



**Boca Raton Authority Airport  
903 NW 35th Street  
Boca Raton, FL 33431**

## **REQUEST FOR QUALIFICATIONS**

**RFQ NO.: 2024-BRAA-003**

### **AIRPORT MANAGEMENT CONSULTING AND ADVISORY SERVICES**

DUE DATE AND TIME: January 15, 2025, 2:00 P.M. (LOCAL TIME)

#### **INSTRUCTIONS**

Responses must be received on or before the due date and time (local time) listed below. Responses shall be limited to a maximum of fifty (50) pages, excluding financial information and litigation and other contract dispute information.

Respondents shall submit five (5) complete copies and one electronic copy of all requested material to:

Boca Raton Airport Authority, front lobby reception desk  
903 NW 35th St  
Boca Raton, FL 33431  
RE: RFQ #Number

Normal business hours for the Boca Raton Airport Authority (“BRAA”) are 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays.

**RESPONSES MUST BE RECEIVED NO LATER THAN 3:00 P.M., EASTERN STANDARD TIME (EST), ON DATE.**

BRAA will not accept electronically transmitted, late, or misdirected Responses. Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Response is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. The time and date for receipt of Responses will be strictly observed. The BRAA will not be responsible for late deliveries or mail delays. Each Response will be time/date stamped upon receipt. Responses received after the specified time and date shall be returned unopened.

Each hard copy Response submitted to the BRAA shall have the following information clearly marked on the face of the sealed package: Respondent’s name, return address, RFQ number, due date for Responses, and the title of the RFQ. Included in the envelope shall be a one (1) original hard copy, a signed Response Submittal Signature Page, and 4 duplicate hard copies. If the Response Submittal Signature Page is not included in the package as an original hard copy, the BRAA may deem the Response non-responsive.

Responses must contain all information required to be included in the submittal, as described in this solicitation.

## **CONTACT**

Any questions regarding the specifications and solicitation process must be submitted in writing to the Deputy Director at [scott@bocaairport.com](mailto:scott@bocaairport.com)

Requests for clarification and additional information must be received by the Deadline for Requests for Clarification on DATE.

**Boca Raton Authority Airport  
903 NW 35th Street  
Boca Raton, FL 33431**

**LEGAL ADVERTISEMENT**

**REQUEST FOR QUALIFICATIONS NO. 2024-BRAA-003**

**Airport Management Consulting and Advisory Services**

The Boca Raton Airport Authority (“BRAA”) is soliciting a qualified contractor to provide the following Airport Management Consulting and Advisory Services in accordance with the terms, conditions, and specifications contained in this Request for Qualifications.

Request for Qualifications documents are available beginning DATE on the Boca Raton Airport Authority website at [www.bocaairport.com](http://www.bocaairport.com) or by contacting the Boca Raton Airport Authority by e-mail at [scott@bocaairport.com](mailto:scott@bocaairport.com) or by phone at (561) 391-2202.

Date of Advertisement:	December 8, 2024
Deadline for Requests for Clarification:	January 8, 2025 at 2:00p.m.
Deadline for Submission of Responses:	January 15, 2025 at 2:00p.m.

Written Responses shall be limited to a maximum of fifty (50) pages, excluding financial information and litigation and other contract dispute information.

In accordance with the Americans with Disabilities Act (“ADA”), persons with disabilities who require special accommodations to participate in this solicitation should contact the Boca Raton Airport Authority office at (561) 391-2022 to request such accommodations.

**Civil Rights – Notice Solicitation**

The Boca Raton Airport Authority, 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 proposers, bidders or respondents 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 responses to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Publish: 12/8/2024

Scott Kohut, Deputy Director

**TABLE OF CONTENTS**

**SECTION 1: PROJECT OVERVIEW ..... 1**

**SECTION 2: GENERAL TERMS AND CONDITIONS ..... 2**

**SECTION 3: SPECIAL TERMS AND CONDITIONS ..... 11**

**SECTION 4: SCOPE OF SERVICES ..... 15**

**SECTION 5: MINIMUM QUALIFICATIONS AND EXPERIENCE ..... 20**

**SECTION 6: RESPONSE REQUIREMENTS ..... 22**

**SECTION 7: THE EVALUATION PROCEDURE..... 24**

**SECTION 8: RESPONSE SUBMITTALS ..... 26**

**ACKNOWLEDGEMENT OF ADDENDA ..... 27**

**RESPONSE SUBMITTAL SIGNATURE PAGE..... 28**

**CONFLICT OF INTEREST DISCLOSURE FORM..... 29**

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW ..... 30**

**DRUG-FREE WORKPLACE ..... 31**

**NON-COLLUSION AFFIDAVIT ..... 32**

**TRUTH – IN – NEGOTIATION CERTIFICATE ..... 33**

**ANTI-HUMAN TRAFFICKING AFFIDAVIT ..... 34**

**SECTION 9: SAMPLE AGREEMENT FORMAT ..... 36**

**SECTION 10: EXHIBITS ..... 41**

**SECTION 11: MANDATORY FAA CONTRACT PROVISIONS FOR AIRPORTS  
IMPROVEMENT PROGRAM (AIP) GRANT-FUNDED PROJECTS..... 42**

*Last revised 11.8.24*

## SECTION 1: PROJECT OVERVIEW

- 1.1 The Boca Raton Airport Authority (“BRAA”), is soliciting Responses from qualified contractors to provide the following services: Airport Management Consulting and Advisory Services
- 1.2 The BRAA intends to award a contract(s) for three years with the option to renew for an additional two, 1-year extensions, at the BRAA’s sole discretion.
- 1.3 A contract will be awarded to the Respondent(s) determined to be responsive and responsible with the highest ranking or scores. The BRAA reserves the right to award a single contract for all services or multiple contracts, whichever is in the BRAA’s best interest.
- 1.4 The anticipated schedule for this solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFQ	12/8/2024
b.	Institute Cone of Silence	12/8/2024
c.	Deadline for Delivery of Questions	1/8/2025 at 2:00p.m.
d.	Due Date and Time (for delivery of Responses)	1/15/2025at 2:00p.m.
e.	Evaluation by the Executive Director or Qualifications Evaluation Committee (QEC)	TBD
f.	Interviews (if conducted)	TBD
g.	Final Evaluations	TBD

### 1.5 MEETING LOCATIONS

Boca Raton Airport Authority  
90 NW 35<sup>th</sup> St  
Boca Raton FL, 33431

## SECTION 2: GENERAL TERMS AND CONDITIONS

### 2.1 DEFINITIONS

- a. Response: Any statement(s) of qualifications submitted in response to this Request for Qualifications.
- b. Respondent: Person or firm submitting a Response to this Request for Qualifications.
- c. Solicitation or Request for Qualifications: This solicitation documentation, including any and all addenda.
- d. Response Submittal forms: Forms that must be completed and submitted with the Response as described in Section 8.
- e. BRAA or Authority: The Boca Raton Airport Authority.
- f. Contract or Agreement: This Request for Qualifications, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the BRAA and the Respondent.
- g. Contractor: Selected Respondent that is awarded a contract to provide the services described in this RFQ to the BRAA.
- h. Responsible Respondent: Respondent that has the capability in all respects to fully perform the contract requirements, as stated in the Request for Qualifications, and the integrity and reliability that will assure good-faith performance.
- i. Responsive Respondent: Respondent whose Response conforms in all material respects to the terms and conditions included in the Request for Qualifications.
- j. Qualifications Evaluation Committee or "QEC": A committee appointed by the Executive Director and composed of at least three members, including but not limited to the Executive Director or the Executive Director's designee, and two Appointed QEC Members.

### 2.2 CONE OF SILENCE

Pursuant to Section 16 of the Procurement Code of the BRAA, and subject to the exceptions described therein, any verbal or written communication between a Respondent or its representatives, employees or agents and the BRAA or any of its members, or the Executive Director or any of Executive Director's staff, consultants or agents regarding a solicitation is under a "cone of silence" and, with the exception of the communication expressly allowed under this RFQ or under Section 16 of the Procurement Code, is strictly prohibited from the date of advertisement of the solicitation through the final recommendation of award of a contract.

### 2.3 ADDENDUM

The Executive Director may issue an addendum in response to any inquiry received, prior to the due date for Responses, which changes, adds, or clarifies the terms, provisions, or requirements of the solicitation. The Respondent should not rely on any representation, statement, or explanation,

whether written or verbal, other than those made in the solicitation document or in the addenda issued. Where there appears to be a conflict between the solicitation and any addenda, the last addendum issued shall prevail. It is the Respondent's responsibility to ensure receipt of all addenda and any accompanying documentation. The Respondent is required to submit with its Response a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

### 2.4 LEGAL REQUIREMENTS

This solicitation is subject to all legal requirements contained in the BRAA enabling act (House Bill No. 1049), the applicable BRAA by-laws, resolutions, rules and regulations, standard operating policies, insurance standards, and all applicable State, and Federal statutes. Where conflict exists between this solicitation and these legal requirements, the legal authority shall apply in the following order: Federal, State, and local.

### 2.5 CHANGE OF RESPONSE

Prior to the scheduled due date for Responses, a Respondent may change its Response by submitting a new Response (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Response replaces the original Response. The new submittal shall contain the letter and all information as required for submitting the original Response. No changes to a Response will be accepted after Responses have been opened.

### 2.6 WITHDRAWAL OF RESPONSE

A Response shall be irrevocable unless the Response is withdrawn as provided herein. A Response may be withdrawn by submitting a written letter to the Executive Director prior to the due date for Responses or ninety (90) days after the Response has been opened and prior to award. The effective date of the withdrawal shall be the date the Executive Director receives the letter. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Respondent.

### 2.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, the Response Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Response Submittal forms, the Scope of Services, the Special Conditions, and then the General Terms and Conditions.

## 2.8 PROMPT PAYMENT TERMS

It is the policy of the BRAA that payment for all purchases by BRAA shall be made in a timely manner. The BRAA will pay the selected Respondent upon receipt and acceptance of the goods or services by a duly authorized representative of the BRAA. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the BRAA shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Executive Director or designee, not later than sixty (60) days after the date on which the proper invoice was received by the BRAA.

## 2.9 DISCOUNTS (PROMPT PAYMENTS)

The Respondent may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Respondent during the evaluation period. Respondents are requested to provide prompt payment terms in the space provided on the Response submittal forms signature page of the solicitation.

## 2.10 PREPARATION OF RESPONSES

- a. The Response Submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Response. Use of any other forms will result in the rejection of the Response. The Response Submittal forms must be legible. Respondents shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Response to be rejected.
- b. An authorized agent of the Respondent's firm must sign the Response Submittal forms where indicated. Failure to sign the Signature Page of the Response shall render the Response non-responsive.
- c. The Respondent must identify any exceptions it takes to the terms and conditions of the solicitation and contract. Exceptions will not automatically result in the Respondent being deemed non-responsive; however, such a determination is at the discretion of the BRAA. Respondents are cautioned that they may be considered non-responsive if Responses are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- d. The Respondent may submit alternate Response(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Response must meet or exceed the minimum requirements and be submitted as a separate Response marked "Alternate Response".
- e. Late Responses will not be accepted and will be returned to the sender unopened. It is the Respondent's responsibility to ensure timely delivery by the due date

and time, and at the place stated in this solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

## 2.11 CANCELLATION OF SOLICITATION

The BRAA reserves the right to cancel, in whole or in part, any Requests for Qualifications when it is determined, in the Executive Director's sole discretion, to be in the best interest of the BRAA.

## 2.12 PRE-AWARD INSPECTION

The BRAA may conduct a pre-award inspection of the Respondent's premises or hold a pre-award qualification hearing to determine if the Respondent is capable of performing the requirements of this solicitation.

## 2.13 AWARD OF CONTRACT

- a. This contract may be awarded to the highest ranked responsive and responsible Respondent meeting all requirements as set forth in the solicitation. The BRAA reserves the right to reject any and all Responses, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The BRAA shall be the sole judge of its best interest.
- b. The BRAA reserves the right to reject any and all Responses if it is determined to be in the BRAA's best interest to do so.
- c. The Respondent's prior performance as a prime contractor or subcontractor on previous BRAA contracts shall be taken into account in evaluating the Response received for this solicitation.
- d. The BRAA will provide a copy of the ranking and scores to all Respondents responding to this solicitation.
- e. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order (if any), and any change order(s) shall constitute the contract.
- f. Award of this Response may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- g. The BRAA reserves the right to request and evaluate additional information from any Respondent after the due date for Responses, as the BRAA deems necessary.

## 2.14 CONTRACT EXTENSION

The BRAA reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide BRAA with continual service and supplies while a new agreement is being solicited, evaluated, and/or executed. The Executive Director shall determine whether to extend the agreement, and shall exercise the right to automatically extend the agreement by written notice to the Respondent.

## 2.15 *Reserved*

## 2.16 STANDARD OF CARE

The Respondent acknowledges that BRAA has accepted and relied upon Respondent's representations regarding Respondent's skill and expertise in the Respondent's industry. Therefore, Respondent represents that its services will be performed in a manner consistent with the highest standard of care, diligence, and skill exercised by nationally recognized firms for similar services. Respondent acknowledges that this representation is a material inducement to BRAA in awarding the contract and deviation from the standard of care referenced herein shall be a material breach of the Contract, compensable as provided herein, and as provided in the RFQ documents and the Contract.

## 2.17 NON-EXCLUSIVITY

It is the intent of the BRAA to enter into an agreement with the selected Respondent that will satisfy its needs as described herein. However, the BRAA reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

## 2.18 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the BRAA and the selected Respondent, continue until completion at the same prices, terms, and conditions.

## 2.19 PROTEST

In accordance with Sections 9 to 15 of the BRAA Procurement Code, if a Respondent intends to protest a solicitation or proposed award of a contract, the following shall apply:

- a. The written protest must be received no later than seven (7) calendar days after such actual or prospective Respondent knew or should have known the facts giving rise to the protest. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Respondent of all rights of protest under this procedure.
- b. The Executive Director's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the BRAA.
- c. The Executive Director shall have the authority to settle and resolve the protest if such a settlement or resolution is practicable in the Executive Director's opinion. If the protest is not resolved by mutual agreement, the Executive Director shall promptly issue a decision in writing, after consulting with the Airport Legal Counsel. The decision shall state the reasons for the action taken and inform the protestant of his or her right to Administrative review and of the appeal security

requirements. A copy of this decision shall be mailed or otherwise furnished to the protestant.

- d. The Respondent shall have the right to appeal the decision of the Executive Director in accordance with the protest and appeals procedures as set forth in Section 15 of the BRAA Procurement Code.

## 2.20 LAWS AND REGULATIONS

The selected Respondent shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Respondent shall be familiar with all federal, state, and local laws that may affect the services offered.

## 2.21 LICENSES, PERMITS AND FEES

The selected Respondent shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the BRAA or a selected Respondent for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Respondent.

## 2.22 SUBCONTRACTING

Unless otherwise specified in this solicitation, the selected Respondent shall not subcontract any portion of the work without the prior written consent of the BRAA. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the BRAA shall constitute a material breach of the agreement and may result in termination of the contract for default.

## 2.23 ASSIGNMENT

The selected Respondent shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the BRAA. Assignment without the prior consent of the BRAA may result in termination of the contract for default.

## 2.24 SUBSTITUTION OF PERSONNEL

It is the intention of the BRAA that the selected Respondent's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Respondent wishes to substitute personnel, the selected Respondent shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the BRAA's approval. In the event the substitute personnel are not satisfactory to the BRAA, and the matter cannot be resolved to the satisfaction of the BRAA, the BRAA reserves the right to cancel the contract for cause.



## 2.25 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Respondent.

## 2.26 RESPONDENT'S COSTS

The BRAA shall not be liable for any costs incurred by Respondents in responding to this Request for Qualifications.

