



REQUEST FOR PROPOSALS

(RFP No. AV2024-002)

Airport Landing and Parking Surveillance, Tracking, Billing and Collection System

Humboldt County, California

Date Issued: November 8, 2024

Proposals Due: November 29, 2024 (Received by 5:00 pm)



Humboldt County Department of Aviation

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REQUEST FOR PROPOSALS NO. AV2024-002
AIRPORT LANDING AND PARKING SURVEILLANCE, TRACKING, BILLING AND COLLECTION SYSTEM

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1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. **Airport Landing and Parking Surveillance, Tracking, Billing and Collection System.** As used herein the term “Airport Landing and Parking Surveillance, Tracking, Billing and Collection System” refers a local information technology system used to collect data regarding general aviation aircraft landings at, and departures from, the California Redwood Coast – Humboldt County, Murray Field, Rohnerville, Garberville, Dinsmore and Kneeland Airports and certain fee collection and customer support services related thereto.
- C. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting by and through the Humboldt County Department of Aviation.
- D. **Professional Services Agreement.** As used herein, the term “Professional Services Agreement” refers to the contract awarded to the Successful Proposer regarding the provision of Airport Landing and Parking Surveillance, Tracking, Billing and Collection System.
- E. **Proposal.** As used herein, the term “Proposal” refers to an offer to provide airport landing and parking tracking and collection services in response to this Request for Proposals.
- F. **Proposer.** As used herein, the term “Proposer” refers to any organization submitting a Proposal in response to this Request for Proposals.
- G. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to the organization that County selects to enter into a final Professional Services Agreement with after the evaluation and selection processes set forth in this Request for Proposals have been completed.
- H. **Ticketed Landings.** As used herein, the term “Ticket Landings” refers to General aviation aircraft landing at the California Redwood Coast – Humboldt County Airport that have a ticket tagged on the aircraft with landing fees due and payable.

1.2 Abbreviations:

- A. **ACV.** As used herein, the abbreviation “ACV” refers to the California Redwood Coast – Humboldt County Airport.
- B. **FAA.** As used herein, the abbreviation “FAA” refers to the Federal Aviation Administration.
- C. **RFP.** As used herein, the abbreviation “RFP” refers to this for the provision of Request for Proposals for the provision of Airport Landing and Parking Surveillance, Tracking, Billing and Collection System.

2.0 INTRODUCTION:

2.1 Statement of Purpose:

The County of Humboldt, by and through the Humboldt County Department of Aviation (“County”), is issuing this Request for Proposals (“RFP”) Proposals from experienced professionals to design, develop, implement and support a local information technology system used to collect data regarding general aviation aircraft landings at, and departures from, the California Redwood Coast – Humboldt County (“ACV”), Murray Field, Rohnerville, Garberville, Dinsmore and Kneeland Airports and provide certain fee collection and customer support services related thereto (“Airport Landing and Parking Surveillance, Tracking, Billing and Collection System”). The Successful Proposer must have the ability to provide an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System that substantially complies with all of the requirements set forth in this RFP. This RFP is a non-binding solicitation for the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System and may be canceled by County at any time.

2.2 Project Background:

County currently charges general aviation aircraft landing fees for utilizing the runways and taxiways at the ACV Airport. Current landing fees are charged at the following rates: Twenty-Three Dollars (\$23.00) per aircraft weighing eight thousand (8,000) pounds or less; and Two Dollars and Fifty Cents (\$2.50) per one thousand (1,000) pounds for aircraft weighing more than eight Thousand pounds.

Additionally, County charges tiedown fees for aircraft that remain overnight at the ACV, Murray Field, Rohnerville and Garberville Airports. Tiedown fees at ACV are issued via money slips left on overnight aircraft. At Murray Field, Rohnerville and Garberville Airports, there is an honor system in place where pilots must grab a tiedown tag, fill out their stay information and submit into a collection box. Current tiedown fees are charged at the following rates: Sixteen Dollars (\$16.00) for aircraft with a wingspan of less than fifty (50) feet; and Twenty-Dollars (\$20.00) for aircraft with a wingspan of over fifty (50) feet.

County currently invests significant staff time tracking and billing aircraft landing and parking at the ACV Airport without required resources necessary to surveil and track general aviation aircraft landing at the airport or fully realize revenues from landing and parking fees, resulting in an inequity in billing and revenue leakage. County also does not currently possess the airport presence or staffing capacity to expand landing fee surveillance, tracking and invoicing to its outlying general aviation airports, specifically the Murray Field, Rohnerville, Garberville, Dinsmore and Kneeland Airports.

2.3 Process Overview:

Information received as part of the Proposals submitted in response to this RFP shall be objectively evaluated by County to identify the Proposer that is best qualified to provide an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System as set forth herein. At the conclusion of the review, evaluation, selection, contract negotiation and approval processes set forth in this RFP, a final Professional Services Agreement pertaining to the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System will be awarded to the Successful Proposer. It is anticipated that the final Professional Services Agreement resulting from this RFP process will begin on or before January 1, 2025 and expire on December 31, 2030, unless extended by a valid amendment thereto or sooner terminated as set forth therein.

3.0 SCOPE OF SERVICES:

3.1 Outline of Anticipated Services:

The outline of anticipated services set forth herein is for the primary purpose of allowing County to compare Proposals submitted in response to this RFP. The precise scope of services that will be incorporated into the final Professional Services Agreements resulting from this RFP process shall be the subject of negotiations between County and the Successful Proposer.

A. **Airport Landing and Parking Surveillance, Tracking, Billing and Collection System.** The Successful Proposer shall be required to design, develop, implement and support, in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System which utilizes air traffic imaging and automatic dependent surveillance-broadcast technology, or any other available aircraft flight tracking data sources, in order to:

1. Automatically track and identify a minimum of ninety-nine percent (99%) of all aircraft arrivals, departures and touch and go operations at the ACV, Murray Field, Rohnerville, Garberville, Dinsmore and Kneeland Airports even when the aircraft is operating with incorrect or missing flight plans.
2. Accurately and efficiently identify aircraft operations and owners participating in the Federal Aviation Administration's ("FAA") Limited Aircraft Data Displayed and Privacy ICAO Address Programs in order to maintain data integrity and ensure compliance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
3. Identify and distinguish transient aircraft activities from based aircraft activities in order to accurately capture and transcribe aircraft identity features and properly categorize and invoice transient landing activities.
4. Maintain an extensive operator database which matches aircraft registration numbers to make, model, aircraft weight and aircraft operator and ownership information, including, without limitation, real-time billing contact information, in order to allow for the creation of invoices from aircraft operations surveillance and tracking data and avoid the issuance of invoices to those who are exempted.
5. Support any rate and charge scheme, including, without limitation, increased fees for operations at night, graduated fees that increase with weight and specific fees that are required by any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
6. Automatically allow for multiple, adjustable rates based on aircraft type and weight, and accommodate a flexible structure for the airport that enables various metrics, including, without limitation, weight, time of day, day of week, date, aircraft type, to be applied to determine billing rates.
7. Maintain aircraft operator running account balances, including, without limitation, new invoices, credits issued against invoices, payments against operator invoices and transfers

