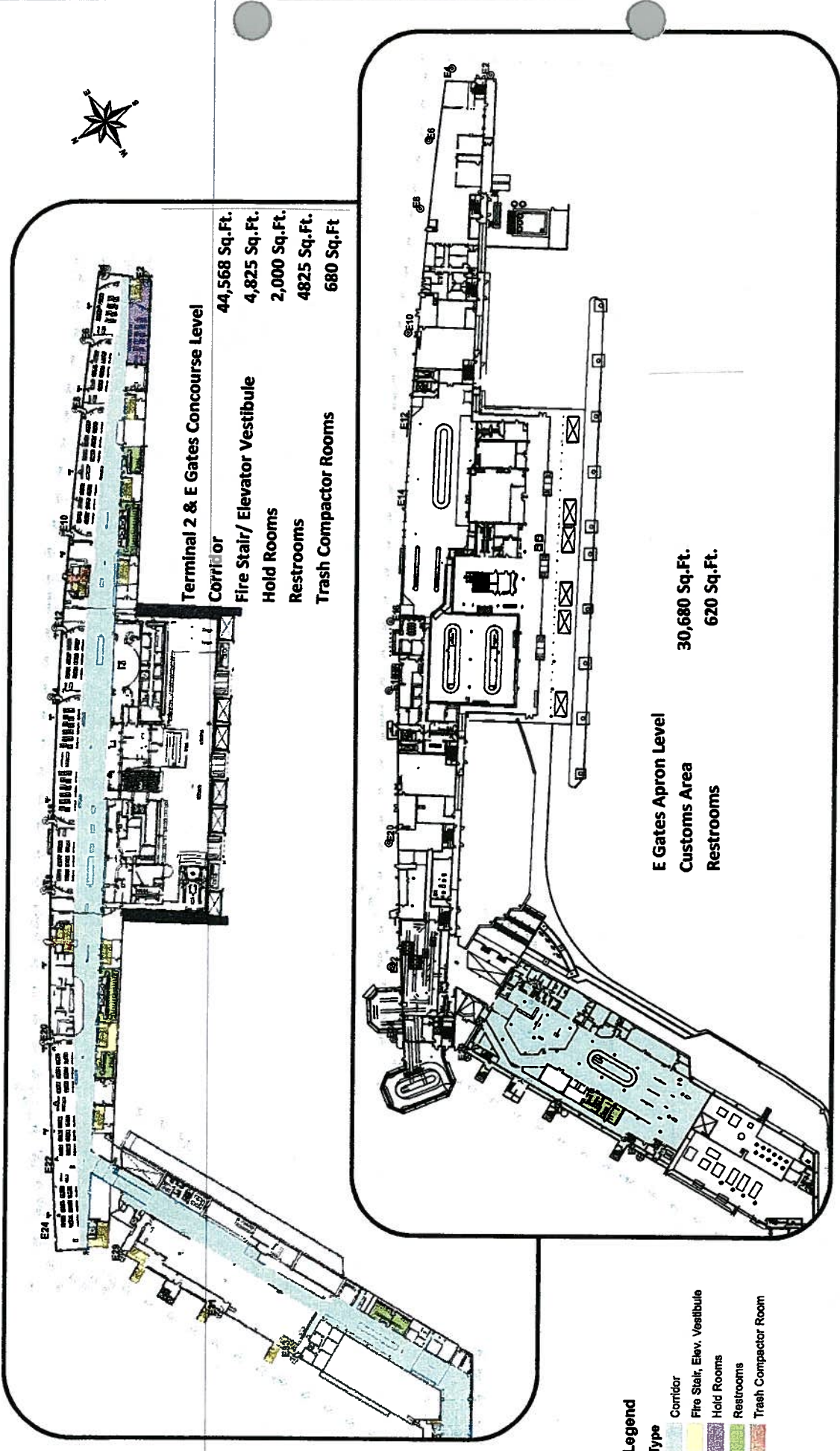
**Cleaning Exhibit**  
D Gates Concourse Level



Prepared By: MT  
 Date: 9/4/2016  
 Review and Approval By:  
 Date:

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Terminal 2 & E Gates Concourse Level  
 44,568 Sq.Ft.  
 Corridor  
 4,825 Sq.Ft.  
 Fire Stair/ Elevator Vestibule  
 2,000 Sq.Ft.  
 Hold Rooms  
 4825 Sq.Ft.  
 Restrooms  
 680 Sq.Ft.  
 Trash Compactor Rooms

E Gates Apron Level  
 30,680 Sq.Ft.  
 Customs Area  
 620 Sq.Ft.  
 Restrooms

- Legend**
- Type
  - Corridor
  - Fire Stair, Elev. Vestibule
  - Hold Rooms
  - Restrooms
  - Trash Compactor Room



**LAMBERT-ST. LOUIS  
INTERNATIONAL AIRPORT®**

**Cleaning Exhibit**

Terminal 2 & E Gates Concourse Level



Prepared By: WT  
 Date: 02/20/10  
 Designer and Approver: [Signature]  
 Date: