



REQUEST FOR QUALIFICATIONS

for

Engineering Services

RFQ #2021-ENGINEERING SERVICES

Submissions Due: 2:00 p.m. CST, April 6, 2021

Prepared by:

*Panama City-Bay County Airport and Industrial District
6300 West Bay Parkway, Box A
Panama City, FL 32409*

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I. ADVERTISEMENT

PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT

The Panama City-Bay County Airport and Industrial District is requesting for Northwest Florida Beaches International Airport (“Airport”) Statements of Qualifications to provide **Engineering Services** under a continuing contract pursuant to Florida Statute §287.055. The services are to be carried out in accordance with Federal Aviation Administration (FAA), and all applicable Federal, State, and Local Codes, Regulations, Ordinances, and Policies.

Statements of Qualifications shall be submitted no later than **2:00 PM CST, April 6, 2021** in the Airport’s Administrative Office at the address stated below. Any submissions received later than the **2:00 PM** deadline will be considered **LATE** and will not be accepted. **No facsimiles, emails or telephone submissions will be accepted.** Submissions shall be enclosed in a sealed envelope, clearly marked **“RFQ #2021-ENGINEERING SERVICES”** on the outside of the envelope and be delivered or mailed to: Northwest Florida Beaches International Airport, 6300 West Bay Parkway, Box A, Panama City, FL 32409.

The solicitation (RFQ) document and associated addenda can be accessed from the Airport’s website by visiting <https://www.iflybeaches.com/airport-authority/business-opportunities>.

Contact information for this Project: Info@pcairport.com. All contact MUST be in writing via email.

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

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II. INSTRUCTIONS FOR REQUEST FOR QUALIFICATIONS (“RFQ”) SUBMISSION

A. GENERAL

Sealed qualifications shall be enclosed and secured in an envelope/package and properly marked and displayed on outside of envelope/package bearing the name and address of Submitter, solicitation name and solicitation number. No other information shall be included or written on the outside of the envelope/package. The Airport **shall not** be responsible for unidentified Proposals. Submissions should be either hand-delivered, sent via overnight delivery, or mailed and addressed to: **Executive Director, Northwest Florida Beaches International Airport, 6300 West Bay Parkway, Box A, Panama City, FL 32409.**

Proposals shall be submitted no later than **2:00 PM CST, April 6, 2021** in the Administrative Office at the address stated above. If requested, only the names of the Submitters will be made available. **No facsimiles, e-mails or telephone submittals will be accepted.** Any submission received later than the 2:00 PM deadline will be considered LATE and will NOT be accepted. The Airport is not responsible for late deliveries or submissions.

B. EXAMINATION OF RFQ DOCUMENT

Prior to submitting proposals, each Submitter shall carefully examine the RFQ documents and thoroughly familiarize themselves with the submittal and project requirements thereof, and notify Airport of all conflicts, errors, or discrepancies.

The Submitter shall certify their Statement of Qualifications by completing the required Submittal Certification Form. All submissions shall be entered in ink or typewritten. Proposals may be rejected if any omissions, alteration of form, additions not called for, or any irregularities of any kind are shown. The submission shall remain firm for not less than **one hundred-eighty (180) calendar days** from the due date.

The Submitter’s name and solicitation number shall be included when specifications or descriptive papers are submitted with proposal. By submission of a Statement of Qualifications, the Submitter guarantees that all services offered meet the requirements of the solicitation.

C. QUESTIONS

Submit written questions to Info@pcairport.com, no later than **2:00 PM, CST, March 11, 2021**. Place careful attention to ensure that “RFQ Engineering Services” is included in the subject line of the email message. Answers to submitted questions will be posted no later than **March 17, 2021**.

D. CONE OF SILENCE

Aside from Questions in Section C above, Firms and their subconsultants may not contact any District employee or representative, including any District Board member, regarding this RFQ, the qualifications of any firm, the selection of any firm, or any other matters related to this RFQ.

E. ADDENDUM

If it becomes necessary to revise any part of this RFQ, an addendum will be provided in writing and posted to the Northwest Florida Beaches International Airport website. All addenda issued by the Airport must be acknowledged in writing by the Submitter. **Verbal information obtained otherwise will not be considered in the awarding of the proposal.** It shall be the Submitter’s responsibility to ensure that s/he has all addenda by visiting the Northwest Florida Beaches International Airport website: <https://www.iflybeaches.com/airport-authority/business-at-ecp>.

F. TAXES

The Airport is a Special District of the State of Florida and is not subject to sales tax.

G. LICENSES

All Submitters must be properly licensed to do business in the State of Florida and must comply with the Florida State Statutes. Submitters do not need to be based in Florida; however, Submitters are required to submit evidence of all professional licenses required to complete the work as part of the RFQ submittal. **Failure to comply may be automatic grounds for rejecting the submittal as non-responsive.**

H. MISCELLANEOUS PROVISIONS

The Airport reserves the right to reject any or all submissions and further reserves the right to waive technicalities and formalities in proposals as well as to accept in whole or in part such proposal or proposals where it deems it advisable in protection of the best interest of the Airport. The Airport shall be the sole judge as to whether proposals submitted meet all requirements contained in this procurement.

This procurement does not commit the Panama City-Bay County Airport and Industrial District to award a contract, to pay any costs incurred in the preparation of the submitted Statement of Qualifications, or to procure or contract for goods or services listed herein. Costs associated with proposal preparation, oral interviews or presentations shall be the sole responsibility of the Submitter.

The Airport hereby notifies all those responding to this RFQ that, in accordance with the provisions of the Civil Rights Act of 1964 (Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, it will affirmatively ensure that for any contract entered into pursuant to this RFQ, disadvantaged business enterprises will be afforded full and fair opportunity to make submittals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

I. CONTRACT AWARD

This RFQ is anticipated to result in one (1) award. Only those interested parties who respond to the RFQ may be considered for contract award.

A contract award will be made to the Submitter whose proposal is deemed most advantageous to the Airport, considering all evaluation factors listed herein. The Airport shall be the sole judge of this determination. A Notice of Award will be emailed to all Submitters who respond to this RFQ.

If awarded, the selected firm will be required to sign a Professional Services Contract (reference Attachment 1). A copy of the firm's submission will be incorporated by reference to the contract; however, in the event of any ambiguity, the Airport’s contract will prevail. Any requested changes to the sample contract shall be submitted in the RFQ response.

J. RIGHT TO ACCEPT OR REJECT

The Airport reserves the right to accept or reject any or all submissions received as a result of this RFQ, and to waive any informalities, defects, or irregularities in any submission, or to accept that submission which, in the judgment of the proper officials, is in the best interest of the Airport.

K. TERM OF CONTRACT

The proposed term of this contract is anticipated to be five years. More specifically, on or before the one-year anniversary of the contract, the Airport’s Board will review performance and consider approval of a one-year renewal and will conduct the same process each of the succeeding four years during which the contract has remained in effect, for a total of up to a five-year term

L. GRIEVANCE

Any person who is adversely affected by the Airport’s decision or intended decision shall file with the Airport’s Executive Director a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in this Request for Qualifications, including any provisions governing the methods for ranking proposals or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Request for Qualifications. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

M. PUBLIC RECORDS LAWS

Procurement information shall be a public record to the extent required by Florida Statute Chapter 119. Accordingly, the resulting contract will include all clauses required by Florida Statute 119.0701 and Submitter agrees to comply with Chapter 119, as applicable, at its own cost. .

N. INSURANCE REQUIREMENTS

The successful Submitter shall maintain, at its own expense, continuous insurance as set forth below:

- 1. Worker’s compensation and Employers Liability: Statutory
- 2. Comprehensive General Liability
 - Bodily Injury and Property Damage Combined \$2,000,000 / \$2,000,000
- 3. Automobile Liability
 - Bodily Injury and Property Damage Combined \$1,000,000 / \$1,000,000
- 4. Professional Liability Insurance
 - Including Errors and Omissions \$1,000,000 / \$1,000,000

Insurance shall indemnify the Airport against any and all claims arising under or as a result of the performance of the Contract. The Panama City-Bay County Airport and Industrial District shall be named as an additional insured on all liability policies. The Airport must also be provided with thirty (30) days' notice prior to cancellation, modification or reduction in limits of any stipulated insurance. It is the responsibility of the vendor/contractor to ensure that all subcontractors comply with all insurance requirements of this solicitation and the resulting contract.