- of aircraft and/or charges to other operators.
8. Identify and apply required fee exemptions for based aircraft, government aircraft, commercial airlines, cargo carriers and certain types of medical flights and automatically remove duplicate aircraft activities from the billing process.
 9. Maintain a monthly billing process for consolidated invoices and ongoing statement creation.
 10. Support the issuance of paper invoices by mail or electronic invoices by email and automatically record payments in billing and collections system.
 11. Provide a web-based interface that allows aircraft operators to access information regarding account status, make secure electronic payments by AVCARD, credit card, debit card, automatic clearing house payments, direct wire payments and other methods.
 12. Provide a web-based interface that allows County staff to view flight activity, including, without limitation, radar tracking, reports and history.

B. Fee Collection and Customer Support Services. The Successful Proposer shall be required to provide, in accordance with any and all applicable local, state and federal laws, regulations, polices, procedures and standards, any and all appropriate fee collection and customer support services that are designed to a minimum annual collection rate of ninety-nine percent (99%) for all general aviation aircraft landings billed. The types of fee collection and customer support services provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall include, without limitation, all of the following:

1. Providing dedicated collections staff to collect and deliver revenue within thirty (30) days of collection without the utilization of County or fixed based operator resources.
2. Provide United States based customer service via phone, email and a web-based pilot portal system that enables aircraft operators to interact with appropriate personnel.

3.2 Project Development:

It is expected that the Successful Proposer will work collaboratively with County to plan, and organize information pertaining to, the design, development, implementation and maintenance of the Airport Landing and Parking Surveillance, Tracking, Billing and Collection System required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process, including, without limitation, participating in planning sessions and regular meeting. The Successful Proposer will be required to maintain timely and regular communication with County throughout the term of the final Professional Services Agreement resulting from this RFP process.

4.0 REQUIREMENTS STATEMENT:

4.1 Eligibility Requirements:

A. Mandatory Qualifications. In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process; all of the following conditions must be

satisfied:

1. Proposers must have three (3) or more years of experience providing Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP.
2. Proposers must have extensive knowledge of, and the ability to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the provision of Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP.
3. Proposers must possess, or have the ability to obtain, any and all resources necessary to provide an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP.
4. Proposers must employ an adequate number of qualified professional staff to ensure the efficient and effective provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth herein in accordance with the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
5. Proposers must not have a record of unsatisfactory performance, illegal activity, lack of integrity or poor business ethics.

B. Preferred Qualifications. Proposals which demonstrate that all, or a portion, of the following conditions have been satisfied will be given preference over those that do not:

1. The Proposer has five (5) or more years of experience providing Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP.
2. The Proposer has the ability to provide an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP on or before January 1, 2025.

C. Licensure, Certification and Accreditation Requirements. In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must be in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code, at the time of contract execution.

4.2 Performance Standards:

A. General Duties and Obligations. In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP must have the ability to comply with all of the following conditions:

1. The Successful Proposer shall ensure that the Airport Landing and Parking Surveillance, Tracking, Billing and Collection System, and any fee collection and customer support services, required pursuant to the terms and conditions of the final Professional Services Agreement

resulting from this RFP process are provided by qualified, efficient and discreet employees in strict accordance with any and all applicable local, state and federal, laws, regulations, policies, procedures and standards, as well as any and all instructions provided by County.

2. The Successful Proposer shall have the sole responsibility of paying the salaries, taxes and all other expenses relating to all staff and personnel employed thereby. Any and all staff and personnel responsible for providing the Airport Landing and Parking Surveillance, Tracking, Billing and Collection System, and any fee collection and customer support services, pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be employed by, and subject to the direct supervision and control of, the Successful Proposer.
3. The Successful Proposer shall be available to confer with County staff regarding the provision of the Airport Landing and Parking Surveillance, Tracking, Billing and Collection System, and any fee collection and customer support services, pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
4. The Successful Proposer shall not access or disclose, except as required by law, any personally identifiable information obtained through the provision of the Airport Landing and Parking Surveillance, Tracking, Billing and Collection System, and any fee collection and customer support services, pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
5. The Successful Proposer shall not access, disclose, use or copy any proprietary information obtained through the provision of the Airport Landing and Parking Surveillance, Tracking, Billing and Collection System, and any fee collection and customer support services, pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process without first obtaining County's.

B. System Installation and Operation. In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP must have the ability to comply with all of the following conditions:

1. The implementation, operation and maintenance of the Airport Landing and Parking Surveillance, Tracking, Billing and Collection System provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall not require construction of any kind or the use of airport staff or fixed base operator resources other than reinstallation, reset or minor service of on-airport equipment.
2. Components of the Airport Landing and Parking Surveillance, Tracking, Billing and Collection System provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall not be located on the airfield; however, the use of cameras may be considered.
3. Components of the airport landing and parking surveillance, tracking, billing and collection system provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process located in airport terminals or buildings must only require minimal airport power or energy usage from typical AC power outlets and minimal internet bandwidth.

5.0 SCHEDULE OF EVENTS:

The following schedule of events represents County’s best estimate of the schedule that will be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. Pacific Standard Time. County hereby reserves the right, at its sole discretion, to adjust this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals. Notification of any adjustments to the following schedule of events shall be provided to all Proposers.

EVENT	DATE
RFP Issued by County:	November 8, 2024
Deadline for Submission of Questions:	November 15, 2024
Deadline for Responses to Questions:	November 22, 2024
Deadline to Submit Proposals:	November 29, 2024 at 5:00 p.m. PST
Completion of the Proposal Evaluation Process:	December 6, 2024
Completion of the Contract Development Process:	December 13, 2024
Recommendation of Award to the Board of Supervisors:	December 17, 2024
Contract Start Date:	Upon execution

6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:

6.1 Proposal Submission:

Proposers shall prepare and submit one (1) electronic copy of their Proposal in PDF format, via email, by **5:00 on November 29, 2024**. Proposals must be transmitted as an attachment to, or via a file transfer link contained in, an email with the subject line of “**RFP No. AV2024-002**” along with the name and address of the Proposer and the date and time for submission of Proposals. Proposals that are unsigned, or signed by an individual not authorized to bind the Proposer, shall be considered non-responsive and will not be accepted by County. Proposals submitted in response to this RFP must be sent to County electronically at the following address:

County: Humboldt County Department of Aviation
Attention: Curt Eikerman, Airport Operations Manager
Email: aviation@co.humboldt.ca.us

Proposals submitted to any other County of Humboldt department or office shall be considered non-responsive and will not be accepted by County. Additionally, time is of the essence, and any Proposal received after the above-referenced date and time for submittal shall be considered non-responsive and will not be accepted by County. It is the sole responsibility of the Proposer to ensure that its Proposal is received before the submission deadline. Nothing in this RFP precludes County from extending the submission deadline, or from requesting additional information at any time during the Proposal evaluation process.