## 2.27 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the selected Respondent shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the BRAA or any of its departments. The selected Respondent shall provide physically competent employee(s) capable of performing the work as required. The BRAA may require the selected Respondent to remove any employee it deems unacceptable. All employees of the selected Respondent shall wear proper identification.

It is the selected Respondent's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The BRAA shall have no responsibility to check or verify the legal immigration status of any employee of the selected Bidder.

## 2.28 INDEMNIFICATION

The selected Respondent shall indemnify and hold harmless the BRAA and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the BRAA or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the selected Respondent or its employees, agents, servants, partners, principals, or subcontractors. The selected Respondent shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the BRAA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Respondent expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Respondent shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the BRAA or its officers, employees, agents, and instrumentalities as herein provided.

Nothing in this agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the BRAA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require selected Respondent to

indemnify the BRAA for its own negligence, or intentional acts of the BRAA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

## 2.29 COLLUSION

A Respondent recommended for award as the result of a competitive solicitation for any BRAA purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the BRAA stating either that the contractor is not related to any of the other parties proposing in the competitive solicitation or identifying all related parties, and attesting that the Response is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Respondent has not, directly or indirectly, induced or solicited any other Respondent to put in a sham Response, or any other person, firm, or corporation to refrain from proposing, and that the Respondent has not in any manner sought by collusion to secure to the Respondent an advantage over any other Respondent. In the event a recommended Respondent identifies related parties in the competitive solicitation, its Response shall be presumed to be collusive and the recommended Respondent shall be ineligible for award unless that presumption is rebutted to the satisfaction of the BRAA. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

## 2.30 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

## 2.31 PURCHASE OF OTHER ITEMS

The BRAA reserves the right to purchase other related services, not listed in the solicitation, during the contract term. When such requirements are identified, the BRAA may request a fee quote from the selected Respondent on the contract. The BRAA, at its sole discretion, will determine if the prices offered are reasonable and may choose to purchase the services from the selected Respondent, another contract Respondent, or a non-contract Respondent.

## 2.32 TERMINATION:

- a. **Availability of funds:** If the term of this contract extends beyond a single fiscal year of the BRAA, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the BRAA. The Board shall be the final authority as to

availability of funds and how such funds are to be allotted and expended. In the events funds for the project/purchase are not made available or otherwise allocated, the BRAA may terminate this contract upon thirty (30) days prior notice to the selected Respondent.

- b. **For convenience:** The BRAA, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Qualifications (RFQ) with or without cause immediately upon providing written notice to the selected Respondent. Upon receipt of such notice, the selected Respondent shall not incur any additional costs under the contract. The BRAA shall be liable only for reasonable costs incurred by the selected Respondent prior to the date of the notice of termination. The BRAA shall be the sole judge of "reasonable costs."
- c. **For default:** The BRAA reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Respondent fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Respondent must cure any such failure to perform or default. If the selected Respondent fails to cure the default within the time specified, the BRAA may then terminate the subject contract by providing written notice to the selected Respondent. The BRAA further reserves the right to suspend or debar the selected Respondent in accordance with the appropriate BRAA ordinances, resolutions, and/or policies. The vendor will be notified by letter of the BRAA's intent to terminate. In the event of termination for default, the BRAA may procure the required goods and/or services from any source and use any method deemed in its best interest. All reprocurement costs shall be borne by the incumbent Respondent.

#### 2.33 ACCESS AND AUDIT OF RECORDS

The BRAA reserves the right to require the selected Respondent to submit to an audit by an auditor of the BRAA's choosing at the selected Respondent's expense. The selected Respondent shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Respondent shall retain all records pertaining to this contract, and upon request, make them available to the BRAA for three (3) years following expiration of the contract. The selected Respondent agrees to provide such assistance as may be necessary to facilitate the review or audit by the BRAA to ensure compliance with applicable accounting and financial standards.

#### 2.34 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Federal Aviation Administration (FAA), the Department of Transportation

(DOT), the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

#### 2.35 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

#### 2.36 SEVERABILITY

In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

#### 2.37 GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

#### 2.38 ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

#### 2.39 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The BRAA complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this contract, the selected Respondent agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Respondent shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida and the federal government.

The selected Respondent further acknowledges and agrees to provide the BRAA with all information and documentation that may be requested by the BRAA from time to time regarding the solicitation, selection, treatment, and payment of subcontractors, suppliers, and Respondents in connection with this contract.

#### 2.40 MINIMUM WAGE REQUIREMENTS

The selected Respondent shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

#### 2.41 PUBLIC RECORDS

Florida law provides that agency records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Response opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Respondent believes any of the information contained in his/her/its Response is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Respondent must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Response number clearly marked on the outside. The BRAA will not accept Responses when the entire Response is labeled as exempt from disclosure. The BRAA's determination of whether an exemption applies shall be final, and the Respondent agrees to defend, indemnify, and hold harmless the BRAA and the BRAA's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the BRAA's treatment of records as public records.

The selected Respondent(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this solicitation.

#### 2.42 CONFLICTS OF INTEREST

All Respondents must disclose with their Response the name of any officer, director, or agent who is also an employee of the BRAA. Further, all Respondents must disclose the name of any BRAA employee who has any interest, financial or

otherwise, direct or indirect, of five percent (5%) or more in the Respondents' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Respondent from this solicitation and may be grounds for further disqualification from participating in any future solicitations with the BRAA.

#### 2.43 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Respondents list following a conviction for a public entity crime may not submit a bid, proposal or response on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or response on a contract with a public entity for the construction or repair of a public building or public work; may not submit bid, proposal or response on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

#### 2.44 TAXES

The BRAA is exempt from payment of Florida state sales and use taxes. The selected Respondent shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the BRAA, nor is the selected Respondent authorized to use the BRAA's tax exemption number in securing such materials.

#### 2.45 FORCE MAJEURE

The BRAA and the selected Respondent are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances that are not reasonably foreseeable and that beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the BRAA may at its sole discretion excuse performance for a longer term. Inability to obtain or delay in obtaining all necessary government approvals, permits, or licenses, and/or economic hardship of the selected Respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

#### 2.46 NOTICES

Notices shall be effective when received via certified U.S. Mail, hand delivery, or other mail delivery service, such as UPS or Federal Express, at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Email transmissions of less than fifty megabytes (50 MB) in size are acceptable notice when emailed to the email address set forth herein and are effective when received; however, email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Respondent and the BRAA.

#### 2.47 OWNERSHIP OF WORK PRODUCT

The BRAA shall have ownership rights, including without limitation copyrights and patents, to all work products developed for the BRAA by the selected Respondent.

#### 2.48 *Reserved*

#### 2.49 PREFERENCE FOR FLORIDA BUSINESSES

Pursuant to Section 287.084, Florida Statutes, where a bid involves the purchase of personal property, a Respondent or Bidder whose principal place of business is in outside this state shall provide the BRAA with a written opinion of an attorney at law to practice law in that foreign state, as to the preferences, if any or no one, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Where the Respondent or Bidder has a principal place of business in a state or political subdivision of a state that grants a preference to businesses within that state, then the BRAA will grant a preference to Respondents or Bidders with a principal place of business within the State of Florida. Where the Respondent or Bidder has a principal place of business outside the state of Florida, and that state does not grant a preference to vendors having a principal place of business in that state, then the BRAA shall grant a preference of 5 percent to the lowest responsible and responsive Respondent having a principal place of business in the State of Florida.

#### 2.50 PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACES

Pursuant to Section 287.087, Florida Statutes, the BRAA shall give preference to a business that certifies that it has implemented a drug-free workplace program consistent with the requirements for such programs set forth in Section 287.87, Florida Statutes, when two or more bids that are equal with respect to price, quality, and service.

#### 2.51 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, any company that at the time of bidding is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or is engaged in business operations in Cuba or Syria, is ineligible for and may not bid or enter or renew a contract for goods or services of \$1 million or more, except as provided in Section 287.135(4), Florida Statutes. A Respondent for a contract for goods or services of \$1 million or more must certify that it is not on the list of Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, and is not engaged in business operations in Cuba or Syria. Any contract for goods or services of \$1 million or more is subject to termination at BRAA's option if the selected Respondent is found to have submitted a false certification, or that it has been placed on the list of the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or is engaged in business operations in Cuba or Syria.

