



Rhode Island Airport Corporation

August 19, 2020

RIAC Multiple Projects - Request for Qualifications No. 30918

**Public Address System Replacement
T.F. Green Airport**

**Dispatch Console and 800 MHz Radio and Equipment Replacement
T.F. Green Airport**

**Security Camera and Video System Improvements
T.F. Green Airport**

**ARFF Rapid Response Deployment Communication System Replacement
T.F. Green Airport**

**Stormwater Conveyance and Drainage System Assessment and Improvements
T.F. Green Airport**

**Airfield Electrical, Lighting and Signage Assessment and Improvements
T.F. Green Airport**

**Terminal Public Water Supply
Block Island Airport**

**Apron Rehabilitation
Block Island Airport**

**Wildlife and Security Fence Installation, Replacement & Repair
North Central Airport**

**Airside Pavement Management Program Phase II
System-Wide Airports**

**Obstruction Removal and Easement Acquisition
System-Wide Airports**

Introduction

The Rhode Island Airport Corporation (RIAC) is seeking proposals from qualified consulting firms with capabilities to perform work on the following projects:

- Public Address System Replacement – T.F. Green Airport
- Dispatch Console and 800 MHz Radio and Equipment Replacement – T.F. Green Airport
- Security Camera and Video System Improvements – T.F. Green Airport
- ARFF Rapid Response Deployment Communication System Replacement – T.F. Green Airport
- Stormwater Conveyance and Drainage System Assessment and Improvements – T.F. Green Airport
- Airfield Electrical, Lighting and Signage Assessment and Improvements – T.F. Green Airport
- Terminal Public Water Supply – Block Island Airport
- Apron Rehabilitation – Block Island Airport
- Wildlife Fence Installation & Repair – North Central Airport
- Airside Pavement Management Program Phase II – System-Wide Airports
- Obstruction Removal and Easement Acquisition – System-Wide Airports

The services requested may include but are not limited to Assessment, Programming, Federal Aviation Administration (FAA) Grant Preparation and Administration, Preliminary Design, Design, Estimation, Construction Administration, and Construction Inspection/Technical Observation.

Project scopes are outlined further in this document and respondents may choose to propose on one or any combination of the above identified projects. The submitted cover letter shall clearly note which specific project(s) the respondent wishes to be considered for.

Scope of Projects

All projects shall include necessary assessments, programming, grant administration, permit preparation (including any environmental permitting), design and construction services as required to support RIAC in delivering successful projects in accordance with FAA requirements. All projects shall prepare project definition reports detailing findings and scopes of work recommended. Scopes of work shall be approved by the FAA prior to proceeding with the next phase of the project. Dates included within this RFQ are estimated, however, where appropriate, grant applications need to be prepared based on bids to ensure timely submission prior to May 1, 2021.

Public Address System Replacement – T.F. Green Airport

The airport terminal Public Address (PA) System is mostly original to the construction of the terminal, which is approximately 25 years old. It is operational, but outdated to the degree where obtaining repair parts is typically either very difficult or impossible, depending on the component. An assessment of the existing system shall be performed initially and a project definition report prepared outlining the recommended actions, which may include full or partial replacement of system components. Once the project scope has been determined and approved by the FAA, the consultant shall proceed with the design and bid phases and then construction administration and inspection for the improvements.

The anticipated schedule for this project is as follows:

- Notice to Proceed: November 28, 2020
- Preliminary Design: January 31, 2021
- Final Design: February 26, 2021

- Bid Opening: March 31, 2021
- FAA Grant Application: April 30, 2021

Dispatch Console and 800 MHz Radio and Equipment Replacement

The current Dispatch Console is archaic and is challenged in supporting current and future communication needs. The new system should be able to communicate with multi-agencies including the FAA, State Police, local enforcement agencies, etc. (consistent with airport dispatch systems), and be compatible with current communication systems throughout the region. New system housing and visual aids will likely be part of the system design to support the new equipment.