6.2 Withdrawal of Submitted Proposals:

Proposers may withdraw its Proposal any time prior to the deadline for submission by electronically submitting written notification of withdrawal signed by an authorized representative of the Proposer

to County. Proposals shall become County's property after the submission deadline has passed.

6.3 Proposal Modification:

Any Proposer who wishes to make modifications to a submitted Proposal must withdraw its initial Proposal as required by this RFP. It is the responsibility of the Proposer to ensure that modified Proposals are resubmitted prior to the submission deadline in accordance with the terms and conditions of this RFP. Proposals may not be changed or modified after the submission deadline.

6.4 Proposer Investigations:

Before submitting a Proposal, each Proposer shall conduct any and all investigations and examinations necessary to ascertain its ability to comply with the requirements, specifications and standards set forth in this RFP. Each Proposer shall verify any representations made by County that the Proposer will rely upon. Failure to conduct such investigations and examinations will not relieve the Successful Proposer from its obligation to comply with all of the requirements, specifications and standards set forth in this RFP. A Proposer's lack of diligence will not be accepted as a basis for any claim for monetary consideration on the part of Proposer.

6.5 Public Records and Trade Secrets:

After the County has completed the evaluation process, negotiated a Professional Services Agreement with the Successful Proposer, and the selection is published on the Humboldt County Board of Supervisors' agenda, all remaining data submitted by all Proposers is considered public information except for specifically identified trade secret data as set forth below. All Proposals and materials submitted become the property of the County and are subject to disclosure under the California Public Records Act (California Government Code Sections 7920.000, *et seq.*). However, if prior to the award of a Professional Services Agreement further negotiations are contemplated, the County must discern whether public disclosure should await the completion of the negotiations. In these circumstances the County must establish that the public interest in nondisclosure clearly outweighs the public's interest in disclosure (California Government Code Sections 7922.00, 7922.540; *Michaelis, Montanari and Johnson v. Superior Court* (Los Angeles), 38 Cal. 4th 1065 (2006)).

Each Proposer must specifically identify any information contained in its Proposal which it asserts is a trade secret. Such material must be conspicuously identified by marking each page containing such information as "trade secret." Additionally, each Proposer must include a statement with its response justifying the trade secret designation for each item marked as a trade secret. If such material is not conspicuously identified, then by submitting its Proposal, a Proposer agrees that such material shall be considered public information. County will determine what information requested to be considered as a "trade secret", at its discretion and in accordance with any and all applicable local, state and federal laws, regulations and standards.

Specifically identified proprietary information will not be released, if Proposer agrees to indemnify and defend County in any action brought to disclose such information. By submitting a Proposal in response to this RFP, each Proposer agrees that County's failure to contact a Proposer prior to the release of any proprietary information contained therein will not be a basis for liability by County.

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6.6 Conflict of Interest:

By submitting a Proposal in response to this RFP, each Proposer warrants and covenants that no official or employee of County, nor any business entity in which an official or employee of County has an interest, has been employed or retained to assist in the procuring the final Professional Services Agreement resulting from this RFP process, nor that any such person will be employed in the performance of the Professional Services Agreement resulting from this RFP process without immediate divulgence of such fact to County.

6.7 Expenses Incurred in Preparing Proposals:

County shall not accept any responsibility for, or pay any costs or expenses associated with, Proposer's participation in this RFP process, including, without limitation, the preparation and presentation a Proposal. All expenses incurred by the Proposer in preparing its response to this RFP shall be borne solely by the Proposer.

6.8 No Proposal Accepted from Defaulted Proposer:

Proposals will not be accepted from any Proposer or related entity of Proposer that is in arrears or is in default to the County of Humboldt upon any debt or contract, or that is or was a defaulter as surety or otherwise, upon any obligation to the County of Humboldt, or has failed to perform faithfully any previous contract with the County of Humboldt, or has refused to enter into an agreement with the County of Humboldt after having been awarded same within the last five (5) years.

6.9 Right to Reject Proposals:

County reserves the right to reject any and all Proposals or to waive, at its discretion, any irregularity, which County deems reasonably correctable or otherwise In the event of the default of the Successful Proposer or its refusal to enter into Professional Services Agreement in the timeframe identified unless extended at the sole discretion of County, so as not to delay the commencement of the Professional Services Agreement, County reserves the right to accept the Proposal of any other Proposer and make an award of Professional Services Agreement to such Proposer subject to County of Humboldt approval, or to negotiate for the modification of any Proposal with another Proposer.

7.0 REQUIRED PROPOSAL DOCUMENTS AND FORMAT:

7.1 General Instructions and Information:

A. Content Requirements. In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions be satisfied:

1. Proposals must be submitted in accordance with the requirements set forth in this RFP and contain all required attachments.
2. Proposals must be complete and specific unto themselves. For example, "See Enclosed Manual or Brochure" will not be considered an acceptable response and the Proposal will be deemed nonresponsive.

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3. Proposals must contain information which enables County to properly evaluate the Proposer's ability to provide an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP.
 4. Proposals must contain information which enable County to properly evaluate the Proposer's ability to comply with the requirements set forth in this RFP.
 5. Any and all information, statements, letters and other documentation and attachments required by this RFP must be included in the Proposal.
- B. Presentation Requirements.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:
1. Proposals must not be any more than thirty (30) pages in length. Proposals exceeding the maximum page limit may be rejected by County as non-responsive.
 2. Proposals must be uniformly typed in twelve (12) point font with each section and subsection clearly titled, each page consecutively numbered, including all attachments.
- C. Formatting Requirements.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP, Proposals shall include all of the following sections:
- 1.0 Introductory Letter
 - 2.0 Table of Contents
 - 3.0 Signature Affidavit
 - 4.0 Professional Profile
 - 5.0 Project Description
 - 6.0 Cost Proposal
 - 7.0 Supplemental Documentation
 - 8.0 References
 - 9.0 Evidence of Insurability and Business Licensure
 - 10.0 Exceptions, Objections and Requested Changes

7.2 Introductory Letter:

The introductory letter shall, in two (2) pages or less, describe the Proposer's qualifications, experience and vision regarding the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP. The introductory letter must also provide the Proposer's contact information, including, without limitation, the name, address and telephone number of a representative that is authorized to communicate with HDCA on behalf of the Proposer.