#### 2.52 E-VERIFY REQUIREMENTS

The Respondent warrants compliance with all federal immigration laws and regulations that relate to their employees and subcontractors. The Respondent agrees and acknowledges that the BRAA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, *Florida Statutes*, and that the provisions of F.S. Sec. 448.095 apply to this Contract. Notwithstanding the provisions of Section 2.32 "Termination," if the BRAA has a good faith belief that the selected Respondent has knowingly hired, recruited or referred an alien for employment under this Contract who is not duly authorized to work by the immigration laws or the Attorney General of the United States, the BRAA shall terminate this Contract. If the BRAA has a good faith belief that a subcontractor knowingly hired, recruited or referred an alien for employment under this Contract who is not duly authorized to work by the immigration laws or the Attorney General of the United States, the BRAA shall promptly notify the selected Respondent and order the selected Respondent to immediately terminate its contract with the subcontractor. The selected Respondent shall be liable for any additional costs incurred by the BRAA as a result of the termination of this Contract based on the selected Respondent's failure to comply with E-verify requirements referenced herein.

## 2.53 ANTI-HUMAN TRAFFICKING AFFIDAVIT

Prior to the execution of any agreement or contract arising out of this RFQ, or any renewal and/or extension thereto, the selected contractor shall attest under penalty of perjury, that the selected contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using an Anti-Human Trafficking Affidavit as provided by the BRAA.

## 2.54 FEDERAL GRANT ASSURANCES

The Selected Respondent understands that BRAA conducts operations at the Airport in conformance with its Grant Assurances to the Federal Aviation Authority (“FAA”), and agrees to perform all services and provide all goods in compliance with those Grant Assurances. The parties agree that all terms and conditions of this Agreement shall be interpreted in conformance with the Grant Assurances including without limitation the following:

### A. 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:

1. **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.
2. **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.
3. **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.

4. **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.

5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the nondiscrimination 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.

6. **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.

### B. 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 nondiscrimination 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); Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 23;
- 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) The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the BRAA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, *Florida Statutes*, and that the provisions of F.S. Sec. 448.095 apply to this Contract.

END OF SECTION 2

## SECTION 3: SPECIAL TERMS AND CONDITIONS

### 3.1 PURPOSE

The purpose of this Request for Qualifications (RFQ) is to solicit Responses from qualified firms to provide Airport Management Consulting and Advisory Services to the BRAA.

### 3.2 LIMITATIONS

The following limitations are applicable to this solicitation:

NA

### 3.3 GENERAL STANDARDS

The successful Respondent shall at all times comply with all rules, regulations, and ordinances of the BRAA and other governmental agencies having jurisdiction. The successful Respondent shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

### 3.4 DEFAULT/REMEDIES

- a. In the event the successful Respondent defaults in the performance of its obligations in connection with this solicitation, the BRAA shall have the following options:
  - i. The BRAA will give the successful Respondent thirty (30) days' written notice of default. If the default is not cured within the thirty (30) days, the BRAA may immediately terminate the contract upon providing written notice of the Respondent's failure to timely cure the default. Upon termination, the BRAA may obtain the services elsewhere.
  - ii. The BRAA may recover at law any and all claims that may be due to the BRAA from the successful Respondent.
  - iii. The BRAA may perform such work as it deems necessary to cure the default or subsequent default and charge the successful Respondent for the full cost of labor and materials expended, plus thirty percent (30%) of the cost for administrative overhead.
- b. The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.
- c. The successful Respondent agrees that the BRAA shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the BRAA declares the successful Respondent in default hereunder.
- d. In the event of default on the part of the selected Respondent, the BRAA may take such action as it deems appropriate including legal action for compensatory and/or special damages, or specific performance.

### 3.5 INSURANCE

The selected Respondent shall provide insurance coverage in accordance with the Boca Raton Airport Authority Insurance Standards available at <https://bocaairport.com/wp-content/uploads/2019/08/FULL-INSURANCE-STANDARDS-Current.pdf>. In addition, the selected Respondent shall provide the following additional insurance coverage:

- a. NA
- b.
- c.

The selected Respondent shall not commence any performance pursuant to the terms of this solicitation until certification or proof of insurance has been received and approved by the Executive Director or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the BRAA shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the BRAA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Respondent's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the BRAA. Failure to provide and maintain the required insurance coverage during the term of the contract shall constitute a material breach of the contract. The Respondent is obligated to notify the BRAA if insurance coverage lapses or changes, including without limitation changes in the coverage limits or the insurance carrier, during the life of the contract. Failure to notify the BRAA of changes in insurance coverage in a timely fashion shall constitute a material breach of the contract.

The selected Respondent must submit, prior to commencing work, a current Certificate of Insurance, naming "The Boca Raton Airport Authority" as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the BRAA upon expiration.

### 3.6 Reserved

### 3.7 CERTIFICATIONS

Any Respondent which submits an offer in response to this solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the applicable State or County agency qualifying the Respondent to perform the services described in this solicitation, as set forth in Section 5 "Minimum Qualifications and Experience."

The BRAA may at its option, and in its best interest, allow the Respondent to supply any missing information on certification and licensing during the Evaluation period.



### 3.8 METHOD OF PAYMENT: MONTHLY INVOICES; ADVANCE PAYMENT

The selected Respondent shall submit an invoice to the BRAA at the beginning of each calendar month for all services performed or goods received and accepted by the BRAA during the previous month. The amount charged shall not be in excess of the rates and fees agreed to in the Agreement.

The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the BRAA in advance of the performance of the work. The invoice must be complete and must specify the period of work covered by the invoice.

The invoice shall contain the following information, at minimum: the selected Respondent's name and address, an invoice number, date of invoice, description of the goods received or the services performed, the contract number, purchase order number, and any discounts offered by Respondent.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the selected Respondent.

### 3.9 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

The Respondent must identify any and all subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility, business standing, and ability to meet security requirements, if any, shall be considered by the BRAA when making the award in the best interest of the BRAA. The BRAA will not allow substitution of subcontractors without explicit written permission of the BRAA. Such permission will not be granted if, in the sole discretion of the Executive Director, such substitution is not in compliance with applicable federal or state grant requirements. If the Respondent fails to identify any and all sub-contractors in the Response, the Respondent may be allowed to submit this documentation during the evaluation period, if such action is in the best interest of the BRAA.

### 3.10 OTHER FORMS OR DOCUMENTS

If the BRAA is required by the selected Respondent to complete and execute any other forms or documents in relation to this solicitation, the terms, conditions, and requirements in this solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the selected Respondent's forms or documents. A sample of all forms or documents required by the Respondent in relation to this solicitation must be included in the Respondent's response.

### 3.11 MODIFICATION OF SERVICES

Notwithstanding any provision described in Section 2.30 "MODIFICATION OF CONTRACT", the following shall apply:

a. The BRAA reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the BRAA, the rates and fees shall be reduced at the same ratio as the estimated costs of the services deleted as it relates to the estimated costs of the service originally contracted. If service has already been provided on the portion of the work to be deleted, the selected Respondent will be paid for the deleted portion based on the estimated percentage of the completion of such portion.

b. If the selected Respondent and the BRAA agree on modifications or revisions to the service elements, after the BRAA has approved performance of a particular task or project, and a budget has been

established for that task or project, the selected Respondent shall submit a revised budget to the BRAA for approval prior to proceeding with the task or project.

## SECTION 4: SCOPE OF SERVICES

### PART A - PURPOSE AND GENERAL INFORMATION

#### 4.1 PURPOSE

The purpose of this RFQ is procure Airport Management Consulting and Advisory Services.

#### 4.2 SCOPE OF WORK TO BE PERFORMED

The general scope of services to be performed by the General Consultant is as defined in the Advertisement and may include, but not be limited to:

##### **Concept and Master Planning**

- Conceptual Design
- Master Planning and ALP Updates
- Project Scope Definition and Packaging.