O. INDEPENDENT CONTRACTOR STATUS

The selected Submitter shall not, by entering into a Contract, become a servant, agent, or employee of the Airport, but shall remain at all times an independent contractor to the Airport. The Contract shall not be deemed to create any joint venture, partnership, or common enterprise between the vending contractor and the Airport, and the rights and obligations of the parties shall not be other than as expressly set forth.

P. LAWS

Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, Submitter shall comply with the provisions of:

1. Title VII of the Civil Rights Act of 1964;
2. Age Discrimination in Employment Act of 1967;
3. Title I of the Americans with Disabilities Act of 1990;
4. Equal Pay Act of 1963;
5. Fair Labor Standards Act of 1938; and
6. Immigration Reform and Control Act of 1986.

Exhibit 3 to the Sample Contract (Attachment 1) contains additional required provisions for the contract:

1. Access to Records and Reports
2. Breach of Contract Terms
3. Civil Rights – General
4. Civil Rights – Title VI Assurances
5. Clean Air and Water Pollution Control
6. Contract Workhours and Safety Standards Act Requirements
7. Copeland “Anti-Kickback” Act
8. Davis-Bacon Requirements
9. Debarment and Suspension
10. Disadvantaged Business Enterprise
11. Distracted Driving
12. Energy Conservation Requirements
13. Equal Employment Opportunity (EEO)
14. Federal Fair Labor Standards Act (Federal Minimum Wage)
15. Lobbying and Influencing Federal Employees
16. Prohibition of Segregated Facilities
17. Occupational Safety and Health Act of 1970
18. Procurement of Recovered Materials
19. Right to Inventions

20. Seismic Safety
21. Tax Delinquency and Felony Convictions
22. Termination of Contract
23. Trade Restriction Certification
24. Veteran's Preference

Q. TITLE VI SOLICITATION NOTICE

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

Please submit one (1) original copy, four (4) paper copies, and one (1) electronic copy in Adobe PDF format on a USB storage drive. Original and copies should have a table of contents and tabs.

***** End of Instructions for Request for Proposal Submission *****

III. OBJECTIVE AND SCOPE OF SERVICES

A. INTRODUCTION

Northwest Florida Beaches International Airport (“ECP”) is owned and operated by the Panama City-Bay County Airport and Industrial District. The Airport is served by American Airlines, Delta Air Lines, Southwest Airlines and United Airlines, and recently celebrated its tenth year of operations. For additional information about the Airport, “ECP”, please visit www.iflybeaches.com.

The Airport is requesting Statements of Qualifications from qualified firms to perform professional services as hereinafter described at ECP, and these professional services may include architectural, civil, structural, mechanical, electrical, environmental engineering and planning services. Services may also include project inspection, construction management and planning services associated with the planning, design and operation of airport and related facilities. These services shall be performed in accordance with acceptable engineering practices, and are to be carried out in accordance with Federal Aviation Administration requirements, Florida Department of Transportation guidelines, Florida Statutes and Codes, and all applicable local codes, regulations, ordinances, policies and planning procedures.

A five-year contract is contemplated, subject to the annual review and recommendation of the Airport Board, the satisfactory negotiation of terms (including rates acceptable to both the Panama City-Bay County Airport and Industrial District and the selected firm), and the availability of an appropriation. The contract is non-exclusive. The Board of Directors reserves the right, at its sole discretion, to contract with other firms for engineering and other professional services.

B. SCOPE OF SERVICES

The successful Respondent shall perform all work in a timely manner and shall be responsible for ensuring coordination of its work with the Airport. The Panama City-Bay County Airport and Industrial District requires all services performed by the firm to comply with acceptable engineering practices and regulations. Said services may include, but will not be limited to, the following:

25. Building Design and Construction
26. Roadway Design and Construction
27. Taxiway Construction and Reconstruction
28. Runway Construction and Reconstruction
29. Aircraft Parking Apron Construction
30. Parking Facility Design and Construction
31. Land Acquisition
32. Drainage and Stormwater Related Projects
33. Airfield Lighting Improvements
34. Tenant Facility Relocation
35. Project Inspection
36. Construction Management Services
37. Airport Planning and Design
38. Regulatory Compliance
39. Mitigation Efforts
40. Grant Applications and Compliance

Appendix A is a listing of Airport projects included in the most recently completed Airport Master Plan and the Master Plan Update that is currently underway, along with estimated costs as set forth in the current Transportation Planning Organization Project Priority List for inclusion in the proposed Florida Department of Transportation Five-Year Work Program. Please note that inclusion of a project in this list does not guarantee that such work will be undertaken, nor does it guarantee that professional services awarded under this contract will be designated for the project.

The Engineer/Consultant's responsibilities for the above-mentioned scope of services may include, but not be limited to, the following:

1. **Preliminary Phase** – This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some activities within this phase of a project include:
 - a. Conferring with the sponsor on project requirements, finances, schedules early phases of the project and other pertinent matters and meeting with the FAA and other concerned agencies and parties on matters affecting the project.
 - b. Planning, procuring and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.
2. **Design Phase** – This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies and architectural, engineering and special environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Printing and providing necessary copies of engineering drawings and contract specifications.
 - f. Providing to the Airport final “As-Built” drawings, plans, contract documents and other information as requested in electronic and/or hard copy formats at the conclusion of a project.
3. **Bidding or Negotiation Phase** – Assisting the sponsor in advertising and securing bids, ensuring compliance with contract requirements, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts and preparing contract documents.
4. **Construction Phase** – This phase includes all basic services rendered after the award of a construction contract including, but not limited to, the following activities:
 - a. Providing consultation and advice to the sponsor during all phases of construction.
 - b. Representing the sponsor at preconstruction conferences.
 - c. Inspecting work in progress periodically and providing appropriate reports to the sponsor. Inspection shall include steps necessary to ensure compliance with Disadvantaged Business Enterprise (“DBE”) criteria in the construction contract.
 - d. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
 - e. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - f. Preparing and negotiating change orders and supplemental agreements.

- g. Observing or reviewing performance tests required by specifications.
 - h. Determining amounts owed to contractors and assisting sponsors in the preparation of payment requests for amounts reimbursable from grant projects.
 - i. Approval of invoices prior to payment processing and ensuring invoice submittals include all required inspection and DBE reports.
 - j. Making final inspections and submitting reports of the completed projects to the sponsor.
5. **Special Services** – The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services may vary greatly in scope, complexity and timing and may involve a number of different disciplines and fields of expertise. Consultants performing special services may be employed directly by the Airport District to implement one or more phases of a project, or may be employed by the principal consultant via a subcontract agreement. In certain circumstances, these services may be performed by the principal consultant. Some examples of special services that might be employed for Airport projects include:
- a. Soils investigations including core sampling, laboratory tests and related analyses and reports.
 - b. Detailed mill, shop and/or laboratory inspections of materials and equipment.
 - c. Land surveys and topographic maps.
 - d. Field and/or construction surveys.
 - e. Photogrammetry surveys.
 - f. Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s) or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.
 - g. Special environmental studies and analyses.
 - h. Land mitigation efforts including controlled burning.
 - i. Expert witness testimony in litigation involving specific projects.
 - j. Project feasibility studies.
 - k. Public information and community involvement surveys, studies and activities.
 - l. Preparation of as-constructed plans.
 - m. Assisting the sponsor in the preparation of necessary applications for local, state and federal grants.
 - n. Preparation of or updating the Airport Layout Plan.
 - o. Preparation of property maps.
 - p. Construction management.
 - q. Preparation of a Quality Control Plan.
 - r. Preparation of Final Reports.
 - s. All other Engineering Services as assigned.

C. EVALUATION CRITERIA

All properly submitted proposals will be reviewed and evaluated by the Airport. The Evaluation Committee will be comprised of an Airport Board Member and Airport Staff. By submitting a response to this RFQ, Submitter accepts the evaluation process and acknowledges the determination as judged by the Evaluation Committee will be recommended for selection. Further, the Airport may elect to reject all proposals and/or elect not to select any Consultant.

The Evaluation Committee will make the final judgment and determination as to which Firm is best qualified to perform the requested services and will employ such analysis techniques as it deems necessary to make such judgment. The Evaluation Committee may request submission of additional information and/or an interview with selected Firms to assist in the evaluation process.

Upon review and evaluation of all qualifying proposals, including any interviews that the Airport may require, the Evaluation Committee will select and recommend the Proposer that, in its sole judgement, is most responsive in meeting the requirements and objectives of this RFQ as set forth below. The Evaluation Committee's ranking will then be adopted by the Airport's Board of Directors at a public meeting of the Board or the Board will modify and adopt a ranking and state with particularity on the record its reasons for rejecting or modifying the Evaluations Committee's ranking.