The anticipated schedule for this project is as follows:

- Notice to Proceed: November 28, 2020
- Preliminary Design: January 31, 2021
- Final Design: February 26, 2021
- Bid Opening: March 31, 2021
- FAA Grant Application: April 30, 2021

Security Camera and Video System Improvements

This will likely be a phased project. Phase I will be the overall assessment of both information storage nodes/servers and the assessment of security cameras. It will also include the update and or replacement for the information storage nodes and servers. Phase II will be the update and replacement of the security cameras and video system. The security camera system storage and servers are approximately 10 years old, and in need of replacement. Replacement parts for this equipment are many times unavailable and as such, storage capability and back up can become compromised. An assessment of the entire existing system, both storage and cameras/video systems, shall be performed and a project definition report submitted outlining the recommended actions. The assessment should include how the storage system would be able to integrate a new/updated access security control system. Once the project scope has been determined, the consultant shall proceed with the design and bid phases and then construction administration and inspection for the improvements.

The anticipated schedule for this project is as follows:

- Notice to Proceed: November 28, 2020
- Preliminary Design: January 31, 2021
- Final Design: February 26, 2021
- Bid Opening: March 31, 2021
- FAA Grant Application: April 30, 2021

ARFF Rapid Response Deployment Communication System Replacement

The current rapid response deployment communication system is extremely dated and is fragmented in infrastructure and parts. The new system should provide a clear, consistent, and reliable communication capability between the Airport Traffic Control Tower, Rhode Island Airport Dispatch, and the Airport Rescue and Fire Fighting Station. The system should also be redundant in order to ensure continued operation during emergency situations such as power outages. A project definition report shall be developed detailing the scope and cost of the replacement system prior to design. Once the project scope has been determined, the consultant shall proceed with the design and bid phases and then construction administration and inspection for the improvements.

The anticipated schedule for this project is as follows:

- Notice to Proceed: November 28, 2020
- Preliminary Design: January 31, 2021
- Final Design: February 26, 2021
- Bid Opening: March 31, 2021
- FAA Grant Application: April 30, 2021

Stormwater Conveyance and Drainage System Assessment and Improvements

A good percentage of the stormwater and drainage infrastructure is aging and most improvements that have been made in recent history have been limited to whatever fell within concise project areas associated with other airfield pavement projects. RIAC is aware of several general areas of the system experience base flow, even during dry periods, which may indicate unwanted infiltration. This project will include an assessment of the existing system with a report of recommended actions based on assessment findings. Once a project definition report has been generated the project scope has been approved by the FAA, the consultant shall proceed with the design and bid phases and then construction administration and inspection for the improvements. Recommended improvements will likely be phased depending upon funding, and findings within the Assessment.

The anticipated schedule for this project is as follows:

- Notice to Proceed: November 28, 2020
- Draft Assessment: January 31, 2021
- Final Assessment and Project Definition Report: February 26, 2021
- Design and Bid Phase 1: April 15, 2021
- FAA Grant Application: April 30, 2021
- Start Construction: August 2021
- Complete Construction: June 2022

Airfield Electrical, Lighting and Signage Assessment and Improvements – T.F. Green Airport

RIAC has had numerous issues with airfield electrical components over the years, largely due to the age of the electrical infrastructure. As projects are executed, the practice has been to include repairing or replacing as much of the airfield electrical and signage as is practicable. However, there remains significant portions of the system that have yet to receive any major work. This manifests itself in numerous issues including runway light outages. This project will include an assessment of the existing system with a project definition report summarizing findings and recommended actions to address areas of compromised integrity. Another desired output from this project is a firm set of “as-built” plans to represent the report’s findings and system’s condition. Once the project scope has been determined, the consultant shall proceed with the design/analysis work. This may also result in further design and bid phase services, as well as construction administration and inspection, if RIAC decides to implement any of the proposed improvements.

The anticipated schedule for this project is as follows:

- Notice to Proceed: November 28, 2020
- Preliminary Reports: March 31, 2021
- Final Reports: April 30, 2021
- FAA Grant Application: April 30, 2021

Terminal Public Water Supply – Block Island

Block Island Airport is currently supplied water via a private well system. This system has proven to require frequent maintenance, both in labor and material costs. As such, there have been periods of

down-time where airport users and tenants have no access to water. Water testing requirements further exacerbate any outage issues. Block Island Water Company has indicated they will work with RIAC to establish connection to the airport in order to provide the water supply in lieu of the private well. This project will include all efforts to accomplish the new water supply service, including preliminary design, coordination with Block Island Water Company, design, bid phase services, and construction administration and inspection.