7.3 Signature Affidavit:

Proposals must contain a signed and completed Signature Affidavit, which is attached to this RFP as Attachment A – Signature Affidavit and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle

County to pursue any remedy authorized by law, including, without limitation, the termination of the final Professional Services Agreement resulting from this RFP process. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

7.4 Table of Contents:

Proposals shall include a comprehensive table of contents that identifies submitted material by sections 1.0 through 10.0, and any subsections thereof, in the order listed above with sequential page numbers.

7.5 Professional Profile:

Proposals shall include a clear and concise narrative that identifies the Proposer's ability to provide an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP.

A. Organization Overview. The professional profile must include an overview of the structure and operation of the Proposer's organization, which includes, at a minimum, all the following information:

- 1.** Proposer's organization name, physical location, mission statement, accreditation, certification and/or licensure status, legal business status, such as partnership, corporation or limited liability company, current staffing levels and overall budget.
- 2.** A detailed description of the Proposer's current and previous business activities, including, without limitation:
 - a.** The history of the Proposer's organization, including, without limitation, the date on which the organization was founded and how innovation and high-quality performance is fostered thereby.
 - b.** The total number of years the Proposer has been operating under the present organization name, and any prior organization names under which the Proposer has provided Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP.
 - c.** The total number of years the Proposer has been providing Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP.
 - d.** The total number of airports for which the Proposer has provided Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP.
- 3.** A detailed description of any litigation regarding the provision of Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP that has been brought by or against the Proposer, including, without limitation, the nature and result of such litigation, if applicable.

4. A detailed description of any fraud convictions related to the performance of public contracts, if applicable.
5. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts, if applicable.
6. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
7. A detailed description of any controlling or financial interest the Proposer has in any other organizations, or whether Proposer's business is owned or controlled by any other organization. If the Proposer does not hold a controlling or financial interest in any other organizations, that must be stated.

B. Overview of Qualifications and Experience. The professional profile must include an overview of the Proposer's qualifications and experience regarding the provision of Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP, which includes, at a minimum, all of the following information:

1. Identification of the Proposer's management team, key personnel and subcontractors that will be responsible for providing an Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP, including, without limitation, any and all applicable organizational charts and/or diagrams.
2. A detailed description of the Proposer's overall experience regarding the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP, which includes specific examples of the outcomes and successes of such projects.
3. A detailed description of the qualifications and experience of key personnel and subcontractors that will be responsible for providing an Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP, including, without limitation, job titles, responsibilities special training, licenses certifications and experience with other governmental entities.
4. A detailed description of how the Proposer's qualifications will help meet County's objective of obtaining a high-quality Airport Landing and Parking Surveillance, Tracking, Billing and Collection System.

7.6 Project Description:

Proposals shall include a clear and concise project description, which identifies the Proposer's ability to comply with the requirements, specifications and standards set forth in this RFP.

A. Description of Services. The project description must contain an overview of the Airport Landing and Parking Surveillance, Tracking, Billing and Collection System that will be provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process, which includes, at a minimum, all of the following information:

1. A detailed description of the Airport Landing and Parking Surveillance, Tracking, Billing and Collection System that will be provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
2. A description of any additional system specifications, capabilities and/or services that the Proposer believes may add value to the Airport Landing and Parking Surveillance, Tracking, Billing and Collection System that will be provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.

B. Quality Assurance Capabilities. The project description shall include an overview of the Proposer's policies and procedures regarding quality control, which includes, at a minimum, all of the following information:

1. A detailed description of the Proposer's understanding of the requirements, challenges and potential hurdles applicable to the provision of Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP.
2. A detailed description of the processes that will be utilized to ensure that the Airport Landing and Parking Surveillance, Tracking, Billing and Collection System provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process meets the performance specifications set forth herein.
3. A detailed description of the processes that will be utilized to ensure that the Airport Landing and Parking Surveillance, Tracking, Billing and Collection System provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process complies with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
4. A detailed description of the expected communication channels between the Proposer and County, including, without limitation, how problems and/or disputes will be resolved.

7.7 Cost Proposal:

A. Price Quotes. Proposals shall include an itemized list of any and all costs and expenses associated with the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP. Cost information should be presented in a form that is substantially similar to the Cost Proposal Form that is attached to this RFP as Attachment B – Cost Proposal Form and incorporated herein by reference as if set forth in full. In addition to the above-referenced cost information, Proposals should also include a detailed explanation of how the costs and expenses in each budget line item were estimated and the justification for such costs and expenses.

B. General Instructions and Requirements. The following is an outline of the general requirements applicable to price quotes:

1. Price quotes shall be valid for a minimum of one hundred eighty (180) days from the Proposal submission deadline of November 29, 2024.
2. Price quotes shall include any exceptions, deviations and clarifications pertinent to the

provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP that may assist in the evaluation of such price quotes.

3. The total budget set forth in the price quote shall not exceed any local, state or federal maximum allowances applicable to the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP.

7.8 Supplemental Documentation:

Proposals shall include any and all documents that will assist County in evaluating the Proposer's ability to comply with the requirements, specifications and standards set forth in this RFP, including, without limitation, any and all administrative policies, procedures and best practices that will be used to facilitate the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP, and any and all required licensure, certification and/or accreditation documents.

7.9 References:

- A. **Reference Data Sheet.** Proposals shall include a complete and verified Reference Data Sheet, which is attached to this RFP as Attachment C – Reference Data Sheet and incorporated herein by reference as if set forth in full, that includes present and past performance information from a minimum of three (3) former clients, preferably governmental agencies, to whom the Proposer has provided Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP within the past five (5) years.
- B. **Required Information.** The performance information provided with each reference must be clearly correlated to the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP. Each reference must include, at a minimum, all of the following information:
 1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
 2. The dates on which the Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP were provided to each referenced client.
 3. A detailed description of the Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP that were provided to each referenced client, including, without limitation, the time period in which such Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems were delivered.
 4. A detailed description of how the Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP provided by the Proposer led to the accomplishment of each referenced client's goals and objectives.

5. Verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer's knowledge.

7.10 Evidence of Insurability and Business Licenses:

Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreement that is attached hereto as Exhibit D – Sample Professional Services Agreement and incorporated herein by reference as if set forth in full. Prior to the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to produce certificates of the required insurance, including, without limitation, a certified endorsement naming County as an additional insured. However, Proposers should not purchase any additional insurance until the Professional Services Agreement resulting from this RFP process has been awarded. In addition, all Proposers shall certify the possession of any and all required licenses and/or certifications required for the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth herein.

7.11 Exceptions, Objections and Requested Changes:

Proposers should carefully review the terms, conditions and requirements set forth in this RFP and the sample Professional Services Agreement attached hereto. Any exceptions, objections or requested changes to any portion of this RFP, and/or the sample Professional Services Agreement attached hereto, shall be clearly identified and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and section number of the referenced portion of this RFP or the sample Professional Services Agreement attached hereto. Protests based on any exception, objection or requested change to this RFP, and/or the sample Professional Services Agreement attached hereto, shall be considered waived and invalid by County, if the exception, objection or requested change is not adequately identified and explained in the Proposal. County reserves the right to accept or reject any or all exceptions, objections or requested changes at its sole discretion. The materiality of the exceptions, objections or requested changes will be factored into the evaluation process.