Criteria	Description
Key Personnel	Key personnel's professional background, caliber, physical location and availability for proposed services/projects.
References	Proposer will be evaluated on the extent and quality of the references provided.
Experience	Capability to perform all or most aspects of proposed projects such as planning, environmental evaluations, financial analysis, architectural design and mechanical, electrical and civil engineering.
	Recent experience in airport projects comparable to proposed projects.
	Evidence that the firm has established and implemented an Affirmative Action Program.
	Current workload.
	Recent experience in special areas associated with airport projects such as energy conservation and life-cycle costing. Capability to conduct a value engineering study for projects that are particularly complex or have unique features.
	Demonstrated ability to meet schedules or deadlines.
	Capability to complete projects without having major cost escalations or overruns.
	Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.
	Quality and complexity of projects previously undertaken.
	Familiarity with and proximity to the geographic location of projects.
	Knowledge of FAA regulations, policies and procedures.
	Experience in completion of FAA, FDOT, FEMA and other applicable grant applications. Ensuring deadlines are met.

	Capability of a branch office which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.
	Demonstration of an understanding of any project's potential problems and the sponsor's special concerns.
	Degree of interest shown in undertaking projects.
	Capability to incorporate and blend aesthetic and architectural concepts with project designs while accomplishing the basic requirements that transportation facilities be functional, safe and efficient.
	Capability to furnish qualified inspectors for construction inspection.
Oral Presentation	During the evaluation process, the Selection Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's submittal. Not all firms may be asked to make such oral presentations.
Other	DBE participation.
	Proposer will be evaluated on the extent and quality of the submission response.
	Acceptability of Airport's Professional Services Agreement.

D. PROJECT SCHEDULE*

The following describes the estimated timeline for this RFQ process:

Date	Task	Remarks
2/26/2021	RFQ Package Available	www.iflybeaches.com/airport-authority/business-at-ecp
3/8/2021	Pre-Proposal Semi-Virtual Meeting (Non-Mandatory)	Monday 2:00 PM CST (Zoom link to be provided)
3/11/2021	Last Day for Questions	Thursday 2:00 PM CST
3/17/2021	Answers posted on Website	Wednesday 5:00 PM CST
4/6/2021	RFQ Submittals Due	Tuesday 2:00 PM CST
4/9/2021	RFQ Submittal Evaluations and Ranking by the Evaluation Committee	Friday 9:00 AM CST
4/21/2021	Finalists Presentations (if requested)	Wednesday 9:00 AM CST
4/21/2021	Final Ranking and Selection Approved by Airport Board	Wednesday 9:00 AM CST
<p><i>* Estimated timeline above is tentative and subject to change.</i></p> <p>All times are Central Time</p>		

**Appendix A
Potential Projects List**

<u>Submitted 2021 for 2022 - Proposed</u>	Estimated Total Project Budget
Environmental Mitigation (5 of 8)	\$ 143,676
ARFF Vehicle	\$ 950,000
Hurricane Mitigation (2 of 6)	\$ 1,406,161
Facility Rehabilitation - Doors/Equipment	\$ 274,000
OB Baggage Expansion - DESIGN	\$ 780,000
Commercial Apron Expansion - DESIGN	\$ 700,960
Crosswind Runway - DESIGN	\$ 3,000,000
Acquire RPZ property for Runway 21	\$ 400,000
North Concourse Expansion Phase I - DESIGN	\$ 1,795,000
<u>Submitted 2022 for 2023 - Proposed</u>	
Environmental Mitigation (6 of 8)	\$ 143,676
Hurricane Mitigation (3 of 6)	\$ 744,887
OB Baggage Expansion - CONSTRUCTION	\$ 5,307,120
Screening Checkpoint - DESIGN	\$ 691,000
CBP International Facility -DESIGN	\$ 411,740
Runway/Taxiway Improvements - Joint Seal	\$ 1,000,000
Commercial Apron Expansion - CONSTRUCTION	\$ 3,504,800
Upgrade Airport Security System	\$ 1,000,000
Vehicle Parking Expansion - Phase I - DESIGN	\$ 274,000
<u>Submitted 2023 for 2024 - Proposed</u>	
Environmental Mitigation (7 of 8)	\$ 143,676
Screening Checkpoint - CONSTRUCTION	\$ 7,338,240
Environmental Assessment Continuing	\$ 500,000
CBP International Facility - CONSTRUCTION	\$ 2,058,700
Hurricane Mitigation (4 of 6)	\$ 744,887
North Concourse Expansion Phase I - CONSTRUCTION	\$ 7,862,400
Vehicle Parking Expansion - Phase I - CONSTRUCTION	\$ 2,771,000
Rehabilitate Vehicle Access Road	\$ 2,075,000
<u>Submitted 2024 for 2025 - Proposed</u>	
Environmental Mitigation (8 of 8)	\$ 143,676
Hurricane Mitigation (5 of 6)	\$ 646,449
Security System Upgrade	\$ 2,000,000
Pave Perimeter Security Road (CONSTRUCTION)	\$ 2,369,000
<u>Submitted 2025 for 2026 - Proposed</u>	
Hurricane Mitigation (6 of 6)	\$ 646,449
Airport West Bay Parkway Pavement Rehabilitation Milling and Overlay	\$ 4,520,000
Expand Cell Phone Parking Lot	\$ 400,000
Airport Maintenance Building Expansion	\$ 500,000
Terminal Building Emergency Power Generator	\$ 1,600,000
Capital Equipment	\$ 600,000
ARFF Vehicle	\$ 800,000

***** End of Objective and Scope of Services *****

IV. RFQ RESPONSE REQUIREMENTS

The Airport does not desire voluminous submissions; therefore, please limit your presentation to essential information. By submitting a proposal, your firm agrees to the terms and conditions stated herein unless explicitly stated otherwise in your response to this RFQ. The Airport will not reimburse costs associated with development of proposals, interviews or presentations.

Submittals must contain the following information, in the following order:

1. Title Page

Title page showing the firm's name, the name, address, telephone number, fax number and e-mail address of the contact person and the date of the Statement of Qualifications.

2. Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Proposer. The cover letter shall provide the name, address, telephone number and email address of the Proposer and the executive that has the authority to contract with the Airport. The cover letter shall also include a statement as to the firm's understanding of the work to be done and why it believes itself to be the most qualified to perform the engagement. Please provide a summary of your firm's history, qualifications and its experience in the type of services requested in this RFQ.

3. Table of Contents

4. Detailed Statement of Qualifications

General Requirements:

Detailed Statement of Qualifications and Experience following the order set forth below. Submittals that do not follow this recommended format outline may be deemed unresponsive and disqualified from the process. In addition, failure on the part of a Firm to provide the required documentation may be cause for elimination from consideration.

The purpose of this section is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the engineering services of the Panama City-Bay County Airport and Industrial District in conformity with the requirements of this request. As such, the substance of information submitted will carry more weight than the form or manner of presentation.

THERE SHALL BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE STATEMENT OF QUALIFICATIONS. Fees will be negotiated with the highest ranked firm(s) after evaluation and ranking of the firms have been completed.

The submittal shall address all of the points outlined in this request (excluding any cost information). The submittal should be prepared simply and economically, providing a straightforward, concise description

of the firm’s capabilities to satisfy the requirements of this request. While additional data may be presented, the following subjects, items a. through e., must be included.

a. Independence

The firm shall provide an affirmative statement that it is independent of the Panama City-Bay County Airport and Industrial District, its Board members and its staff.

The firm shall also list and describe the firm’s and proposed subcontractors’ professional relationships involving the Panama City-Bay County Airport and Industrial District for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed engineering services.

b. License to Practice in the State of Florida

An affirmative statement shall be included that the firm and all assigned key professional staff are properly registered/licensed to practice in the State of Florida.

c. Firm Qualifications and Experience

The submittal shall state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement. The firm shall also state whether it is local, regional, national or international in operations.

If the submittal is based on a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified, and the firm that is to serve as the principal engineer shall be noted, if applicable.

The submittal shall include a description of the range of services performed by the local office.

The firm is also required to submit a copy of the report on its most recent external quality control review or peer review, if applicable.

The firm shall provide an affirmation that the firm meets all specific requirements imposed by state or local law or rules and regulations.

d. Staff Qualifications and Experience

Identify the principal supervisory and management staff, including partners, managers, other supervisors and specialists who will be assigned to this engagement, including staff from other than the local office. Indicate whether each such person is registered or licensed to practice as a Certified Engineer in the State of Florida. Provide information on the engineering experience of each person, including information on relevant continuing professional education for the past three (3) years, and membership in professional organizations relevant to the performance of this engagement.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate which staff member(s) will be local and which staff member(s) will be remote. Discuss how the quality of staff over the term of the agreement will be assured. Include an organizational

diagram that clearly shows the principal distribution of professional and supervisory personnel. If a change is required between submittal and award, the firm must notify the Airport of the proposed replacement.