The anticipated schedule for this project is as follows:

- Notice to Proceed: November 28, 2020
- Preliminary Design: December 31, 2020
- Final Design: March 31, 2021
- Bid Opening: April 15, 2021
- FAA Grant Application: April 30, 2021
- Start Construction: August 2021
- Complete Construction: December 2021

Apron Rehabilitation – Block Island

The aircraft parking ramp was recently assessed during the Pavement Management Program development and the Pavement Condition Index (PCI) was categorized as “Poor”, “41-55”. This project will be to design improvements to the pavement that can be accomplished within the available funding allocated. An assessment of the pavement shall be performed and a preliminary design report submitted outlining the recommended actions. Once the project scope has been determined, the consultant shall proceed with the design and bid phases and then construction administration and inspection for the improvements.

The anticipated schedule for this project is as follows:

- Notice to Proceed: November 28, 2020
- Preliminary Design: January 31, 2021
- Final Design: February 26, 2021
- Bid Opening: March 31, 2021
- FAA Grant Application: April 30, 2021
- Start Construction: August 2021
- Complete Construction: June 2022

Wildlife and Security Fence Installation, Replacement & Repair – North Central Airport

The airport perimeter property at North Central Airport is in need of additional security and/or wildlife fencing, including access gates and equipment as appropriate. Approximately 10,000 linear feet of new chain link or suitable product, is needed to enclose the airport perimeter, particularly around the approach to Runway 5. In order to complete the job, existing wetlands will need to be verified and mapped, and the existing terrain be studied to determine the best routing of the proposed fence. Additionally, repairs and replacement is needed around approximately 9,000 linear feet of existing fence, where vegetation is overgrown, and in some instances, the fence cannot be easily seen or found. One double-swing gate, controls and loop are also in need of replacement.

The anticipated schedule for this project is as follows:

- Notice to Proceed: November 28, 2020
- Preliminary Design: January 31, 2021

- Final Design: February 26, 2021
- Bid Opening: March 31, 2021
- FAA Grant Application: April 30, 2021
- Start Construction: August 2021
- Complete Construction: December 2021

Airside Pavement Management Program Phase II – System-Wide Airports

A Pavement Management Program has recently been completed and is in Draft Final version. This project will include more in-depth data collection and assessment of select capital projects that have been identified as priorities for the near future. The further data collection and analysis may include records review, survey (LIDAR or otherwise), visual review of pavement, non-destructive testing, geotechnical investigations, and traffic data evaluation. With additional information, the final task will be to determine accurate project costs.

The anticipated schedule for this project is as follows:

- Notice to Proceed: November 28, 2020
- Preliminary Reports: March 31, 2021
- Final Reports: April 30, 2021
- FAA Grant Application: April 30, 2021

Obstruction Removal and Easement Acquisition – System-Wide Airports

An Airspace Analysis program has recently been completed and is in Draft Final version. This project will use that data and include more in-depth analysis and design for the purposes of executing actual obstruction removal projects to clear runway approaches and other Part 77 surfaces. This may be for any one or combination of the six airports under RIAC management, but will likely begin with Newport Airport (UUU). Once the project scope has been determined, the consultant shall proceed with the design and bid phases and then construction administration and inspection for the improvements.

The anticipated schedule for this project is as follows:

- Notice to Proceed: November 28, 2020
- Preliminary Design: January 31, 2021
- Final Design: February 26, 2021
- Bid Opening: March 31, 2021
- FAA Grant Application: April 30, 2021
- Start Construction: August 2021
- Complete Construction: June 2022

Schedule for Submission and Award

| <u>Description</u> | <u>Estimated Timeframe</u> |
|---|--|
| Consultant Notification | September 18, 2020 |
| Consultant Interviews | Week of September 21, 2020 (if needed) |
| Consultant Award | September 25, 2020 |
| Consultant Finalized Scope and Fee | October 16, 2020 |
| Finalized Task Order and Fee Negotiations, with IFE | October 9, 2020 |
| Notice to Proceed | November 28, 2020 |

Request for Qualifications (RFQ) Requirements

Respondents shall submit a separate proposal for each project they are interested in. RIAC requires respondents to use a minimum 12-point font size and keep the proposal to a **maximum** of ten (10) 8½" x 11" double sided pages, excluding:

- Executive Summary (which should not exceed one page, double sided)
- Resumes (each resume not to exceed one page, double sided, maximum of six)
- References (each reference not to exceed one page, double sided, maximum of five)

Proposing firm shall submit five (5) printed copies and one (1) electronic thumb drive of the proposal to:

Office of Procurement
Rhode Island Airport Corporation
T. F. Green Airport
2000 Post Road
Warwick, RI 02886-1533

Attn: RIAC Multiple Projects – Request For Qualifications – Contract No. 30918

The proposal must be submitted **no later than 2:00PM EDT, September 11, 2020**. Late submissions will not be accepted.