##### **Studies and Analysis**

- Feasibility Studies
- Assessment Studies
- Planning and Environmental Studies
- Economic and Financial Studies
- Operational and Security Studies
- Technology Studies and Analysis
- Other Studies and Analysis for the Development, Management and Operation of Existing and Future BRAA Facilities
- 

##### **Public Agency Coordination**

- Coordination with FAA, FDOT, CBP, SFWMD, Palm Beach County, City of Boca Raton and other Governmental Agencies
- Preparation of Documents Required by Governmental Agencies
- Public Agency Involvement Activities
- Supply chain analysis and improvement
- Performance measurement and KPIs development

##### **BRAA Staff Support**

- Extension of Staff for Planning, Engineering, IT, Operations, Finance, Security, and other Staff Functions.
- Lease Negotiations Support
- Master Design Guideline support and development
- Talent acquisition and retention strategies
- Organizational development and culture assessment

- Performance management and employee engagement initiatives

### **Potential Projects**

Potential projects may and include but are not limited to:

- Virtual Tower Siting and Feasibility Study
- Strategic Business Plan Update
- Facilities Management Plan Update
- Advanced Air Mobility Siting and Feasibility Study
- Sustainability Management Plan Update
- Obstruction Analysis and Study and Airspace Atlas
- Safety Management System Update

#### **4.3 STANDARDS TO BE FOLLOWED**

The successful Proposer(s) shall at all times comply with all rules, regulations, and ordinances of the BRAA and other governmental agencies having jurisdiction. The successful Proposer(s) shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to BRAA agents, employees, members, visitors, and participants.

#### **4.4 REPORTS TO BE ISSUED**

Reports and work shall be completed as described in individual task orders.

#### **4.5 SPECIAL CONSIDERATIONS**

All Work to be performed by the Consultant(s) shall be authorized by issuance of a formal, written Task Order in accordance with the requirements of this section. The Executive Director shall endeavor to equitably distribute Task Orders to the Consultant(s). Notwithstanding, the Executive Director reserves the right, at his or her s sole discretion, to select the Consultant based on factors including, but not limited to, the volume of work being performed by Consultant, availability of necessary staff for the Work, organizational conflicts of interest, Disadvantaged Business Enterprise requirements, and/or unique expertise requirements.

BRAA makes no guarantee of the number of Task Orders which may or may not be assigned to the Consultant. A Consultant may reject a Task Order upon a showing of good cause. Task Orders executed prior to the Agreement expiration date may extend beyond the contract term and all terms and conditions of the original Agreement will remain applicable.

The process of assigning a Task Order is as follows:

A. Once BRAA has determined the need for a Task Order, the Executive Director shall develop a preliminary scope, budget, and schedule for the Work, and determine whether a Disadvantaged Business Enterprise (“DBE”) goal is required.

B. The Executive Director shall issue the Task Order to the Consultant deemed to be in the best interest of the BRAA. Upon the receipt of this request, Consultant shall prepare a Price Proposal describing the personnel, number of hours required for the Work, the proposed schedule, and reimbursable expenses to be paid. If the Consultant is unable to perform the Work, the Consultant shall immediately notify the Executive Director in writing. Such notification shall describe Consultant's reasons for declining the Task Order.

C. The Executive Director may negotiate with the Consultant on scope, personnel, hours, schedule, and all other terms. If the negotiations are successful, the parties shall execute the Task Order.

D. Consultant may subcontract aspects of the Work under a Task Order to a Subconsultant, subject to the Executive Director's approval. In such an event, the Task Order shall state the name of the Subconsultant and clearly describe the Work to be performed by Subconsultant.

E. The Consultant shall not begin performance until a written Task Order is executed by the Executive Director.

F. Any amendments to the Task Order must be approved by the Executive Director in writing.

G. In the event that the Consultant is unable to complete the Task Order because of delays resulting from an act of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, failure of utility service, labor dispute or act, pandemic (including the COVID-19 pandemic), governmental acts, including untimely review and approval by governmental authorities having jurisdiction over the Scope of Work, omissions, executive orders, changes in laws or regulations, or generalized lack of availability of raw materials, energy, labor and supply chain shortages, and such delays are not primarily the fault of Consultant, the Executive Director shall grant a reasonable extension of time for the completion of the Work. Consultant shall not be entitled to an increase in Task Order price or payment or compensation of any kind from BRAA in the event of such delay. It shall be the responsibility of the Consultant to notify the Executive Director promptly in writing whenever such a delay is anticipated or experienced, and to inform the Executive Director of all facts and details related to the delay.

H. If the Executive Director, in his or her sole discretion, determines that the Consultant is improperly performing the Work under a specific Task Order, the Executive Director shall notify the Consultant in writing. The Consultant has within ten (10) working days thereafter to take such measures to cure. In the event of exigent circumstances, the Executive Director shall have the right to reduce the period required to cure. If the Consultant fails to cure within the time required, the Executive Director may notify the Consultant to discontinue all Work under the specified Task Order. The Consultant or Subconsultant shall immediately respect said notice and stop said Work and cease to have any rights in the possession of the Work and shall forfeit the Task Order and any remaining monies.

I. If the Executive Director, in his or her sole discretion, determines that the Task Order is being unnecessarily delayed and will not be completed within the agreed upon time for reasons other than described in Subsections (G), the Executive Director shall notify the Consultant in writing. The Consultant has within ten (10) working days thereafter to submit an amended Task Order schedule and/or Critical Path

analysis that will ensure satisfactory performance and completion of the work. If the Executive Director, in his or her sole discretion, determines that the amended Task Order schedule does not ensure timely completion of the Work, the Executive Director may notify the Consultant to discontinue all Work under the specified Task Order. The Consultant or Subconsultant shall immediately respect said notice and stop said Work and cease to have any rights in the possession of the Work and shall forfeit the Task Order and any remaining monies

J. In the event the Executive Director notifies the Consultant to stop work, the Executive Director may then issue a new Task Order for the uncompleted work to another Consultant or may use any other methods that in the Executive Director's sole opinion shall be required for the Work to be completed in an acceptable manner. All damages, costs and charges incurred by BRAA, together with the costs of completing the Work, shall be deducted from any monies due or which may become due to Consultant. In case the damages and expenses incurred by BRAA exceed the unpaid balance, then Consultant shall be liable and shall pay to BRAA the amount of said excess.

#### 4.7 ADDITIONAL SERVICES

Additional services may be requested from time to time by the Authority and will be requested via the Task Order process.

### PART B - DESCRIPTION OF THE BRAA

#### 4.8 BACKGROUND

The Boca Raton Airport (BCT) is publicly owned by the State of Florida and is designated as a general aviation transport facility, serving the corporate, recreational, and flight training needs of the region. It is located on 220 acres in Boca Raton adjacent to I-95, between Spanish River Boulevard and Glades Road. The Airport's single runway 5-23 is 6,276 feet long and 150 feet wide.

Boca Raton Airport is home to more than 50 aviation and non-aviation businesses and approximately 227 based aircraft. According to the State of Florida, the Airport contributes an estimated \$201 million in annual economic impact to the local economy, an employment base of 3,055, total labor income of over \$135 million, and total output of \$434 million.

The Boca Raton Airport is operated by the Boca Raton Airport Authority (BRAA), a seven-member Board established by the Florida Legislature as an Independent Special District that is not part of any other unit of local government. Five members are appointed by the Boca Raton City Council and two are appointed by the Palm Beach County Commission. Each Board member serves a term of two years.

The Authority sustains the Airport's operations by generating revenue from long-term land leases, fuel fees, and customs user fees, requiring no funding from property taxes or general funds of local governments. Operating surpluses are reinvested in improvements included in the Airport Capital Improvement Program and are used to match FAA Airport Improvement Program and Florida Department of Transportation Aviation Work Program grants.

More detailed information about the Authority and its finances can be found in the Authority's Annual Operating, Capital Outlay and Capital Improvement Plan Budgets and Annual Financial Report available online at: [www.bocaairport.com/documents](http://www.bocaairport.com/documents)

#### 4.9 FEDERAL AND STATE FINANCIAL ASSISTANCE

Certain tasks may be include FAA and/or FDOT grant assistance and is subject to the requirements and restrictions thereof.