7.12 Required Attachments:

Proposals that do not contain each of the following attachments will be considered non-responsive and will be rejected by County.

- **Attachment 1 – RFP Signature Affidavit** (See Section 7.3)
- **Attachment 2 – Cost Proposal** (See Section 7.7)
- **Attachment 3 – Supplemental Documentation** (See Section 7.8)
- **Attachment 4 – Reference Data Sheet** (See Section 7.9)

8.0 MODIFICATION AND CORRECTION OF PROPOSALS:

8.1 Requests for Clarification or Correction:

Proposers shall be responsible for meeting all of the requirements set forth in this RFP and the sample Professional Services Agreement attached hereto. If a Proposer discovers any ambiguity, discrepancy, omission or other error in this RFP or the sample Professional Services Agreement attached hereto,

a written requests for clarification or correction should be immediately submitted to County electronically at the following address:

County: Humboldt County Department of Aviation
Attention: Curt Eikerman, Airport Operations Manager
Email: aviation@co.humboldt.ca.us

Any and all requests for clarification or correction and any other questions pertaining to this RFP process must be received by County on or before **November 15, 2024**. All responses to such requests for clarification or correction and written questions received by County will be posted on the County of Humboldt's website on or before **November 22, 2024**.

8.2 **Addenda:**

Any and all modifications to this RFP shall be made and distributed by written Addenda. All Addenda to this RFP, if necessary, will be via email to all Proposers and will be posted on the County of Humboldt's website. Addenda issued by County interpreting or modifying any portion of this RFP shall be incorporated into any and all Proposals, if possible. The Addenda cover sheet shall be signed and dated by the Proposer and submitted to County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on County and shall in no way modify this RFP or the obligations of County or any Proposer.

9.0 **EVALUATION CRITERIA AND SELECTION PROCESS:**

After the Proposals are received and opened in accordance with the requirements set forth herein, County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications and experience necessary to provide an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP. In evaluating the Proposals, County shall employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Service Requirements – 40 Points:** The Proposer's ability to provide an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP in accordance with the requirements contained herein and the sample Professional Services Agreement attached hereto.
- **Organizational Experience and Capacity – 25 Points:** The Proposer's experience in providing an Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP.
- **Commencement of Services – 10 Points:** The Proposer's ability to start providing an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP on or before January 1, 2025.
- **Overall Cost of Services – 20 Points:** The Proposer's ability to provide an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP in a cost-efficient manner.

- **Other Criteria – 5 Points:** The overall impression of the Proposer’s ability to provide an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP.

All Proposals will be evaluated by an impartial RFP Evaluation Committee comprised of County of Humboldt staff members and other parties that have expertise regarding, or experience with, the provision of Airport Landing and Parking Surveillance, Tracking, Billing and Collection Systems with capabilities equivalent to those set forth in this RFP. The RFP Evaluation Committee may directly request clarification of Proposals from, and/or interviews with, one (1) or more Proposers. The purpose of any such requests for clarifications or interviews shall be to ensure the RFP Evaluation Committee’s full understanding of the Proposer’s ability to provide an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing, as appropriate. Any delay caused by a Proposer’s failure to respond to such a request for clarification or interview may result in the rejection of the Proposal.

The evaluation and selection process set forth in this RFP is designed to award a final Professional Services Agreement to the Proposer with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals submitted in response hereto. The award of a final Professional Services Agreement, if made by County, will be based upon a total evaluation of each Proposal and the projected costs associated therewith.

All contacts made with County during the evaluation and selection process shall be through Curt Eikerman, Airport Operations Manager (see Section 8.1 for contact information). Attempts by the Proposer to contact any other County representative during the evaluation and selection process may result in rejection of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written complaint from the Proposer about this RFP process.

10.0 CONTRACT DEVELOPMENT:

10.1 Contract Negotiation Process:

Once the evaluation and selection process set forth in this RFP has been completed, County will notify each Proposer of the final rankings and negotiate the terms and conditions of the final Professional Services Agreement with the highest-ranking Proposer. The highest-ranking Proposer shall participate in the contract negotiation process in accordance with direction from County. Any delay caused by the Proposer’s failure to participate in good faith contract negotiations may lead to rejection of the Proposal.

10.2 Scoping Meeting:

The highest-ranking Proposer may be asked to attend a scoping meeting to ensure that the Proposer has a full understanding of the terms, conditions and requirements that will be included in the final Professional Services Agreement. The Scoping meeting will also provide the highest-ranking Proposer with an opportunity to ask questions regarding the Airport Landing and Parking Surveillance, Tracking, Billing and Collection System that it will be expected to provide pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.

10.3 Award of Final Professional Services Agreement:

If County determines, after completion of the contract negotiation process, to award a contract for the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in this RFP, the final Professional Services Agreement shall be sent to the Successful Proposer for signature. Once a signed copy has been returned to County, the Professional Services Agreement will be presented to the Humboldt County Board of Supervisors for final approval and execution. County hereby reserves the right to award a Professional Services Agreement to the Proposer which, in the sole judgment of County, meets County's objective of providing a high quality Airport Landing and Parking Surveillance, Tracking, Billing and Collection System. No Proposal shall be binding upon County until a final Professional Services Agreement is signed by duly authorized representatives of both the Successful Proposer and County.

10.4 Contractual Requirements:

- A. Term.** The final Professional Services Agreement resulting from this RFP process shall begin upon execution thereof and shall remain in full force and effect until the contract expiration date, unless extended by a valid amendment thereto or sooner terminated as set forth therein. County shall have the right to extend the term of, and increase the maximum amount payable under, the final Professional Services Agreement resulting from this RFP process, via duly executed amendments thereto, based on the availability of funds.
- B. Termination for Cause.** If, in County's opinion, the Successful Proposer fails to adequately provide the agreed upon Airport Landing and Parking Surveillance, Tracking, Billing and Collection System within the applicable timelines or otherwise fails to comply with the terms and conditions set forth in the final Professional Services Agreement resulting from this RFP process, or violates any local, state or federal laws, regulations or standards applicable to the performance thereof, County may immediately terminate the Professional Services Agreement upon written notice, or reduce the amount of compensation to be paid to the Successful Proposer pursuant to the terms and conditions thereof.
- C. Termination without Cause.** County may terminate the final Professional Services Agreement resulting from this RFP process without cause upon thirty (30) days advance written notice to the Successful Proposer.
- D. Termination due to Insufficient Funding.** County's obligations under the final Professional Services Agreement resulting from this RFP process shall be contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, County shall, in its sole discretion, have the right to terminate the Professional Services Agreement resulting from this RFP process upon seven (7) days advance written notice.
- E. General Reporting Requirements.** In connection with the execution of the Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to provide County with any and all reports that may be required by any and all local, state and/or federal agencies. Any and all reports required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with any and all applicable local, state and federal timeframes and accessibility requirements.