The firm shall identify the extent to which staff to be assigned to this engagement shall reflect the Panama City-Bay County Airport and Industrial District's commitment to Affirmative Action.

Managers, supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Panama City-Bay County Airport and Industrial District. However, in either case, the Panama City-Bay County Airport and Industrial District retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for Statements of Qualifications can only be changed with the express prior written permission of the Panama City-Bay County Airport and Industrial District, which retains the right to approve or reject replacements.

Other engineering personnel may be changed at the discretion of the firm provided that replacements have substantially the same or better qualifications or experience.

e. Similar Engagements with Other Airports or Governmental Entities

For the firm's office that will be assigned responsibility for this engineering contract, list the most significant engagements performed in the last five (5) years that are similar to the services described in this request for Statement of Qualifications.

These similar engagements shall be ranked on the basis of engagement size. Indicate the scope of work, date, engagement partners and the name and telephone number for the principal client contact.

This same information shall be provided on other engineers who will participate in this proposed agreement, but who are not part of the lead firm.

f. Any additional information which will allow the selection committee the ability to properly evaluate the proposals.

5. DBE Status

Indicate whether firm and/or sub-contractors are a Disadvantaged Business Enterprise (DBE). If firm or sub-contractor(s) are a DBE, include current certification form for each DBE.

6. Current Workload

Provide a list of projects and/or contracts for which the firm is currently responsible. Provide a list of any projects and/or contracts the firm will be responsible for through December 2025.

7. Insurance Coverage / Bonding Capacity

Provide information regarding your insurance coverages and bonding capacity. List applicable coverage. Reference section I. Instructions for Statements of Qualifications, L. Insurance Requirements.

8. Legal Actions

If applicable, provide information on pending or past legal actions at federally-obligated airports within the past five (5) years for the Submitter.

9. Agreement to sign sample Professional Services Contract

Any requested changes to the Professional Services Contract (Attachment 1) shall be indicated. Requested changes may or may not be considered.

10. Required Forms

Provide executed copies of Required Forms as listed below:

The following forms MUST be completed by the Submitter and attached to the proposal. Failure to submit these forms may be grounds for disqualification of the Submitter from consideration.

1. Statement of Qualifications Certification
2. References
3. Non-Collusion Affidavit Form
4. Anti-Lobbying Form
5. Debarment Certification
6. Trade Restriction Certification
7. Trafficking in Person
8. Acknowledgement of Addenda (*even if none are issued*)
9. Sworn Statement Pursuant to Section 287.133 (3)(A) Florida Statutes on Public Entity Crimes
- 10.1 Disadvantaged Business Enterprise (DBE) Utilitization
- 10.2 Disadvantaged Business Enterprise Letter of Intent (one form for each DBE subconsultant)
- 10.3 Good Faith Efforts Outreach

***** End of RFQ Response Requirements *****

REQUIRED FORM #1

STATEMENT OF QUALIFICATIONS CERTIFICATION

RFQ# 2020-ENGINEERING SERVICES

In compliance with the Request for Proposals and subject to all conditions thereof, the undersigned certifies that all information contained in this Statement of Qualifications is accurate and true and that any misrepresentation herein is grounds for non-consideration, or dismissal in the event of selection or contract award by the Airport.

DATE

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME ABOVE

COMPANY NAME

COMPANY ADDRESS

CITY, STATE, ZIP+4

COMPANY TELEPHONE NUMBER

COMPANY FAX NUMBER

CONTACT EMAIL ADDRESS

FEDERAL EMPLOYER IDENTIFICATION NO.

DUNS NO. *(if applicable)*

FDOT DBE NAICS Codes *(if applicable)*

REQUIRED FORM #2

REFERENCES

List a minimum of three (3) references of individuals who can attest to the Submitter’s experience. Provide the name, telephone number, and email address of at least three (3) appropriate references familiar with the quality of work done by the firm on similar projects. (use additional sheets if necessary)

ENTITY _____

CONTACT PERSON _____

TELEPHONE _____

EMAIL ADDRESS _____

ENTITY _____

CONTACT PERSON _____

TELEPHONE _____

EMAIL ADDRESS _____

ENTITY _____

CONTACT PERSON _____

TELEPHONE _____

EMAIL ADDRESS _____

REQUIRED FORM #3

NON-COLLUSION AFFIDAVIT FORM

STATE OF _____)

COUNTY OF _____)

_____)
being first duly sworn, deposes and says that he/she is

(Sole owner, a partner, president, secretary, etc.)

of _____

the party making the foregoing Submittal that such submittal is genuine and not collusive or sham; that said Submitter has not colluded, conspired, connived, or agreed, directly or indirectly with any SUBMITTER or person, to put in a sham Statement of Qualifications, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the submittal of affiant or any other SUBMITTER or to fix any overhead, profit or cost element of said Submittal or of that of any other SUBMITTER or to secure any advantage against OWNER any person interested in the proposed contract; and that all statements in said Submittal are true; and further, that such SUBMITTER has not, directly or indirectly submitted this Statement of Qualifications, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Signature of Submitter)

Sworn to and subscribed before me this _____ day of _____, 20____.

State: _____ County: _____
(Notary Public in and for)

My commission expires _____, 20____.

REQUIRED FORM #4

ANTI-LOBBYING FORM

CERTIFICATION REGARDING LOBBYING

I, _____, hereby certify on behalf
(name and title of Submitter's official)

of _____, to the best of my knowledge and belief, that:
(name of Submitter)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, _____.

By _____
(signature of authorized official)

(title of authorized official)

REQUIRED FORM #5

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT
(BIDDER OR OFFEROR CERTIFICATION)**

By submitting a proposal under this solicitation, the Submitter certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONSULTANTS / CONTRACTORS REGARDING DEBARMENT
(LOWER TIER CONTRACT CERTIFICATION)**

The successful Submitter, by administering each lower tier subcontract that exceeds twenty-five thousand dollars (\$25,000) as a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

SIGNATURE OF CONSULTANT

DATE

PRINTED NAME

TITLE

REQUIRED FORM #6

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Submitter certifies that with respect to this solicitation and any resultant contract, the Submitter -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Submitter must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

SIGNATURE OF CONSULTANT

DATE

TITLE

REQUIRED FORM #7

TRAFFICKING IN PERSONS

I, _____, hereby certify on
(name and title of submitter’s official)

behalf of _____ that:
(name of submitter)

Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

- (1) Engaging in serve forms of trafficking in persons during the period of time that the agreement is in effect;
- (2) Procuring a commercial sex act during the period of time that the agreement is in effect; or
- (3) Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

- (1) Is determined to have violated the Prohibitions; or
- (2) Has an employee who the FAA determines has violated the Prohibitions through conduct that is either –
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or sub-recipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non- procurement),” as implemented by the FAA at 49 CFR Part 29.

Executed this _____ day of _____, 20_____.

By: _____
(signature of authorized official)

(title of authorized official)

REQUIRED FORM #8

ACKNOWLEDGEMENT OF ADDENDA

Submitter hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company: _____

Authorized Signature: _____

Print Name: _____

REQUIRED FORM #9

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Panama City-Bay County Airport and Industrial District by _____
(print individual’s name and title)

for _____
(print name and entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “Public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(a), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are actively in management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, not any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are actively in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 202_.

Personally known _____ or produced identification _____.

Notary Public

My commission expires _____

REQUIRED FORM #10**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The following bid condition applies to this U.S. Department of Transportation (DOT) assisted contract. Submission of a bid/proposal by a prospective contractor shall constitute full acceptance of these bid conditions.