In order to control the dissemination of information regarding this RFQ, Firms interested in submitting proposals shall not make personal contact with any member of RIAC staff or Board of Directors regarding this RFQ. Questions concerning this RFQ should be directed, via email, to procurement@pvdairport.com no later than **2:00PM EDT, August 24, 2020**. RIAC will post any final addendums related to this RFP no later than end of day **August 26, 2020**. This addendum will be posted to RIAC's website (www.pvdairport.com/corporate/procurement) and the State of Rhode Island's Division of Purchasing website (www.purchasing.ri.gov/).

RIAC accepts no financial responsibility for any costs incurred by a Firm in responding to this RFQ, participating in oral presentations, or meeting with RIAC prior to being awarded the contract. The proposals in response to this RFQ become the property of RIAC and may be used by RIAC in any way it deems appropriate. All information submitted in response to this RFQ is deemed public and subject to disclosure unless a separate redacted public copy is submitted, regardless of whether the information is marked confidential/proprietary. Firm's may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act (R.I. Gen. Laws § 38-2 et. seq.). If Firm does not submit a redacted public copy, RIAC assumes that Firm is not seeking confidential treatment for any of its information and thus, all information is subject to public disclosure.

By submitting a proposal, the Firm certifies that it has fully read and understands the RFQ, has full knowledge of the scope of work to be provided, and accepts the terms and conditions under which the services are to be performed. RIAC will be the sole judge in determining as equivalent products (if applicable).

RIAC reserves the right to interview some, all or none of the Firm's responding to this RFQ based solely on its judgment as to the Firm's proposal and capabilities. **The date for any such interviews is tentatively scheduled for the period of September 21 – September 25, 2020**. RIAC reserves the right to reject any and all submittals, to request and consider additional information from submitters, and to reject any and all submittals on any basis without disclosing the reason. No Firm may withdraw their submittal for at least one hundred twenty (120) days after the time and date set for submission. RIAC

reserves the right to waive any irregularities and technical defects. RIAC reserves the right to modify, amend or waive any provisions of this RFQ, prior to the issuance of a contract.

Required Contract Provisions

Upon the selection of a Firm for any of the projects listed in this RFQ, RIAC will provide the selected Firm with the agreement that shall govern and control the applicable project, which shall be executed by the selected Firm. Notwithstanding the foregoing, RIAC adheres to all applicable FAA contractual and grant requirements, the FAA required contract clauses are set forth and attached to this RFP in Exhibit E and, the selected Firm shall abide by the required contract clauses set forth in Exhibit E. The FAA required contract clauses will be attached to the agreement governing and controlling the project and the selected Firm shall agree that the FAA required contract clauses may be unilaterally amended by RIAC as necessary for RIAC to comply with its grant assurances and applicable law.

Submittal & Evaluation Criteria

The RFQ shall include the following items which will assist in the evaluation:

1. Experience of Proposed Team – 40%

- a. Provide an organizational chart for the proposed team
- b. Key personnel's professional qualifications and experience and availability (include percentage) for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies, and procedures.
- c. For each team member, indicate the percentage of dedicated availability for this project
- d. Provide demonstrated experience working with Federal Aviation Administration and, when applicable to a listed project, Rhode Island Department of Environmental Management RIPDES and Fresh Water Wetlands permitting
- e. Provide contact information (phone number & email address) of the primary contact for this solicitation

2. Experience of Firm – 30%

- a. Capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed task.
- b. Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns.
- c. Include at least two (2) representative projects to be used as relevant experience, and only those for which some or all of the project team were involved, and include a contact for the respective client.

3. Project Understanding and Approach – 25%

- a. Demonstrate an understanding of and familiarity with this project and describe your approach to completing it.
- b. Degree of interest shown in undertaking the project and their familiarity with and proximity to the geographic location of the project.
- c. Demonstrate how you will meet the schedule to ensure we are ready to receive the FAA grant.

4. DBE Participation Goal – 5%

- a. For the purpose of this RFQ, firms must provide a statement committing to the use of available DBE's as determined by the goal(s) and to provide a representative list of potential DBE firms who may be able to participate on all work elements associated with this RFQ.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of RIAC to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. RIAC encourages participation by all firms qualifying under this solicitation

regardless of business size or ownership.