- F. **Preparation and Maintenance of Performance and Financial Records.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to prepare accurate and complete performance and financial records, documents and other evidence relating to the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth herein, and to maintain and preserve said records for at least three (3) years from the date of final payment under the final Professional Services Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- G. **Inspection of Performance and Financial Records.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to make any and all performance and financial records, documents and other evidence relating to the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth herein available during normal business hours to inspection, audit and reproduction by County, and any other duly authorized local, state and/or federal agencies, including, without limitation, the California State Auditor's Office, for a period of three (3) years after the date of final payment thereunder. The Successful Proposer will also be required to allow interviews of any of its employees who might reasonably have information related to such records by County and any other duly authorized local, state and/or federal agencies.
- H. **Project Monitoring.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, County will have the right to monitor any and all activities related to the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth herein, including, without limitation, the right to review and monitor the Successful Proposer's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of the final Professional Services Agreement. The Successful Proposer will be required to cooperate with a corrective action plan, if deficiencies in its records, policies, procedures or business operations are identified by County. However, County will in no way be responsible, or held accountable, for overseeing or evaluating the adequacy of the Successful Proposer's performance under the final Professional Services Agreement resulting from this RFP process.
- I. **Disclosure of Confidential Information.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to protect any and all confidential information obtained pursuant to the terms and conditions thereof in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, standards, guidelines and frameworks.
- J. **Compliance with Anti-Discrimination Laws.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code, Sections 4450, et seq.; California Welfare and

Institutions Code, Section 10000, Division 21 of the California Department of Social Services Manual of Policies and Procedures, United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60, and any other applicable local, state and/or federal laws, regulations and standards, all as may be amended from time to time.

- K. **Nuclear Free Humboldt County Ordinance Compliance.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear-Free Humboldt County Ordinance. County shall have the right to immediately terminate the Professional Services Agreement if it is determined that the Successful Proposer falsified the above-referenced certification or subsequently becomes a Nuclear Weapons Contractor.
- L. **Indemnification Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to hold harmless, defend and indemnify County, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer's negligent performance of, or failure to comply with, any of the obligations contained in the final Professional Services Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.
- M. **Insurance Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile liability, workers' compensation and professional liability insurance policies. The Successful Proposer shall furnish County with certificates and original endorsements effecting any and all required insurance coverage prior to County's execution of the Professional Services Agreement resulting from this RFP process. In addition, County may require additional insurance dependent upon the final scope of services that will be provided by the Successful Proposer.
- N. **Compliance with Applicable Laws, Regulations, and Standards.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth herein. In addition, the Successful Proposer will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code..
- O. **Assignment.** The final Professional Services Agreement resulting from this RFP process, and any amendments thereto, shall not be assignable by the Successful Proposer without the prior written approval of County. Said approval shall be granted at the sole discretion of the County.

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- P. **Jurisdiction and Venue.** The final Professional Services Agreement resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes related to the terms and conditions of the Professional Services Agreement resulting from this RFP process shall be litigated in the State of California, and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code Civil Procedure, Sections 394 or 395.

11.0 RESERVATION OF RIGHTS:

County hereby reserves the right to cancel this RFP process at any time after the issuance of this RFP, but prior to the award of a final Professional Services Agreement, if County determines, in its sole discretion, that cancellation is in the best interest of County for any reason, including, without limitation, the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith or County determines, after review of the Proposals, that County's needs can be satisfied through an alternative method.

County reserves the right to amend or modify the preliminary scope of services set forth in this RFP prior to the award of a final Professional Services Agreement, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit County to award a Professional Services Agreement for the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth herein, or to pay any costs incurred in the preparation of any Proposals submitted in response hereto.

**REQUEST FOR PROPOSALS NO. AV2024-002
AIRPORT LANDING AND PARKING SURVEILLANCE, TRACKING, BILLING AND COLLECTION SYSTEM**

**ATTACHMENT A – SIGNATURE AFFIDAVIT
(Submit with Proposal)**

REQUEST FOR PROPOSALS – NO. AV2023-001 SIGNATURE AFFIDAVIT	
NAME OF ORGANIZATION:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

The California Public Records Act, California Government Code Sections 7920.000, et seq., defines a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or agency to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above-named agency and hereby agrees to all the terms, conditions and specifications required by County in Request for Proposals No. AV2024-002 and declares that the attached Proposal and pricing are in conformity therewith.

Signature

Title

Name

Date

This agency hereby acknowledges receipt / review of the following Addendum(s), if any
Addendum # [] Addendum # [] Addendum # [] Addendum # []

REQUEST FOR PROPOSALS NO. AV2024-002
AIRPORT LANDING AND PARKING SURVEILLANCE, TRACKING, BILLING AND COLLECTION SYSTEM

ATTACHMENT B – COST PROPOSAL FORM
(Submit with Proposal)

Itemize all costs that will be incurred by County for the provision of an Airport Landing and Parking Surveillance, Tracking, Billing and Collection System with capabilities equivalent to those set forth in Request for Proposals No. AV2024-002. Price Quotes shall include any and all costs associated with the provision of such Services. A narrative should be attached to clarify any pricing data submitted.

A. Personnel Costs

- Title:
 - Description:
 - Cost: \$
- Title:
 - Description:
 - Cost: \$
- **Total Personnel Costs: \$**

B. Operational Costs

- Item:
 - Description:
 - Cost: \$
- Item:
 - Description:
 - Cost: \$
- **Total Operational Costs: \$**

C. Supply Costs

- Item:
 - Description:
 - Cost: \$
- Item:
 - Description:
 - Cost: \$
- **Total Supply Costs: \$**

D. Transportation Costs

- Item:
 - Description:
 - Cost: \$
- Item:
 - Description:
 - Cost: \$
- **Total Transportation Costs:**

E. Other Costs

- Item:
 - Description:
 - Cost: \$
- Item:
 - Description:
 - Cost: \$
- **Total Other Costs:**

F. Indirect Costs

- Item:
 - Description:
 - Cost: \$
- **Total Indirect Costs:**

TOTAL COSTS PROPOSED: \$

REQUEST FOR PROPOSALS NO. AV2024-002
AIRPORT LANDING AND PARKING SURVEILLANCE, TRACKING, BILLING AND COLLECTION SYSTEM

ATTACHMENT C – REFERENCE DATA SHEET
(Submit with Proposal)

REFERENCE DATA SHEET	
Provide a minimum of three (3) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County of Humboldt does not qualify.	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
DEPARTMENT NAME:	
APPROXIMATE POPULATION:	
DESCRIPTION OF SCOPE OF WORK:	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
DEPARTMENT NAME:	
APPROXIMATE POPULATION:	
DESCRIPTION OF SCOPE OF WORK:	

NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:

DEPARTMENT NAME:	
APPROXIMATE POPULATION:	
DESCRIPTION OF SCOPE OF WORK:	

REQUEST FOR PROPOSALS NO. AV2024-002
AIRPORT LANDING AND PARKING SURVEILLANCE, TRACKING, BILLING AND COLLECTION SYSTEM

ATTACHMENT D – SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONSULTANT]
FOR FISCAL YEARS 2024-2025 THROUGH 20[]-20[]

PROJECT: AIRPORT LANDING AND PARKING
SURVEILLANCE, TRACKING, BILLING AND COLLECTION SYSTEM

This Agreement, entered into this ____ day of _____, 20[], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Contractor], a [Name of State] [type of business], hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Aviation (“County”) desires to retain a qualified professional to develop, implement and support an all-inclusive airport landing and parking surveillance, tracking, billing and collection system that is designed to collect data regarding general aviation aircraft landings at, and departures from, the California Redwood Coast – Humboldt County, Murray Field, Rohnerville, Garberville, Dinsmore and Kneeland Airports and provide certain fee collection and customer support services related thereto; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the airport landing surveillance, tracking of aircraft flight operations, operation data collection, full-service billing and collection, and maintaining operator and operation database services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONSULTANT hereby agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONSULTANT agrees to fully cooperate with the Acting Director of Aviation, or a designee thereof.

2. TERM:

This Agreement shall begin upon execution and shall remain in full force and effect until [], 20[], unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONSULTANT fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for uncompensated services provided hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONSULTANT.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [REDACTED] Dollars (\$ [REDACTED]). In no event shall the maximum amount paid under this Agreement exceed [REDACTED] Dollars (\$ [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED], [REDACTED] Dollars (\$ [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED] and [REDACTED] Dollars (\$ [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED]. CONSULTANT hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as set forth herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONSULTANT, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONSULTANT shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each

month in which services are provided hereunder. CONSULTANT shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY electronically at the following address:

COUNTY: Humboldt County Department of Aviation
Attention: Karen Clower, Acting Director of Aviation
kclower@co.humboldt.ca.us

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Aviation
Attention: Karen Clower, Acting Director of Aviation
825 Fifth Street, Room 112
Eureka, California 95501

CONSULTANT: [Name of Consultant]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

7. REPORTS:

CONSULTANT hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONSULTANT shall submit one (1) hard copy and one (1) electronic copy of any and all reports required pursuant to the terms and conditions of this Agreement in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required pursuant to the terms and conditions of this Agreement shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONSULTANT hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONSULTANT hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONSULTANT hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONSULTANT's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT shall cooperate with a corrective action plan, if deficiencies in CONSULTANT's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONSULTANT's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONSULTANT hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data

security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party hereby agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONSULTANT hereby agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONSULTANT certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*) by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONSULTANT's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder shall:
 - 1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONSULTANT shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONSULTANT from liability under this provision. This provision shall apply to all claims for damages related to CONSULTANT's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

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A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations set forth herein, CONSULTANT, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.

- d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all notices regarding the insurance required pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
 Attention: Risk Management
 825 Fifth Street, Room 131
 Eureka, California 95501

CONSULTANT: [Name of Consultant]
 Attention: [Name of Contact Person], [Job Title]
 [Street Address]
 [City], [State] [Zip Code]

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16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONSULTANT shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, any and all applicable requirements set forth in Exhibit D – AIP-Required Federal Clauses, which is attached hereto and incorporated herein by reference as if set forth in full.
- B. Licensure Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code.
- C. Accessibility Requirements. CONSULTANT hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONSULTANT hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

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20. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated and agreed upon by each party hereto.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

27. STANDARD OF PRACTICE:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances.

CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, CONSULTANT shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONSULTANT shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section [] – Compensation upon Termination, Section [] – Record Retention and Inspection, Section [] – Confidential Information and Section [] – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

[NAME OF CONSULTANT]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

[Name of Board Chair], Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Sample Invoice Form
- Exhibit D – AIP-Required Federal Clauses

EXHIBIT A
SCOPE OF SERVICES

[Name of Consultant]

Project: Airport Landing and Parking Surveillance, Tracking, Billing and Collection System

[Brief description of the purpose of the services to be provided]

1. SERVICES:

[List and describe the services to be performed under the Agreement]

2. SCHEDULE:

[List and describe project milestones/timeline for performance]

3. DELIVERABLES:

[List and describe deliverables]

4. ACCEPTANCE CRITERIA:

[List and describe the criteria and standards to be achieved for each deliverable]

5. REPORTING REQUIREMENTS:

[List and describe reporting requirements, as applicable]

6. PLACE OF PERFORMANCE:

[List and describe place of performance]

7. COUNTY RESPONSIBILITIES:

[List and describe County responsibilities, as applicable]

EXHIBIT B
SCHEDULE OF RATES
[Name of Consultant]

Project: Airport Landing and Parking Surveillance, Tracking, Billing and Collection System

A. Personnel Costs

- Title:
 - Description:
 - Cost: \$
- Title:
 - Description:
 - Cost: \$
- **Total Personnel Costs: \$**

B. Operational Costs

- Item:
 - Description:
 - Cost: \$
- Item:
 - Description:
 - Cost: \$
- **Total Operational Costs: \$**

C. Supply Costs

- Item:
 - Description:
 - Cost: \$
- Item:
 - Description:
 - Cost: \$
- **Total Supply Costs: \$**

D. Transportation Costs

- Item:
 - Description:
 - Cost: \$
- Item:
 - Description:
 - Cost: \$
- **Total Transportation Costs:**

E. Other Costs

- Item:
 - Description:
 - Cost: \$
- Item:
 - Description:

- Cost: \$
- **Total Other Costs:**

F. Indirect Costs

- Item:
 - Description:
 - Cost: \$
- **Total Indirect Costs:**

TOTAL COSTS PROPOSED: \$

Fluctuations of up to ten percent (10%) of salary calculations to account for wage increases, new hires, *etc.* are allowable if total amount of personnel category does not increase. Any shift of funds to or from the personnel category must be approved by COUNTY in writing. CONTRACTOR may shift up to twenty-five percent (25%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.