## SECTION 5: MINIMUM QUALIFICATIONS AND EXPERIENCE

Each Respondent shall submit the information and documentation requested below that confirms it meets the following qualification requirement(s).

5.1 The Respondent must have been in the business of providing the services related to the RFQ for a minimum of 5 years prior to the Due Date and Time. The Respondent shall provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms the Respondent has been in business for a minimum of 5 years prior to the Due Date and Time.

5.2 The Respondent must hold a Florida State business license and/or a current certificate of competency issued by Palm Beach County Examining Board having jurisdiction over licensing of vendors in the type of work involved in this contract. The Respondent shall provide proof, in the form of a copy of license(s), that the Respondent and/or subcontractor is:

a. Certified under Florida Statutes, as follows:

- (If none are listed, no certifications required under Florida Statutes apply to this RFQ)

b. List other certificates as appropriate.

5.3 The Respondent must have no reported conflict of interests in relation to this RFQ. The Respondent shall provide an executed copy of the Respondent's Conflict of Interest Disclosure Form included in this RFQ.

5.4 The Respondent must be registered to do business in Florida. The Respondent shall provide proof that it is registered with the State of Florida, Division of Corporations to do business in Florida.

5.5 The Respondent must have previously provided satisfactory services for the type of work identified in this RFQ. The Respondent shall submit five (5) client references for whom Respondent has provided services similar to those specified in this RFQ in the past ten (10) years and who are agreeable to respond to a request from the BRAA regarding Respondent's experience, including the Respondent's experience with the scope of services described herein. Each client reference should include the following:

a. Organization name

b. Contact name(s)

c. Contact email address

d. Address

e. Telephone and fax numbers

f. Dates of service (start/end)

g. Type of work (brief description)

5.6 The Respondent must NOT be listed on the Florida Department of Management Services, Convicted Vendor List as defined in Section 287.133(3)(d), Florida Statutes or the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180. Respondent should provide documentation confirming same.

5.7 The Respondent must NOT be listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies. No documentation from Respondent is required.



5.8 If the Scope of Services requires access to the BRAA Customs and Border Patrol facility or other the secure areas, the Respondent must provide proof that it can pass the applicable federal security requirements as further set forth in the Scope of Services.

5.9 The Respondent shall provide a copy of its business tax receipt to the BRAA as part of its RFQ Response.

## SECTION 6: RESPONSE REQUIREMENTS

### PART A: RESPONDENT PROFILE

In submitting a response to this RFQ (the "Response"), the Respondent shall be the person or legal entity who will be entering into the contract with the BRAA. Respondent may consist of any formal business entity authorized to do business in the State of Florida (i.e., Partnership, Corporation, Limited Liability, Company, Joint Venture, or Sole Proprietorship). Respondent shall provide the BRAA with the following information:

- 1) The Respondent's legal name(s), headquarters address, local office address, state of incorporation, the name, address, and telephone number of Respondent's registered agent, if applicable, and key firm contact names.
- 2) A complete corporate or entity history of the Respondent, including date of incorporation or creation, name changes, dissolutions, reinstatements, etc.
- 3) The Respondent's federal ID number.
- 4) Whether the Respondent is legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida.

**Respondent must update the information set forth in numbered paragraphs 1 through 4 above, if any of the information changes during the selection process and/or term of the contract, in writing with the BRAA. Failure to update this information during the term of the contract will constitute a material breach of the contract.**

### PART B: STATEMENT OF QUALIFICATIONS

The Respondent's Statement of Qualifications must address the specified evaluation criteria, organized as follows:

#### **Section 1: General Firm Overview, Key Personnel, and Capabilities: 30 Points**

The section shall demonstrate that the Firm has qualified and experience staff and resources necessary to successfully perform the required services.

This information should also identify the key personnel who will be assigned to perform the services and the name of the staff members who will be performing the responsibilities of a project manager and any other key positions, as appropriate. Brief comprehensive resumes should be provided for each staff member listed.

#### **Section 2: Experience: 25 points**

This section shall describe the Firm's experience in performing the required services including its past record of performance. Include a general description of the services previously performed and the name and telephone number of a contact that would allow verification of satisfactory performance.

#### **Section 3: Service Offerings: 25 points**

This section shall describe the types of services and assets available to the Firm to accomplish the work.

## Section 4: Project Approach: 20 points

This section shall describe how the Firm would approach the engagement in order to ensure success.

### PART C: ADDITIONAL REQUIREMENTS

**Failure to provide the information required by Items 1 through 6 below by the deadline for submission may result in a finding of non-responsiveness by the BRAA. The BRAA will determine whether the Respondent and its Response is responsive to the requirements specified herein. The BRAA reserves the right to waive minor technicalities or irregularities when it is in its best interest.**

As used in this section, "Respondent" includes the Respondent's principals if Respondent is a joint venture, limited liability company or partnership, and the Respondent's shareholders owning greater than 10% of Respondent's stock if the Respondent is a corporation.

Each Response shall include the following:

- 1) **Bankruptcy, Litigation & Contract Dispute Information:** Respondent is required to provide the BRAA with a complete list and description of all lawsuits, litigation, claims, arbitrations, and administrative hearings brought by or against the Respondent, its parent or subsidiaries, predecessor organizations, any of its wholly-owned subsidiaries, or any of its owners or officers during the last (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the matter or the current status if the matter is not final.
- 2) **Criminal History Information:** Respondent is required to provide the BRAA with a complete list and description of all criminal proceedings or hearings concerning offenses in which the Respondent, its owners, officers, predecessor organization(s), or wholly owned subsidiaries were defendants. Respondent shall include in this list any criminal proceedings or records that have been sealed by a court.
- 3) **Negative Contract Performance Information:** Respondent is required to provide the BRAA with a complete list and description of all terminated or rescinded contracts to which Respondent was a party. This list must also include the circumstances under which the contract was terminated or rescinded. In addition to contracts that were terminated or rescinded, the list must include contracts pursuant to which Respondent was assessed liquidated damages or any other contractual monetary penalty as a result of delay or any other reason.
- 4) **Debarment History Information.** Respondent is required to provide the BRAA with a complete list of all cases of debarment filed, pending, or resolved by any public entity during the last five (5) years prior to the Due Date and Time, whether such actions were brought by or against the Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.

## SECTION 7: THE EVALUATION PROCEDURE

The BRAA will be responsible for selecting from a qualified Firm from the Responses received. It is anticipated, but not required, that the process of evaluation for this RFQ proceed in the following manner:

### 7.1 REVIEW OF RESPONSES

The Executive Director will first review each Response for responsiveness to the terms and conditions of the RFQ. The Executive Director reserves the right to reject any and all Responses and to waive any minor irregularities or technicalities. The Executive Director shall have the right to inspect the facilities and organization of any Respondent, to make inquiries, to ask for further information, or to take any other action to determine the best Respondent and Response for the performance of the services. The Executive Director shall have the right to extend the date for the receipt of Responses and all other dates set forth in this RFQ. The Executive Director has the right to increase, decrease and adjust the Response Requirements hereunder.

### 7.2 REVIEW OF RESPONSES FOR RESPONSIBILITY

Each Respondent will be reviewed to determine if the Respondent is a responsible Respondent. A responsible Respondent is a Firm that has the capability in all respects to fully perform the contract requirements, the integrity and reliability that will assure good faith performance, and meets the Minimum Qualification requirements in this solicitation, as determined by the Executive Director in his or her sole discretion (prior to the award of a contract).

### 7.3 EVALUATION COMMITTEE REVIEW

Responses will be evaluated by the Executive Director or the Qualifications Evaluation Committee, as appropriate, who will evaluate and rank Responses based on the evaluation criteria described in Section 6. The Qualifications Evaluation Committee will be appointed by the Executive Director and comprised of the Executive Director and appropriate BRAA personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their maximum scores for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

### 7.4 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, including initial rating and ranking, the Executive Director or the Qualifications Evaluation Committee may choose to conduct an oral presentation with the Respondent(s) which the Executive Director or the Qualifications Evaluation Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Executive Director or the Qualifications Evaluation Committee will perform a final review to re-evaluate, re-rate, and re-rank the Responses remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Respondents shall be considered a preliminary ranking until after the oral presentations are completed.