Additional Requirements

Campaign Finance Compliance

Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made (RI General Law 17-27). Forms may be obtained at Board of Elections, Campaign Finance Division, 50 Branch Avenue, Providence, RI 02904, (401-222-2056).

Major State Decision-Maker

Does any Rhode Island "Major State Decision-Maker", as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a \$5,000 or greater cash interest in this business?

For purposes of this question, "Major State Decision-Maker" means:

- (i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff; and
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

If your answer is "Yes", please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

Title VI Solicitation Notice

RIAC, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession 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.

EXHIBIT E

FAA REQUIRED CONTRACT CLAUSES

As applicable, CONSULTANT agrees as follows:

1. NONDISCRIMINATION – GENERAL

- a. Applicability: Clauses 1.b to 1.e. apply to all contracts and must be included in all subcontracts.
- b. CONSULTANT agrees that it will 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.
- c. This provision binds the CONSULTANT subconsultants, and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- d. This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.
- e. In these cases the provision obligates the party or any transferee for the longer of the following periods:
 - i. the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - ii. the period during which the airport sponsor or any transferee retains ownership or possession of the property.

2. NONDISCRIMINATION – TITLE VI

- a. Applicability: Clause 2.b. applies to all contracts and must be included in all subcontracts.
- b. During the performance under this AGREEMENT, CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:
 - i. **Compliance with Regulations.** CONSULTANT shall comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities listed below in Section 2. b. vii. (“Regulations”) as they may be amended from time to

time, which are hereby incorporated herein by reference and made a part of this AGREEMENT.

- ii. **Nondiscrimination.** CONSULTANT, with regard to the SERVICES performed by it during the term of this AGREEMENT, shall 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. CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- iii. **Solicitations for Subcontracts.** In all solicitations either by competitive bidding or negotiation made by CONSULTANT for services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- iv. **Information and Reports.** CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by RIAC or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to RIAC or the FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
- v. **Sanctions for Noncompliance.** In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, RIAC shall impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONSULTANT under this AGREEMENT until CONSULTANT complies, and/or
 - (b) cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
- vi. **Incorporation of Provisions.** CONSULTANT shall include the provisions of 2.b. (i) through (vi) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as RIAC or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States or RIAC.
- vii. **Title VI List of Pertinent Nondiscrimination Statutes and Authorities.** During the performance of this Agreement, CONSULTANT, for itself, its

assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- 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).

3. ACCESS TO RECORDS AND REPORTS.

- a. Applicability: Clause 3.b. applies to all AIP eligible projects and must be included in all subcontracts.
- b. CONSULTANT must maintain an acceptable cost accounting system. CONSULTANT agrees to provide RIAC, 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 CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. CONSULTANT 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.

4. BREACH OF CONTRACT TERMS.

- a. Applicability: Clause 4.b. applies to all AIP eligible projects that exceed \$100,000 and must be included in all subcontracts meeting that threshold.
- b. Any violation or breach of terms of this AGREEMENT on the part of the CONSULTANT or its subcontractors or subconsultants may result in the suspension or termination of this AGREEMENT or such other action that may be necessary to enforce the rights of the parties of this AGREEMENT. The duties and obligations imposed by the AGREEMENT and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

5. BUY AMERICAN PREFERENCE.

- a. Applicability: Clause 5.b. applies to all AIP eligible projects under which this AGREEMENT has a manufactured product as a deliverable and must be included in all applicable subcontracts.

- b. CONSULTANT agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP eligible projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

6. CLEAN AIR AND WATER POLLUTION CONTROL.

- a. Applicability: Clause 6.b. applies to all AIP eligible projects that exceed \$100,000 and must be included in all subcontracts meeting that threshold.
- b. CONSULTANT agrees:
 - i. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
 - ii. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
 - iii. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
 - iv. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

- a. Applicability: Clause 7.b. applies to all AIP eligible projects that exceed \$100,000 and must be included in all subcontracts meeting that threshold.
- b. CONSULTANT agrees:
 - i. 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.

ii. 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.

iii. 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.

iv. 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.