**EXHIBIT C
SAMPLE INVOICE FORM**

[Name of Consultant]

Project: Airport Landing and Parking Surveillance, Tracking, Billing and Collection System

(Place on agency letter head)

INVOICE

Contractor Name
Contract Reference
Contractor Street Address
City, State, Zip Code

Invoice Date
Invoice Period
Invoice Number

Contact Name
Contact Phone Number

Date	Quantity	Description of Service	Rate	Total
Total Invoiced Amount				
Contract term	Contract Cap	Amount expended previously	Invoice Amount	Contract Amount Remaining after this Invoice

EXHIBIT D
AIP-REQUIRED FEDERAL CLAUSES APPLICABLE TO
PROFESSIONAL SERVICE AGREEMENTS

[Name of Consultant]

Project: Airport Landing and Parking Surveillance, Tracking, Billing and Collection System

I. PROVISIONS APPLICABLE TO ALL PROFESSIONAL SERVICES CONTRACTS

A. ACCESS TO RECORDS AND REPORTS

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the sponsor, 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.

B. BUY AMERICAN CERTIFICATION

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

A bidder or offeror must submit the appropriate Buy America Certification (below) with all bids or offers on Airport Improvement Program ("AIP")-funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

See Attachments A and B: Buy American Certifications

C. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

D. CIVIL RIGHTS ACT OF 1964, TITLE VI, 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.
7. **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:

- a. 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);
- b. 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);
- c. 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);
- d. 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;
- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- f. 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);
- g. 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);
- h. 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;
 - i. 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);
 - j. 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;
 - k. 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);
 - l. 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).

E. DISADVANTAGED BUSINESS ENTERPRISES

In the event that the Sponsor has established a Disadvantaged Business Enterprises (DBE) participation goal for the Project which is the subject of this contract, contractor shall comply with all applicable DBE requirements of 49 CFR Part 26. The DBE participation may be composed of any combination of firms certified as DBEs in accordance with 49 CFR Part 26. The contractor shall comply with Sponsor’s DBE Program and subcontract with those firms as previously submitted to Sponsor (on form provided by Sponsor) on the contractor’s list of disadvantaged businesses to meet the DBE participation goal for this Project. If the contractor intends to subcontract a portion of the services to be performed hereunder, the contractor shall affirmatively seek out DBEs that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability and prices. Any questions concerning DBE issues shall be addressed to DBE Program staff at Telephone No. (559) 498-4071 or Fax No. (559) 621-1182.

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 DOT 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 recipient deems appropriate.

Prompt Payment (§26.29) – The contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the contractor receives from Sponsor. The contractor agrees further to return any retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

F. ENERGY CONSERVATION REQUIREMENTS

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

G. FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

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

The 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.

H. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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). Contractor 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.

I. RIGHTS TO INVENTIONS (This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.)

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

J. TRADE RESTRICTION CERTIFICATION

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The contractor must provide immediate written notice to the Sponsor if the 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 Sponsor or subcontractor:

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

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

The Sponsor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification

of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Sponsor has knowledge that the certification is erroneous.

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

K. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 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.

L. SEISMIC SAFETY (applicable to agreements involving the construction of a new building or structural addition to existing buildings)

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

M. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The contractor must complete the following two certification statements. The contractor 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 contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

- a) The applicant (contractor) 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.
- b) The applicant (contractor) 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.

Term Definitions:

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (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.

**II. PROVISIONS APPLICABLE TO CONTRACTS
\$2,000 AND GREATER**

A. COPELAND "ANTI-KICKBACK" ACT (applicable if contract includes construction, alteration, repair, as defined in 29 CFR Part 5)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 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 Sponsor a weekly statement on the wages paid to each employee performing on covered work during the prior week. Sponsor must report any violations of the Act to the Federal Aviation Administration.

B. DAVIS-BACON REQUIREMENTS (applicable if contract includes construction, alteration, repair, as defined in 29 CFR Part 5, exceeding \$2000)

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, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

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

3. Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not

such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which 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 U.S.C. 1001.

III. PROVISION APPLICABLE TO CONTRACTS

\$3,500 AND GREATER

A. BAN ON TEXTING AND 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 Sponsor 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.

**IV. PROVISIONS APPLICABLE TO CONSTRUCTION CONTRACTS
\$10,000 AND GREATER**

A. AFFIRMATIVE ACTION REQUIREMENT (applicable to contracts and subcontracts exceeding \$10,000 and including AIP-funded construction work. "Construction work" means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.)

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: ___%

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 the State of California, County of Humboldt.

B. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O) (applicable to construction contracts, as defined in the Affirmative Action provision, over \$10,000, and may be applicable to Professional Services agreements. "Construction work" means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.)

1. 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 he 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.

**2. 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 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 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).

C. PROHIBITION of SEGREGATED FACILITIES (applicable to contracts and subcontracts including the EEO provisions above, regardless of amount of the contract.)

- (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 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 Opportunity clause of this contract.

D. PROCUREMENT OF RECOVERED MATERIALS (applicable if an agreement includes procurement of a product that exceeds \$10,000)

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 of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

d) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,

The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/consERVE/tools/cpg/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.

E. TERMINATION OF CONTRACT

1. TERMINATION FOR CONVENIENCE

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

Upon termination of the Agreement, the Contractor must deliver to the Sponsor 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.

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

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

2. TERMINATION FOR DEFAULT

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

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure

the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Sponsor:** The Sponsor may terminate this Agreement in whole or in part, for the failure of the Contractor to:
 - i) Perform the services within the time specified in this contract or by Sponsor approved extension;
 - ii) Make adequate progress so as to endanger satisfactory performance of the Project;
 - iii) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Contractor must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Contractor must deliver to the Sponsor 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.

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

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

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

- b) **Termination by Contractor:** The Contractor may terminate this Agreement in whole or in part, if the Sponsor:
 - i) Defaults on its obligations under this Agreement;
 - ii) Fails to make payment to the Contractor in accordance with the terms of this Agreement;
 - iii) Suspends the Project for more than [180] days due to reasons beyond the control of the Contractor.

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

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

**V. PROVISION APPLICABLE TO CONTRACTS
\$25,000 AND GREATER**

A. CERTIFICATIONS REGARDING DEBARMENT AND SUSPENSION

1. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

2. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

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 Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

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

**V. PROVISIONS APPLICABLE TO CONTRACTS
\$100,000 AND GREATER**

A. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS (applicable to contracts employing laborers, mechanics, watchmen and guards, or installing equipment onsite)

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

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

B. CERTIFICATION REGARDING LOBBYING, LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The contractor 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 contractor, 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 contractor shall require that the language of this certification be included in the award documents

for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

**VI. PROVISIONS APPLICABLE TO CONTRACTS
\$150,000 AND GREATER**

A. BREACH OF CONTRACT TERMS

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.

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

B. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor 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.

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**Attachment A: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR
TOTAL FACILITY**

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic products
- 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
- 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 4. To furnish US domestic product for any waiver request that the FAA rejects.
- 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility".

The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

Attachment B: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States, or;
 - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic product
- To furnish US domestic product for any waiver request that the FAA rejects
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees: To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- Detailed cost information for total project using US domestic product
- Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title