1. **DEFINITION** - Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in 49 CFR Part 26.
2. **POLICY** - It is the policy of DOT that DBEs as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
3. **OBLIGATION** - The contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
4. **COMPLIANCE** - All bidders, potential contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.
5. **CONTRACT CLAUSE** - All bidders and potential contractors are required to will include the above clauses in all subcontracts which offer further subcontracting opportunities.
6. **CONTRACT AWARD** - Bidders are hereby advised that meeting the DBE subcontract goal or making an acceptable good faith effort to meet said goal are conditions of being awarded this DOT assigned contract. The owner proposes to award the contract to the most responsive Bidder provided it has met the goal for DBE participation or, if failing to meet the goal, it has made an acceptable good faith effort to meet the established goal for DBE participation. Bidder is advised that the owner reserves the right to reject any or all bids submitted.
7. **DBE PARTICIPATION GOAL** - The attainment of the goal established for this contract is to be measured as a percentage of the total dollar value of the contract. The DBE goal established for this contract is **6.92%** for all **FAA-AIP funded projects**. **Non FAA-AIP funded projects do NOT count towards the satisfaction of this goal.**
8. **AVAILABLE DBEs** - The Airport has on file a DBE program approved by the Federal Aviation Administration. This program contains a listing of DBEs that is accessible through the Florida Department of Transportation's DBE directory at <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/Home.aspx/Error?aspxerrorpath=/EqualOpportunityOfficeBusinessDirectory/asp>. Bidders are encouraged to inspect this list to assist in locating DBEs for the work. Other DBEs may be added to the list in accordance with the owner's

approved DBE program. Credit toward the DBE goal will not be counted unless the DBE to be used can be verified by the owner.

9. CONTRACTOR'S REQUIRED SUBMISSION - The Airport requires the submission of the following Demonstration of Good Faith Efforts information with the bid:

- Form 10-1 – Disadvantaged Business Enterprise (DBE) Utilization
- Form 10-2 – Letter of Intent (one form for each DBE subcontractor)
- Form 10-3 – Good Faith Efforts Outreach

10. GOOD FAITH EFFORTS - If the Contractor fails to meet the contract goal established in Section 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. **This information (when applicable), as well as the DBE information, should be submitted with detailed outreach records.**

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in 49 CFR Part 26.

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in 49 CFR Part 26 are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBEs of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited in sufficient time to allow the DBEs to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
- e. Whether the contractor selected portions of work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- f. Whether the contractor provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract;
- g. Whether the contractor negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. Whether the contractor made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the recipient or contractor; and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

- 11. CONTRACTOR ASSURANCE** - Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the owner.

The bidder shall establish and maintain records and submit monthly reports (and for other periods as needed) which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

- 12. PROMPT PAYMENT** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **10** days from the receipt of each payment the prime contractor receives from the owner. The prime contractor agrees further to return retainage payments to each subcontractor within **10** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the owner. This clause applies to both DBE and non-DBE subcontractors.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

REQUIRED FORM #10-1

Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:

Bidder/offeror has met the DBE contract goal.
The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.

Bidder/offeror has not met the DBE contract goal.
The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract and has submitted documentation demonstrating good faith efforts. **Form 10-3** Good Faith Efforts Outreach Information is required.

Legal name of bidder/offeror’s firm: _____

Bidder/Offeror Representative:

Printed Name and Title: _____

Signature: _____ Date: _____

REQUIRED FORM #10-2

**Demonstration of Good Faith Efforts
FORM 2: LETTER OF INTENT**

Note: The authorized representative named below must be an individual vested the authority to make contracting decisions on behalf of the firm.

Company Name of Bidder/Offeror: _____

Name & Title of Authorized Representative: _____

Phone: _____ Email: _____

Name of DBE Firm: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____ Email: _____

Work to be performed by DBE firm:

Description of Work	NAICS Code	Dollar Amount or %*	Dealer/Manufacturer**

*Percentage is to be used only in negotiated procurements, including design-build contracts.

**For material supplies only, indicated if DBE is a manufacturer or regular dealer as defined in §26.55.

The undersigned bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is \$_____. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49CFR Part 26, §26.53.

Signature of Bidder/Offeror’s Authorized Representative

Date

The undersigned DBE affirms that it is ready, willing and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation under the contract/agreement.

Signature of DBEs Authorized Representative

Date

If the bidder/offeror does not receive award of the prime contract, any and all representations in the Letter of Intent shall be null and void.

REQUIRED FORM #10-3

FORM 3: GOOD FAITH EFFORTS OUTREACH

SOLICITATION OF SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

(Complete this form only if DBE goal is not met.)

List all subcontractors solicited, both DBE and non-DBE contractors, truckers and suppliers for this specific contract. Include initial contact and follow-up dates, as well as methods of contact (Phone, Fax, Email, etc.)

The good faith effort submission should include evidence of the solicitation effort such as: copies of request for bids sent to DBE firms with the name of the DBE firms clearly identified; fax confirmation sheets showing the date, fax number, name of DBE firm and information sent; list of all DBE firms called time of call, person contacted and response; or email lists with time/day sent with response clearly indicated; etc.

	Subcontractor Name & Address	DBE?		Phone #	Date/Contact Method		Description of Work
		Yes	No		DATES	METHOD	
1		<input type="checkbox"/>	<input type="checkbox"/>				
2		<input type="checkbox"/>	<input type="checkbox"/>				
3		<input type="checkbox"/>	<input type="checkbox"/>				
4		<input type="checkbox"/>	<input type="checkbox"/>				
5		<input type="checkbox"/>	<input type="checkbox"/>				
6		<input type="checkbox"/>	<input type="checkbox"/>				
7		<input type="checkbox"/>	<input type="checkbox"/>				
8		<input type="checkbox"/>	<input type="checkbox"/>				
9		<input type="checkbox"/>	<input type="checkbox"/>				
10		<input type="checkbox"/>	<input type="checkbox"/>				

Make additional copies of this page as necessary.

Legal name of bidder/offeror's firm: _____

Bidder/Offeror Representative: Printed Name and Title: _____

Signature: _____ Date: _____

Attachment 1

SAMPLE PROFESSIONAL SERVICES CONTRACT

**AGREEMENT FOR
PROFESSIONAL ENGINEERING, ARCHITECTURAL, PROJECT INSPECTION, CONSTRUCTION
MANAGEMENT AND PLANNING SERVICES
between the
PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT
and
CONSULTANT NAME**

THIS AGREEMENT for professional engineering, architectural, project inspection, construction management and planning services (the "Agreement"), is made and entered into as of the ___ day of _____, 202__ by and between **the Panama City-Bay County Airport and Industrial District**, a public and governmental body existing under and by virtue of the laws of the State of Florida with a business address at Northwest Florida Beaches International Airport, 6300 West Bay Parkway, Box A, Panama City Beach, FL 32409 (hereinafter referred to as "AUTHORITY"), and Consultant Name, a _____ corporation with a business address at _____ (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the AUTHORITY is continuing the development and the expansion of the Northwest Florida Beaches International Airport; and

WHEREAS, the AUTHORITY desires to employ the services of the CONSULTANT to provide professional engineering, architectural, project inspection (but generally not Construction Engineer Inspection ("CEI") services), construction management and limited planning services and other services consistent with the Request for Qualifications issued for this Agreement at the sole discretion of the AUTHORITY; and

WHEREAS, the CONSULTANT has represented that it is qualified, willing and able to perform the professional engineering, architectural, project inspection, construction management and planning services required on the terms and conditions hereinafter set forth; and

WHEREAS, the AUTHORITY has given public notice of the professional engineering, planning, design, and construction management services to be considered pursuant to this Agreement; and

WHEREAS, the selection of the CONSULTANT has been made in accordance with the provisions of FAA Advisory Circular 150/5100-14E, 49 CFR Part 18 and the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: SERVICES

- 1.1 The Services of the CONSULTANT required under this Agreement by the AUTHORITY shall be for civil, structural, mechanical, electrical and environmental engineering, architectural, project inspection except that CEI services generally will be conducted by another firm under a separate contract (when permissible by FDOT and FAA requirements, the selected firm may be asked to provide CEI services for minor projects), construction management and planning services and other services consistent with the Request for Qualifications for this engagement, in support of the AUTHORITY'S activities at the Northwest Florida Beaches International Airport and shall be described in separately authorized Task Orders (the "Services"). A sample Task Order is provided in Exhibit 2 attached hereto.
- 1.2 The CONSULTANT shall provide for the AUTHORITY the Services described in separately authorized Task Orders, which shall include the Task Description/Scope of Services, Task Schedule, Task Deliverables, and Compensation. The CONSULTANT'S Services will be paid for by the AUTHORITY for Services under each authorized Task Order as indicated in Article 6 hereof. The CONSULTANT shall, at its own expense, obtain all data and information (other than that referred to in Article 2 hereof) necessary for the performance of its Services.
- 1.3 The CONSULTANT and the Services rendered by the CONSULTANT shall follow and conform to the Scope of Services and/or special provisions of each Task Order.
- 1.4 The CONSULTANT is solely responsible to the AUTHORITY for correcting or re-performing, at its own cost, any Services that are deficient or inaccurate because of CONSULTANT'S or any subconsultant's failure to perform said Services in accordance with the standard of care provided herein. CONSULTANT shall commence such correction or re-perform work at no cost to AUTHORITY immediately upon CONSULTANT'S discovery of any such error. AUTHORITY must report in writing to CONSULTANT any deficient Services within ninety (90) days of discovery by AUTHORITY, but in no event later than five (5) years from the completion of the Task Order which provided for the particular Services.