8. DEBARMENT AND SUSPENSION

- a. Applicability: Clauses 8.b and c. apply to all AIP eligible projects that exceed \$25,000 and must be included in all subcontracts meeting that threshold.
- b. By submitting a bid/proposal under the solicitation for this AGREEMENT, CONSULTANT certifies that at the time CONSULTANT submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

- c. 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. CONSULTANT 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 tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

9. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

- a. Applicability: Clause 9.b. applies to all AIP eligible projects and must be included in all subcontracts.
- b. CONSULTANT agrees to abide by the federal minimum wage provisions contained in the Fair Labor Standards Act (29 USC 201). CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

10. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

- a. Applicability: Clause 10.b. applies to all AIP eligible projects and must be included in all subcontracts.
- b. CONSULTANT 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.

11. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

- a. Applicability: Clause 9.b. applies to all AIP eligible projects and must be included in all subcontracts.
- b. CONSULTANT agrees to abide by the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

12. RIGHT TO INVENTIONS.

- a. Applicability: Clause 12.b. applies to all AIP eligible projects and must be included in all subcontracts.
- b. All rights to inventions and materials generated under this AGREEMENT are subject to requirements and regulations issued by the FAA and RIAC of the Federal grant under which this contract is executed.

13. TERMINATION OF CONTRACT.

- a. Applicability: Clause 13.b. applies to all AIP eligible projects that exceed \$10,000 and must be included in all subcontracts meeting that threshold.
- b. Additional Termination Rights:
 - i. RIAC may, by written notice, terminate this contract in whole or in part at any time, either for the RIAC's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all

materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to RIAC.

- ii. If the termination is for the convenience of RIAC, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- iii. If the termination is due to failure to fulfill the contractor's obligations, RIAC may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to RIAC for any additional cost occasioned to RIAC thereby.
- iv. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of RIAC. In such event, adjustment in the contract price will be made as provided in paragraph ii of this clause.
- v. The rights and remedies of RIAC provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

14. TRADE RESTRICTION

- a. Applicability: Clause 14.b. applies to all AIP eligible projects and must be included in all subcontracts.
- b. By submission of an offer, the CONSULTANT certifies that with respect to this solicitation and any resultant contract, the CONSULTANT –
 - 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.

CONSULTANT must provide immediate written notice to the RIAC if CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed

circumstances. The CONSULTANT must require subcontractors provide immediate written notice to the CONSULTANT 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 CONSULTANT 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.

CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. CONSULTANT 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 CONSULTANT 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 CONSULTANT or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through RIAC cancellation of the contract or subcontract for default at no cost to RIAC or the FAA.

15. TEXTING WHEN DRIVING

- a. Applicability: Clauses 15.b. and c. apply to AIP eligible projects and must be included in all subcontracts.
- b. 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), FAA 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 sub-grant.

- c. CONSULTANT must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. CONSULTANT must include these policies in each third party subcontract involved on this project.

16. VETERAN'S PREFERENCE

- a. Applicability: Clause 16.b. applies to all AIP eligible projects and must be included in all subcontracts that involve labor.
- b. In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

17. DISADVANTAGED BUSINESS ENTERPRISES

- a. Applicability: Clauses 16.b. through e. apply to all AIP eligible projects and must be included in all subcontracts.
- b. In connection with the performance of this AGREEMENT, CONSULTANT shall cooperate with RIAC in meeting its commitments and goals with respect to the maximum utilization of Disadvantaged Business Enterprises (DBEs). CONSULTANT shall use reasonable efforts to ensure that DBEs shall have the maximum opportunity to compete for subconsultant and subcontractor work under this AGREEMENT in accordance with RIAC's requirements relating to disadvantaged businesses. The stated goal for DBE participation under this AGREEMENT will be determined on a task order basis.
- c. On a monthly basis, in such form as RIAC may require, CONSULTANT shall provide a written report setting forth the efforts undertaken by CONSULTANT to comply with the requirements of this section and the level of participation of disadvantaged enterprises in the work undertaken pursuant to this AGREEMENT. Such report shall accompany the monthly invoices for payment submitted by CONSULTANT.
- d. CONSULTANT, and any subcontractor or subconsultant, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this AGREEMENT or such other remedy, as the recipient deems appropriate.

- e. CONSULTANT agrees to pay each subcontractor or subconsultant under this AGREEMENT for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the CONSULTANT receives from RIAC. CONSULTANT agrees further to return retainage payments to each subcontractor or subconsultant within ten (10) days after the subcontractor's or subconsultant'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 RIAC. This clause applies to both DBE and non-DBE subcontractors and subconsultants.