### 7.5 FEE PROPOSALS

The highest ranked Respondent will be notified in writing to submit a Fee Proposal. Upon receipt of the Fee Proposal, the Executive Director, in consultation with Airport Legal Counsel, shall attempt to negotiate an agreement with the highest ranked Respondent to bring before the Board for approval. If an agreement cannot be reached with the highest ranked Respondent within 30 days of ranking, the Executive Director

shall terminate negotiations with that Respondent, and commence negotiations with the next- highest ranked Respondent. This process may continue until a contract acceptable to the BRAA has been executed or all Responses are rejected. No Respondent shall have any rights against the BRAA arising from such negotiations or termination thereof.

#### 7.6 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the Board for approval. All Respondent will be notified in writing when the Executive Director makes an award recommendation. The contract award, if any, shall be made to the Respondent whose Respondent shall be deemed by the Executive Director or the Board, as appropriate, to be in the best interest of the BRAA. Notwithstanding the rights of protest listed in these documents, the Board's decision of whether to make the award and to which Respondent shall be final.

## SECTION 8: RESPONSE SUBMITTALS

### 8.1 FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Respondent to provide the goods and/or services offered to the BRAA if the Respondent is determined to be the most responsive and responsible Respondent.

- a. Acknowledgment of Addenda
- b. Response Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Drug-Free Work Place
- f. Non-Collusion Affidavit
- g. Truth-In-Negotiation Certificate
- h. Anti-Human Trafficking Affidavit

**ACKNOWLEDGEMENT OF ADDENDA**

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

List below the dates of issue for each addendum received in connection with this solicitation:

- Addendum #1, Dated \_\_\_\_\_
- Addendum #2, Dated \_\_\_\_\_
- Addendum #3, Dated \_\_\_\_\_
- Addendum #4, Dated \_\_\_\_\_
- Addendum #5, Dated \_\_\_\_\_
- Addendum #6, Dated \_\_\_\_\_
- Addendum #7, Dated \_\_\_\_\_
- Addendum #8, Dated \_\_\_\_\_
- Addendum #9, Dated \_\_\_\_\_
- Addendum #10, Dated \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**RESPONSE SUBMITTAL SIGNATURE PAGE**

By signing this Response, the Respondent certifies that it satisfies all legal requirements as an entity to do business with the BRAA, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

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Street Address:

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Mailing Address (if different from Street Address):

---

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

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

Federal Employer Identification Number: \_\_\_\_\_

Prompt Payment Terms: \_\_\_\_\_% \_\_\_\_\_ days' net \_\_\_\_\_ days

Signature: \_\_\_\_\_

(Signature of authorized agent)

Print Name: \_\_\_\_\_

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

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

By signing this document, the Respondent agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE RESPONDENT TO BE BOUND BY THE TERMS OF ITS RESPONSE, FOR NOT LESS THAN 90 DAYS, AND THE RESPONDENT'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE RESPONSE NON-RESPONSIVE. THE BOCA RATON AIRPORT AUTHORITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RESPONSE THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE RESPONDENT TO THE TERMS OF ITS RESPONSE.**



## CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Response: the name of any officer, director, or agent who is also an employee of the BRAA.

Furthermore, all Respondents must disclose the name of any BRAA employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondent's firm or any of its branches.

The purpose of this disclosure form is to give the BRAA the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any BRAA duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Response.

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Response due to other clients, contracts, or property interests.

Acknowledged by:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

## NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity; may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work; may not submit Responses on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Respondent, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

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Firm Name

---

Signature

---

Name and Title (Print or Type)

---

Date

**DRUG-FREE WORKPLACE**

\_\_\_\_\_ (Company Name) \_\_\_\_\_ is a drug-free workplace and has a substance abuse policy equal to or more stringent than the drug-free workplace and substance abuse policy maintained by the BRAA.

Acknowledged by:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who,  
after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Respondent that has submitted a Response to perform work for the following:

RFQ No.: \_\_\_\_\_ Title: \_\_\_\_\_

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such solicitation.

Such Response is genuine and is not a collusive or sham Response.

- c. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Response in connection with the solicitation and contract for which the attached Response has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, firm, or person to fix the price or prices in the attached Response or any other Respondent, or to fix any overhead, profit, or cost element of the Response price or the Response price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the BRAA or any person interested in the proposed contract.

- d. The price or prices quoted in the attached Response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL

Notary Signature: \_\_\_\_\_  
Notary Name: \_\_\_\_\_  
Notary Public (State): \_\_\_\_\_  
My Commission No: \_\_\_\_\_  
Expires On: \_\_\_\_\_

## TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

## ANTI-HUMAN TRAFFICKING AFFIDAVIT

I \_\_\_\_\_ (insert name) as \_\_\_\_\_ (insert title) on behalf of \_\_\_\_\_ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 18 years of age and have personal knowledge of the matters set forth in this affidavit.
2. \_\_\_\_\_ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, \_\_\_\_\_ (insert entity name) does not engage in any of the following actions in connection with providing labor or services:
  - a. Using or threatening to use physical force against any person;
  - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debtor the length and nature of the labor or services are not respectively limited and defined;
  - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - e. Causing or threatening to cause financial harm to any person;
  - f. Enticing or luring any person by fraud or deceit; or

g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03,  
Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT

By: \_\_\_\_\_

Print name: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

## SECTION 9: SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Request for Qualifications. This is a sample agreement only and is subject to revisions. PLEASE DO NOT COMPLETE.

### AGREEMENT

THIS AGREEMENT is made and entered into by and between the Boca Raton Airport Authority, an Florida independent special district (“BRAA”), whose address is 903 NW 35<sup>th</sup> Street, Boca Raton, Florida 33431, and \_\_\_\_\_, a Florida corporation (hereafter referred to as “Contractor”), whose address is \_\_\_\_\_ .

WHEREAS, the BRAA desires to retain the services of the Contractor to provide the goods and services in accordance with the BRAA’s Request for Qualifications No.<Number>, and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the BRAA agree as follows:

#### ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement shall include and incorporate as though fully set forth herein each and every term, condition, and specification set forth in the BRAA’s Request for Qualifications No. <Number>, and the Contractor’s response thereto, including all documentation required thereunder.

#### ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services in compliance with the Scope of Services attached hereto as Exhibit A, and as further identified in the specifications accompanying the BRAA’s Request for Qualifications No. <Number>, which are incorporated herein by reference as though fully set forth herein.

#### ARTICLE 3. COMPENSATION

The BRAA shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit B, according to the terms and specifications described in Request for Qualifications No. <Number>.

#### ARTICLE 4. AGREEMENT TERM

This Agreement is in full force and effect upon full execution by the BRAA. The term of the Agreement shall be from the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ through the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, unless terminated earlier by the BRAA, with \_\_\_\_\_, \_\_\_\_-year options to renew.

#### ARTICLE 5. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the BRAA and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney’s fees and costs of defense, which the BRAA or its officers, employees, agents, or instrumentalities may incur as a result of



claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the BRAA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the BRAA or its officers, employees, agents, and instrumentalities as herein provided.