ARTICLE 2: OBLIGATIONS OF THE AUTHORITY

- 2.1 The AUTHORITY shall, with reasonable promptness, provide to the CONSULTANT available information regarding the requirements of the Services.
- 2.2 The AUTHORITY shall make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform Services under this Agreement.
- 2.3 The AUTHORITY shall give prompt written notice to the CONSULTANT whenever the AUTHORITY observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT'S Services.

- 2.4 The AUTHORITY and the AUTHORITY'S employees, agents, contractors and subcontractors shall promptly report to the CONSULTANT any defects in or problems with the Services being provided hereunder by the CONSULTANT in order to permit the CONSULTANT to take prompt and effective corrective action to remedy the defect and minimize any consequences which may result from such defective work. Failure of the AUTHORITY to report shall not relieve CONSULTANT'S responsibility to provide services which are neither faulty nor inaccurate.
- 2.5 Unless otherwise agreed to in an authorized Task Order under this Agreement, the AUTHORITY shall obtain, arrange, and pay for all advertisements for bids, permits and licenses required by local, state, or federal authorities, and land, easements, right-of-way, and access necessary for the CONSULTANT'S Services or project construction.
- 2.6 Notwithstanding anything herein to the contrary, the AUTHORITY is not required under this Agreement to authorize CONSULTANT to perform any Services and nothing herein shall be construed as entitling CONSULTANT to any work under this Agreement, except and to the extent such work is specifically authorized by the AUTHORITY in a properly executed Task Order.
- 2.7 This Agreement is non-exclusive. AUTHORITY reserves the right, at its sole discretion, to contract with other firms for engineering and other professional services, including services within the scope of this Agreement.

ARTICLE 3: OBLIGATIONS OF THE CONSULTANT

- 3.1 Standard of Care: The standard of care applicable to CONSULTANT'S Services shall be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed and in the same or similar locality.
- 3.2 CONSULTANT'S Personnel at Construction Site: The presence or duties of the CONSULTANT'S personnel at a construction site, whether as onsite representatives or otherwise, shall not make the CONSULTANT or the CONSULTANT'S personnel in any way responsible for those duties that belong to the AUTHORITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

If, and as requested by the AUTHORITY to perform construction inspection services per an authorized Task Order, the CONSULTANT shall be responsible for observing and inspecting construction activities and reporting to the AUTHORITY activities observed during construction. The CONSULTANT shall report to the AUTHORITY in a timely manner any observed health, safety, and other deficiencies in the work performed by the construction contractors) that are

inconsistent with the requirements of the construction documents. The CONSULTANT neither guarantees the performance of the construction contractors nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this Agreement, construction sites shall include places of manufacture for materials incorporated into the construction work, and construction contractors shall include manufacturers of materials incorporated into the construction work.

- 3.3 Construction Progress Payments: Recommendations by the CONSULTANT to the AUTHORITY for periodic construction progress payments to the construction contractor(s) shall be based on the CONSULTANT'S knowledge, information, and belief from selective sampling that the work has progressed to the point indicated.
- 3.4 Record Drawings: Record drawings, if required, will be prepared on the basis of information compiled by the CONSULTANT and information furnished by others and shall represent the location, type of various components, and manner in which the project was finally constructed to the best knowledge, information, and belief of CONSULTANT. Record drawing deliverables shall be sealed and signed hard copies. In addition, the AUTHORITY shall be provided with electronic versions of record drawings.
- 3.5 Asbestos or Hazardous Substances: If asbestos or hazardous substances in any form are encountered or suspected, the CONSULTANT shall stop its own work in the affected portions to permit testing and evaluation. If asbestos or other hazardous substances are suspected, the CONSULTANT shall, if requested, manage or provide testing to determine the extent of the issue, manage or provide the necessary studies to recommend necessary remedial measures, and manage or provide remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. The AUTHORITY recognizes that the CONSULTANT assumes no risk and/or liability for a waste or hazardous waste site originated by other than the CONSULTANT.
- 3.6 Project Close-Out: At the completion of a project/task order, the CONSULTANT shall provide to AUTHORITY all documentation related to the project/task order, including, but not limited to, plans, as-built drawings, contracts, calculations, specifications, reports, plans, field data, computer software enhancements, CAD files and such other data and information. The format of such documentation shall be determined by agreement between AUTHORITY and CONSULTANT, and any cost shall be included in the project Task Order.

ARTICLE 4: PERIOD OF SERVICE

- 4.1 The Services called for hereunder shall be completed in accordance with the respective task schedules as indicated in separately authorized Task Orders.

- 4.2 The term of this Agreement shall be one year commencing on the date that it is last signed by a party (the “effective date”). On or before the one-year anniversary of this Agreement, AUTHORITY’s Board will review performance under this Agreement and consider approval of, at its sole discretion, a one-year renewal under the same terms and conditions contained herein each of the succeeding four years during which the Agreement has remained in effect, for a total of up to a five-year term. This paragraph shall have no effect on the termination rights under Article 8 or 27 herein.
- 4.3 The CONSULTANT shall give prompt written notice to the AUTHORITY whenever the CONSULTANT observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT’S Services.

ARTICLE 5: REIMBURSABLE EXPENSES DEFINED

- 5.1 Reimbursable Expenses shall be defined as actual expenses incurred by the CONSULTANT and the CONSULTANT’S subconsultants directly in connection with the Services, such as reasonable expenses for any out-of-state transportation; obtaining bids or proposals from contractor(s); reproduction of reports, drawings, specifications, and bidding Documents; and similar Services-related items. Food and lodging as well as telephone and facsimile costs shall not be reimbursable expense except as may be authorized in a Task Order. Expenses for transportation, as well as any expenses for food and lodging authorized by task order, shall not exceed the rates approved by the State of Florida for its reimbursements to consultants pursuant to Chapter 112, Florida Statutes.
- 5.2 The CONSULTANT shall be compensated by the AUTHORITY for Reimbursable Expenses when and as identified in an authorized Task Order. The AUTHORITY’S responsibility for providing compensation to the CONSULTANT for Reimbursable Expenses shall be limited to only those Reimbursable Expenses identified and agreed to in an authorized Task Order.

ARTICLE 6: PAYMENTS TO CONSULTANT

- 6.1 The AUTHORITY shall pay the CONSULTANT for Services and Reimbursable Expenses on the basis of the rates set forth in Exhibit 1 and for services and Reimbursable Expenses not addressed by Exhibit 1, based on rates or other methods provided by each separately authorized Task Order.
- 6.2 The CONSULTANT shall submit monthly invoices by Task Order to the AUTHORITY for Services rendered and Reimbursable Expenses incurred since the last monthly statement. Invoices shall describe the Services provided by CONSULTANT, each subconsultant, and any subcontractor for the period covered by the invoice. Further, invoices for all Task Order types shall be itemized to show hours worked by particular personnel for what purposes and itemize all Reimbursable Expenses. All costs charged to the Services, including any approved services contributed by the

Authority or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. To the extent not included as part of invoices, CONSULTANT shall provide any such documentation to Authority upon request and shall maintain such documentation no less than three years after completion of the Task Order to which it relates. Payment shall be made to the CONSULTANT within thirty (30) days following the later of AUTHORITY'S receipt of invoice or the receipt by the AUTHORITY of the necessary approval of any third-party governmental entities.

- 6.3 In the event of a disputed billing, only the disputed portion shall be withheld from payment, and the AUTHORITY shall pay the undisputed portion. The AUTHORITY shall exercise reasonableness in disputing any bill or portion thereof. No interest shall accrue on any disputed portion of the billing until mutually resolved.
- 6.4 If the AUTHORITY fails to make payment in full within 30 days of the date due for any undisputed billing, the CONSULTANT may, after giving 15 days written notice to the AUTHORITY, suspend Services under this Agreement until paid in full. In the event of such a suspension of services, the CONSULTANT shall have no liability to the AUTHORITY for delays or damages caused by the AUTHORITY because of such suspension. All delinquent unpaid undisputed billing shall accrue interest at the rate provided by Florida law and if no such rate is provided, at the rate of 4% per annum.

ARTICLE 7: AUTHORIZED REPRESENTATIVE

- 7.1 The AUTHORITY'S Authorized Representative for Services under this Agreement is as indicated on each authorized Task Order. All matters and correspondence pertaining to the Services, including submittal of monthly invoices, shall be through the AUTHORITY'S Authorized Representative. The AUTHORITY'S Authorized Representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S Services.
- 7.2 The CONSULTANT'S Authorized Representative and business address for Services under this Agreement is designated as follows:

- CONSULTANT Authorized Representative Name
- CONSULTANT Name
- CONSULTANT Address
- CONSULTANT City, State, ZIP
- CONSULTANT Phone, Fax
- CONSULTANT email

The CONSULTANT'S Authorized Representative shall act on behalf of the CONSULTANT on all matters pertaining to the Services under this Agreement. All matters and correspondence to the CONSULTANT pertaining to the Services under this Agreement shall be addressed to the

CONSULTANT'S Authorized Representative.

- 7.3 The CONSULTANT'S Authorized Representative shall not be changed without the prior written notice to and agreement of the AUTHORITY.

ARTICLE 8: TERMINATION

- 8.1 This Agreement may be terminated by either party at any time with or without cause upon giving fifteen (15) calendar days prior written notice. If this Agreement is so terminated, the AUTHORITY shall within 30 days of termination pay the CONSULTANT for Services satisfactorily completed up to the date of termination.
- 8.2 The AUTHORITY may suspend work called for in an authorized Task Order for a period not to exceed sixty (60) days. In the event of such suspension, the AUTHORITY shall pay the CONSULTANT for the work satisfactorily completed up to the date of suspension.

ARTICLE 9: INDEMNIFICATION

- 9.1 To the maximum extent permitted by law, CONSULTANT shall defend, indemnify, and hold harmless the AUTHORITY, its officers and employees, of any and all claims, actions, damages, penalties, fines, losses and costs, including but not limited to reasonable attorney's fees and environmental assessment and remediation costs not to exclude lab fees and fees of environmental consultants, to the extent caused by negligence, recklessness or intentional wrongful conduct of CONSULTANT or any person employed or utilized by CONSULTANT in the performance of the Services hereunder or caused by any other breach of this Agreement by CONSULTANT. The provisions of this Article shall survive termination of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise might be available to AUTHORITY.
- 9.2 To the maximum extent permitted by law, AUTHORITY shall defend, indemnify, and hold harmless the CONSULTANT, its officers and employees, of any and all claims, actions, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by negligence, recklessness or intentional wrongful conduct of AUTHORITY or any person employed or utilized by AUTHORITY in the performance of the Services hereunder. The provisions of this Article shall survive termination of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise might be available to CONSULTANT.
- 9.3 In the event any claims, damage, losses, and expenses are caused by negligence of both the CONSULTANT and the AUTHORITY (or anyone for whose acts both of them may be liable), each party will bear its proportional share of claims, damages, losses, and expenses based upon the parties' relative degree of fault.

9.4 Nothing in this Agreement shall be construed as a waiver or derogation of the AUTHORITY'S sovereign immunity.

ARTICLE 10: INSURANCE

10.1 The CONSULTANT shall maintain, at its own expense, continuous insurance coverage as set forth below:

- 13.1.1 Worker's Compensation and Employers Liability: Statutory
- 13.1.2 Comprehensive General Liability:
 - Bodily Injury and Property Damage Combined \$2,000,000 / \$2,000,000
- 13.1.3 Automobile Liability
 - Bodily Injury and Property Damage Combined \$1,000,000 / \$1,000,000
- 13.1.4 Professional Liability Insurance (including error and omissions) \$1,000,000 /\$1,000,000

10.2 The duration of the CONSULTANT'S insurance coverage shall extend beyond the completion of the Services provided under this Agreement in accordance with Florida Statutory requirements, if available, and if unavailable, the CONSULTANT agrees to obtain and maintain in effect policies which will extend such coverage following completion of the Services provided under this Agreement in accordance with Florida Statutory requirements. If no such statutory requirement exists, CONSULTANT shall extend or obtain coverage for one year beyond the completions of the Services. Certificate(s) of insurance shall name the AUTHORITY as an additional named insured under the CONSULTANT'S comprehensive general liability, automobile liability, and professional liability policies and shall provide thirty (30) days written notice to the certificate holder prior to cancellation or modification of coverage. CONSULTANT shall provide proof of insurance with AUTHORITY as an additional named insured upon execution of Agreement prior to commencement of work and annually thereafter.

ARTICLE 11: DISPUTE RESOLUTION, CONTROLLING LAW, AND VENUE

11.1 All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the state court of appropriate jurisdiction in the Fourteenth Judicial Circuit, in and for Bay County, Florida.

11.2 In the event a dispute shall arise under or about this Agreement, the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses, and attorney's fees which may be incurred on account of such dispute, as well as at every stage of any such proceedings from the time such dispute first arises through trial or other proceedings and all

appellate processes, including any proceeding to determine the amount of fees owed.

ARTICLE 12: INDEPENDENT CONTRACTOR

The CONSULTANT shall be an independent contractor with respect to the Services and with respect to all regulations affecting its business and the performance of the Services. CONSULTANT shall obtain all applicable licenses and permits to conduct its business under this Agreement.

ARTICLE 13: SUCCESSORS AND ASSIGNS

- 13.1 This Agreement shall be binding upon the AUTHORITY and the CONSULTANT and their respective partners, successors, heirs, assigns, and legal representatives.
- 13.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the AUTHORITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the AUTHORITY and the CONSULTANT and not for the benefit of any other party. Neither the AUTHORITY nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other.

ARTICLE 14: SUBCONSULTANTS

- 14.1 For purposes of this agreement, the following firms shall be deemed approved Subconsultants as part of the CONSULTANT’S team:

- 14.2 The CONSULTANT shall have the right, with the AUTHORITY’S prior written consent, to employ other firms to serve as subconsultants to the CONSULTANT in connection with the CONSULTANT’S performance of the Services hereunder.
- 14.3 The CONSULTANT agrees, at the AUTHORITY’S written request (which may be made by the AUTHORITY with or without cause), promptly to terminate the services of any such subconsultant and promptly replace each such terminated person or firm with a person or firm of comparable experience approved by the AUTHORITY in writing.

ARTICLE 15: PRIVILEGED INFORMATION

- 15.1 The CONSULTANT agrees, during the period of this Agreement, not to knowingly divulge, furnish or make available to any third person, firm or organization, without the AUTHORITY'S prior written consent, or unless incident to the proper performance of the CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any information concerning the services to be rendered by the CONSULTANT or any subconsultant pursuant to this Agreement.
- 15.2 Obligations of confidentiality expressed in Article 15.1 shall not apply to any information disclosed which:
- a) can be shown to be widely known and readily accessible to the public; or
 - b) is required to be disclosed by Florida Public Records law, other applicable Federal or State law or judicial or administrative order; provided, however, that CONSULTANT shall give the AUTHORITY timely notice of such mandate prior to the submission of said confidential information, and provided further, that CONSULTANT shall reasonably cooperate with lawful efforts that the AUTHORITY might take to intervene in any such proceedings or to otherwise prevent such disclosure.

ARTICLE 16: CONTINGENCY FEES

The CONSULTANT and its subconsultants warrant that they have not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, attorney, lobbyist, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. CONSULTANT's or any subconsultant's failure to identify any retention in violation of this paragraph shall void this Agreement ab initio.

ARTICLE 17: WARRANTY

The CONSULTANT warrants that its Services under this Agreement shall be performed in a thorough, efficient and workmanlike manner, promptly and with due diligence and care, and in accordance with the standard of care provided by Article 3.

ARTICLE 18: FORCE MAJEURE

The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or accidents beyond the control of the CONSULTANT. In any such event, the CONSULTANT'S contract price and schedule shall be equitably adjusted. The AUTHORITY is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or accidents beyond the control of the AUTHORITY.

ARTICLE 19: LIMITATION OF LIABILITY

The CONSULTANT shall not be held liable for the acts or omissions of the AUTHORITY's other contractors, subcontractors, vendors or their employees and agents.

ARTICLE 20: SHOP DRAWING REVIEW

- 21.1 As required per authorized Task Order, the CONSULTANT shall review construction contractor submittals, such as shop drawings, product data, samples and other data, only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents.
- 21.2 The CONSULTANT'S review shall be conducted with reasonable promptness while allowing sufficient time to permit adequate review.