Nothing in this agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the BRAA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the Contractor to indemnify the BRAA for BRAA's own negligence, or intentional acts of the BRAA, its agents or employees, when such agents or employees are acting within the course and scope of their agency or employment, as applicable. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

#### ARTICLE 6. PUBLIC RECORDS

Contractor shall comply with Florida public records laws, specifically to:

- i. Keep and maintain public records required by the BRAA to perform the service.
- ii. Upon request from the BRAA's custodian of public records, provide the BRAA 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 Florida Statute or as otherwise provided by law.
- iii. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the BRAA.
- iv. Upon completion of the Contract, transfer, at no cost, to the BRAA all public records in possession of the Contractor or keep and maintain public records required by the BRAA to perform the service. If the Contractor transfers all public records to the BRAA upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BRAA, upon request from the BRAA's custodian of public records, in a format that is compatible with the information technology systems of the BRAA.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE BOCA RATON AIRPORT AUTHORITY, 903 NW 35<sup>TH</sup> STREET, BOCA RATON, FL 33431. THE CUSTODIAN OF PUBLIC RECORDS MAY BE CONTACTED BY PHONE AT \_\_\_\_\_ OR VIA EMAIL AT \_\_\_\_\_.**

ARTICLE 7. MISCELLANEOUS PROVISIONS

- a) Notice. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be via hand delivery, e-mail of not more than 50 megabytes (50 MB) in size including attachments, or certified U.S. Mail, (postage prepaid), return receipt requested, or other mail delivery service, such as UPS or Federal Express, to the following addresses:

As to the BRAA:

Boca Raton Airport Authority  
903 NW 35<sup>th</sup> Street,  
Boca Raton, Florida 33431

Attn: Executive Director  
Email: clara@bocaairport.com

As to the Contractor:

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

Attn.: \_\_\_\_\_

Email: \_\_\_\_\_

- b) Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- c) Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.
- d) Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.
- e) Counterparts and Transmission. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
- f) Severability. If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties.
- g) Incorporation by Reference. The documents listed below are a part of this Agreement and are hereby incorporated by reference, as though fully set forth herein. In the event of inconsistency

between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

1. Terms and conditions as contained in this Agreement.
2. Terms and conditions contained in RFQ No. \_\_\_\_\_.
3. Contractor's response to RFQ No. \_\_\_\_\_ and any subsequent information submitted by Contractor during the evaluation and negotiation process.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

BOCA RATON AIRPORT AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_

Name: \_\_\_\_\_

## Exhibits to Contract

Exhibit A: Scope of Services

Exhibit B: Price Schedule

Exhibit C: General Terms and Conditions

Exhibit D: Special Terms and Conditions

## **SECTION 10: EXHIBITS**

- i. Exhibit A: Boca Raton Airport Authority Drug Free Workplace Policy

## SECTION 11: MANDATORY FAA CONTRACT PROVISIONS FOR AIRPORTS IMPROVEMENT PROGRAM (AIP) GRANT-FUNDED PROJECTS

### APPLICABLE PROVISIONS

= Any Contract, if awarded, will be subject to the following federal provisions as selected below:

1.  ACCESS TO RECORDS AND REPORTS
2.  AFFIRMATIVE ACTION REQUIREMENT
3.  BREACH OF CONTRACT TERMS
4.  FAA BUY AMERICAN PREFERENCE
5.  CIVIL RIGHTS – GENERAL
6.  CIVIL RIGHTS – TITLE VI ASSURANCE
7.  CLEAN AIR AND WATER POLLUTION CONTROL
8.  CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
9.  COPELAND “ANTI -KICKBACK” ACT
10.  DAVIS -BACON REQUIREMENTS
11.  DEBARMENT AND SUSPENSION
12.  DISADVANTAGED BUSINESS ENTERPRISE
13.  DISTRACTED DRIVING
14.  DOMESTIC PREFERENCES FOR PROCUREMENTS
15.  EQUAL EMPLOYMENT OPPORTUNITY (EEO)
16.  FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
17.  LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
18.  PROHIBITION of SEGREGATED FACILITIES
19.  OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
20.  PROCUREMENT OF RECOVERED MATERIALS
21.  RIGHT TO INVENTIONS
22.  SEISMIC SAFETY
23.  TAX DELINQUENCY AND FELONY CONVICTIONS
24.  TRADE RESTRICTION CERTIFICATION
25.  TERMINATION OF CONTRACT
26.  VETERAN’ S PREFERENCE
27.  PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Any Contract, if awarded, will be subject to the following federal provisions:

1. ACCESS TO RECORDS AND REPORTS

(Reference: 2 CFR § 200.336, 2 CFR § 200.333, FAA Order 510.38)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the BRAA, 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. AFFIRMATIVE ACTION REQUIREMENT

(Reference: 41 CFR part 60-4, Executive Order 11246)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 24.67%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is State of Florida, Palm Beach County.

3. BREACH OF CONTRACT TERMS

(Reference 2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the Contractor 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.

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

4. FAA BUY AMERICAN PREFERENCE

(Reference: 49 USC § 50101)

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration 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.

The bidder or offeror must complete and submit the

certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

#### 5. CIVIL RIGHTS - GENERAL (Reference: 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 sub-tier contractors 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.

#### 6. CIVIL RIGHTS – TITLE VI ASSURANCES (Reference: 49 USC § 47123, FAA Order 1400.11)

##### TITLE VI SOLICITATION NOTICE:

The BRAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that 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.

##### TITLE VI CLAUSES FOR 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:

1. 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.

2. Non-discrimination: 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.
3. 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.
4. 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.
5. 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.
6. 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 CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

N/A

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 U.S.C. § 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 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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 non-discrimination 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 U.S.C. 1681 et seq).

7. CLEAN AIR AND WATER POLLUTION CONTROL  
(Reference: 2 CFR § 200 Appendix II(G))

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 BRAA immediately upon discovery. The BRAA 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.

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS  
(Reference: 2 CFR § 200 Appendix II (E))

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 BRAA 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.

9. COPELAND "ANTI-KICKBACK" ACT

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

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 BRAA, a weekly statement on the wages paid to each employee performing on covered work during the prior week. The BRAA must report any violations of the Act to the Federal Aviation Administration.

10. DAVIS-BACON REQUIREMENTS

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR Part 5)

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; and
- (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 the BRAA, 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 the BRAA, 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](http://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 the BRAA, 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 the BRAA). (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 the BRAA, 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.

11. DEBARMENT AND SUSPENSION

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror 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 CONTRACTORS REGARDING DEBARMENT

The successful bidder, 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.

12. DISADVANTAGED BUSINESS ENTERPRISE  
(Reference: 49 CFR part 26)

Solicitation Language (Solicitations that include a Project Goal) Information Submitted as a matter of bidder responsiveness:

The BRAA's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

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 BRAA's project goal; and
- 5) 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.

Information submitted as a matter of bidder responsibility:  
The BRAA's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 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 BRAA's project goal; and

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.

Solicitation Language (Race/Gender Neutral Means)

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

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 BRAA 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 the BRAA. 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 BRAA. This clause applies to both DBE and non-DBE subcontractors.

13. DISTRACTED DRIVING  
(Reference 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 BRAA 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.

14. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

15. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)  
(Reference 2 CFR 200, Appendix II(C)), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246)

EQUAL OPPORTUNITY CLAUSE

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.

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-the-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 as 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).

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

All contracts and subcontracts that result from this solicitation incorporate by referenced the following provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FSLA), with the same force and effect as if given in full text. The FSLA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

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

17. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES  
(Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(K)), 49 CFR part 20, Appendix A)

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.

18. PROHIBITION OF SEGREGATED FACILITIES  
(Reference 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.

19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970  
(Reference 20 CFR part 1910)

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.

20. PROCUREMENT OF RECOVERED MATERIALS  
(Reference 2 CFR § 200.322, 40 CFR part 247)

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,
2. 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](http://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.

21. RIGHT TO INVENTIONS  
(Reference 2 CFR § 200 Appendix II(F) and 37 CFR §401)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the BRAA 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.

22. SEISMIC SAFETY  
(Reference 49 CFR part 41)

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

23. TAX DELINQUENCY AND FELONY CONVICTIONS CERTIFICATIONS of OFFEROR/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 BRAA about its tax liability or conviction to the BRAA, 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.

24. TRADE RESTRICTION CERTIFICATION  
(Reference: 49 USC § 50104 and 49 CFR part 30)

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 BRAA 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 BRAA cancellation of the contract or subcontract for default at no cost to the BRAA or the FAA.

25. TERMINATION OF CONTRACT

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.

26. VETERAN'S PREFERENCE  
(Reference: 49 USC § 47112(c))

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.

27. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