ARTICLE 21: WAIVER

The waiver by either party of any breach of any term, covenant, condition or agreement contained herein or any default in the performance of any obligations hereunder shall not be deemed to be a waiver or any other breach or default of the same or of any other term, covenant, condition, agreement or obligation. No waiver of any rights under this Agreement shall be binding unless it is in writing signed by the party waiving such rights.

ARTICLE 22: TITLE TO PLANS AND SPECIFICATIONS

Drawings, calculations, specifications, reports, plans, field data, computer software enhancements, CAD files and such other data and information compiled or prepared by the CONSULTANT pursuant to this Agreement which the AUTHORITY may require CONSULTANT to supply in accordance with the Agreement, shall be and shall remain the property of the AUTHORITY. Any reuse of the above referenced work product other than for the specific project and intent for which the information was prepared by the CONSULTANT shall be at user's sole risk and without liability to the CONSULTANT. At the termination of this Agreement, CONTRACTOR shall return to AUTHORITY any and all drawings, calculations, specifications, reports, plans, field data, computer software enhancements, CAD files and such other data and information compiled or prepared by the CONSULTANT pursuant to this Agreement not previously provided at no additional cost to AUTHORITY.

ARTICLE 23: SEVERABILITY

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such

provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 24: NOTICES

Any and all notices required or authorized to be given pursuant to this Agreement shall be given in writing and either hand-delivered or sent by certified or registered mail, postage prepaid, and return receipt requested, as follows:

If to AUTHORITY: Parker McClellan, Executive Director
Panama City-Bay County Airport and Industrial District
6300 West Bay Parkway, Box A
Panama City, FL 32409

If to CONSULTANT: _____

ARTICLE 25: HEADINGS

The headings of the articles and sections of this Agreement are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such articles and sections.

ARTICLE 26: ENTIRE AGREEMENT

This Agreement together with Exhibit 1: Compensation, Exhibit 2: Sample Task Order, Exhibit 3: Federally Required Provisions, the Request for Qualifications response including all attachments, and each separately authorized Task Order issued hereunder, constitutes the entire and integrated Agreement between the AUTHORITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and said attachments may only be amended, supplemented, modified, or canceled by written instrument signed by an authorized representative of each party to be bound thereby.

ARTICLE 27: FEDERALLY REQUIRED PROVISIONS

CONSULTANT agrees to be bound by all provisions provided by Exhibit 3. CONSULTANT further agrees to be bound by any federally required provision that the parties failed to include, if it was required by statute, administrative code, FAA grant assurances, or other federal grants at the time of the Effective Date of this Agreement.

ARTICLE 28: PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, RE: THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PARKER MCCLELLAN AT (850) 763-6751, PMCCLELLAN@PCAIRPORT.COM, PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT, 6300 WEST BAY PARKWAY, BOX A, PANAMA CITY, FL 32409.

CONSULTANT shall comply with public records laws, and specifically shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the parties hereto have caused Ibis Agreement to be executed by their duly authorized representatives, under seal, as of the day and year first above written.

PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT

(SEAL)

By: _____

Its: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF BAY

This instrument was acknowledged before me by _____, as its _____ of the Panama City-Bay County Airport and Industrial District on _____, 202__.

Notary Public _____

(Seal)

My Commission Expires: _____

CONSULTANT NAME

(SEAL)

By: _____

Its: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me by _____, who is personally known to me or has provided _____ as identification, on _____, 202__.

Notary Public _____

(Seal)

My Commission Expires: _____

Exhibit 1: Compensation

(to be determined after Contract award)

SAMPLE

Exhibit 2: Sample Task Order

SAMPLE

**PANAMA CITY-BAY COUNTY AIRPORT & INDUSTRIAL DISTRICT
CONSULTANT NAME
TASK ORDER AGREEMENT**

DATE _____
TASK ORDER # _____
TASK ORDER DESCRIPTION _____

OWNER: Panama City-Bay County Airport & Industrial District

CONSULTANT: _____

SUBCONSULTANT(S): _____

TASK ORDER DESCRIPTION:

TASK ORDER BACKGROUND/JUSTIFICATION:

SCOPE OF SERVICES:

SCHEDULE OF SERVICES:

COMPENSATION:

IN WITNESS WHEREOF, the parties hereto have caused this Task Order Agreement to be executed by their duly authorized representatives as of the date first shown above.

CONSULTANT

**PANAMA CITY-BAY COUNTY AIRPORT &
INDUSTRIAL DISTRICT**

By: _____
(printed name)

By: _____
(printed name)

Title: _____

Title: _____

**PANAMA CITY-BAY COUNTY AIRPORT & INDUSTRIAL DISTRICT
CONSULTANT NAME**

TASK ORDER # _____

TASK ORDER DESCRIPTION _____

DATE _____

Description	Rate	Task Description 1	Hours	Fee	Task Description 2	Hours2	Fee2	Total Hours	Total Fee
CONSULTANT									
Principal	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #2 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #3 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #4 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #5 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #6 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #7 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #8 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #9 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #10 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Total Consultant			-	\$ -		-	\$ -	-	\$ -
SUBCONSULTANTS									
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Total Subconsultants			-	\$ -		-	\$ -	-	\$ -
OTHER COSTS									
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Total Other Costs			-	\$ -		-	\$ -	-	\$ -
Total Task Order			-	\$ -		-	\$ -	-	\$ -

Exhibit 3: Federally Required Provisions

FEDERALLY REQUIRED PROVISIONS

In this EXHIBIT 3, any reference to "Contractor" shall mean CONSULTANT and any reference to subcontractor shall mean a subconsultant hired by CONSULTANT. AUTHORITY is at times referred to as "recipient" or "sponsor" herein. Contractor (including all subcontractor) shall insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts; Contractor (or subcontractor) shall incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services; and Contractor shall, as prime contractor, be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

1. ACCESS TO RECORDS AND REPORTS (SOURCE: 2 CFR § 200.33, 2 CFR § 200.336, FAA Order 5100.38)

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS (SOURCE: 2 CFR § 200 Appendix II(A))

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS – GENERAL (SOURCE: 49 USC § 47123)

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

4. CIVIL RIGHTS – TITLE VI ASSURANCE (SOURCE: 49 USC § 4712, FAA Order 1400.11)

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

5. CLEAN AIR AND WATER POLLUTION CONTROL (SOURCE: 2 CFR § 200, Appendix II(G))

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

6. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (SOURCE: 2 CFR § 200, Appendix II(E))

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys

payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

7. COPELAND “ANTI-KICKBACK” ACT (SOURCE: 2 CFR § 200, Appendix II(D), 29 CFR Parts 3 and 5)

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

8. DAVIS-BACON REQUIREMENTS (SOURCE: 2 CFR § 200, Appendix II(D), 29 CFR Part 5)

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage

determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona

fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the

submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person

is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

9. DEBARMENT AND SUSPENSION (SOURCE: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

10. DISADVANTAGED BUSINESS ENTERPRISE (SOURCE: 49 CFR part 26)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from AUTHORITY. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the AUTHORITY. This clause applies to both DBE and non-DBE subcontractors.

11. DISTRACTED DRIVING (SOURCE: Executive Order 13513, DOT Order 3902.10)

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

12. ENERGY CONSERVATION REQUIREMENTS (SOURCE: 2 CFR § 200, Appendix II(H))

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

13. EQUAL EMPLOYMENT OPPORTUNITY (EEO) (SOURCE: 2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246)

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EEO SPECIFICATION

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

14. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
(SOURCE: 29 USC § 201, et seq)

FEDERAL FAIR LABOR STANDARDS ACT

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

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

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

15. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (SOURCE: 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A)

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. PROHIBITION of SEGREGATED FACILITIES (SOURCE: 41 CFR § 60)

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

17. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (SOURCE: 29 CFR part 1910)

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

18. PROCUREMENT OF RECOVERED MATERIALS (SOURCE: 2 CFR § 200.322, 40 CFR part 247, Solid Waste Disposal Act)

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

19. RIGHT TO INVENTIONS (SOURCE: 2 CFR § 200, Appendix II(F), 37 CFR §401)

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

20. SEISMIC SAFETY (SOURCE: 49 CFR part 41)

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

21. TAX DELINQUENCY AND FELONY CONVICTIONS (SOURCE: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts, DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space

following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

22. TERMINATION OF CONTRACT (SOURCE: 2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

23. TRADE RESTRICTION CERTIFICATION (SOURCE: 49 USC § 50104, 49 CFR part 30)

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

23. VETERAN'S PREFERENCE (SOURCE: 49 USC § 47112(c))

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Exhibit 4: Request for Qualifications Response