

NORFOLK AIRPORT AUTHORITY

REQUEST FOR QUALIFICATIONS

**FUEL STORAGE AND DISTRIBUTION FACILITY DESIGN
AND FINANCIAL PLANNING SERVICES**

June 1, 2022

NORFOLK AIRPORT AUTHORITY
NORFOLK INTERNATIONAL AIRPORT
REQUEST FOR QUALIFICATIONS

**FOR FUEL STORAGE AND DISTRIBUTION FACILITY DESIGN AND FINANCIAL
PLANNING SERVICES**

I. REQUEST FOR QUALIFICATIONS (RFQ)

A. Introduction

The Norfolk Airport Authority (hereinafter referred to as “Authority”), acting by and through its Executive Director, will accept qualification proposals from engineering firms (hereinafter referred to as “Offerors”) to provide professional services as required by the Authority to assisting in the design and financial planning of the Fuel Storage and Distribution Facility project at the Norfolk International Airport (hereinafter referred to as “Airport”). Qualified firms must be able to demonstrate a sufficient knowledge of applicable and related federal, state and local laws and regulations for the services provided. There is no minimum guarantee of the amount of work that will be authorized.

The authority desires to replace the existing fuel storage and distribution facility constructed in 1972. The existing storage facility consist of four 210,000-gallon storage tanks. Fuel is transferred 4,000 feet across the airfield via two 10” pipes to a dispensing island located north of the commercial carrier apron.

The new facility shall be designed in accordance with latest Master Plan and approved Airport Layout Plan which can be found at www.ORFMasterPlan.com

B. Scope of Services

Basic services to be provided by the selected Offeror directly or through approved subcontractors and vendors include, but may not be limited to, the following:

1. Determine fuel storage volume required
2. Create optional layouts to meet projected storage requirements allowing for future expansion of the facility if needed
3. Take into consideration the future of aviation fueling and possible sustainable aviation fueling operations
4. Develop multiple construction delivery method options and assist the Authority in selecting preferred method
5. Develop financing options for consideration by the Authority and the Airline Fuel Consortium

6. Assist the Authority in negotiating construction delivery method and financing options with the Consortium
7. Assist the Authority with ensuring that the fuel facility construction and operational expenses are appropriately reflected in the upcoming Airline Use and Lease Agreement
8. Design the selected facility improvements
9. Design must include the latest technology available to ensure protection of soil and surrounding water bodies while providing reliable and efficient equipment
10. Design shall determine operation building needs for offices, control rooms and vehicle maintenance shops as may be needed to safely and securely operate, monitor and maintain the facility
11. Determine and design repairs to the existing fuel facilities as required to keep the existing facilities in operation until such time that the new fuel facilities are in service
12. This effort must include decommissioning of the existing fueling facility, underground transmission lines and dispensing island
13. Design of Robin Hood Road realignment in front of the new Fuel Facility in order to enhance safety and security of the new facility
14. Design of additional enabling projects as may be required
15. Permit acquisition for all efforts noted above
16. Using an electronic program approved by the Authority, prepare detailed plans and specifications for the solicitation of competitive bids to accomplish selected projects. These plans and specifications shall recognize that the installation must allow for the continued operation of the Airport with minimum inconvenience to the public as well as tenant and airline operations.
17. Assist the Authority in the evaluation of bids received for the selected projects and the award of a contract to the selected contractor.
18. Provide project administration services, as determined by the Authority, including but not limited to: (i) review and approve required shop-drawings and material samples, (ii) conduct periodic on-site inspections to insure work is in compliance with the approved plans and specifications, (iii) certify contractors applications for payment, (iv) review and provide comments to the Authority on any proposed changes to the project design or schedule, (v) Attend progress meetings as

necessary to assure compliance with the project schedule and the intended project design; and (vi) prepare and certify, as applicable, all documents required to close-out the project upon completion.

19. Perform such other comparable or related services with regard to the projects as the Authority may require.

II. GENERAL PROPOSAL REQUIREMENTS

- A. RFQ Response: In order to be considered for selection, Offerors must submit a complete response to this RFQ for receipt not later than 4:00 p.m. (Local Time) on June 30, 2022.
- B. One (1) electronic copy (PDF) of the Proposal must be submitted to the Authority via email or a drop box transmittal solution of the Offeror's choice to arondeau@norfolkairport.com

Hardcopy submittals will not be accepted. Email correspondence transmitting the RFQ response must be time stamped by the deadline stated above.

C. Proposal Format

1. The Proposal must include the completed Proposal Form attached hereto as Exhibit A along with additional required information and must be contained in a single PDF.
2. Proposals shall be signed by an authorized representative of the Offeror. All information requested in this RFQ should be submitted. Failure to submit all information requested may result in rejection of the Proposal.
3. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity and brevity of content. Offerors are not expected to expend resources developing story boards, creative copy and similar materials. Total number of pages shall be limited to 25 not including the proposal form, cover sheet, section covers or resumes.
4. Ownership of all data, materials and documentation submitted with the Proposal to the Authority shall belong exclusively to the Authority and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act.
5. Proposals should be organized in the order in which the requirements are presented in this RFQ. All pages of the Proposal should be numbered. Information which the Offeror desires to present that does not fall within any of the requirements of the RFQ should be attached at the end of the Proposal and designated as additional material.

III. SPECIFIC PROPOSAL REQUIREMENTS

Offerors are required to submit the Proposal Form and the following information in their Proposals:

1. A Statement of Qualification. The Statement of Qualification section shall include a comprehensive identification of the Offeror's qualifications and capacity to perform each area of the Scope of Services. The Offeror must support its ability to be responsible for all facets of the Request for Qualifications, including professional background and experience of key personnel in the Scope of Services.
2. Disadvantaged Business Enterprise (DBE) Participation. The Authority maintains a goal of 6.2% for DBE participation on professional engineering services contracts. The selected offeror must either show that the goal has been met or show good faith efforts in attempting to meet the goal prior. Acceptability of good faith efforts will be determined at the sole discretion of the Authority. A DBE participation rate of 0% will not be accepted by any Offeror for any reason.
3. References. List three (3) clients who would provide references for Offeror where comparable services have been provided. Provide phone numbers, email and mailing addresses for each of such reference. Additional references from other clients, commercial service airports in particular, where comparable services have been provided may be included.
4. Conflicts. Disclose any potential conflicts that may arise due to Offeror's representation of other entities.
5. The name and contact information of the individual who would be the Authority's primary contact for coordination of services if the Offeror firm is selected.
6. Resumes of key individuals who will perform work covered under this RFQ.
7. Location of office from which the majority of the work would be performed.
8. The name and contact information of the staff person who is responsible for the Proposal and is to be contacted regarding any questions the Authority may have about the Offeror's response to this RFQ.

IV. SELECTION PROCESS

- A. The Authority intends to select one consultant, but reserves the right to accept none of the Proposals, to negotiate for modification of the Proposal with the Selected Offeror, or to waive/modify any of the requirements for the Proposal at any time prior to execution of a contract, if deemed to be in the Authority's best interests. If the Offeror is selected for

contractual negotiations, the Selected Offeror may be required to prepare and submit additional information prior to final contract execution.

- B. The Authority may elect to conduct interviews with Offerors. Offerors should be prepared to respond to questions related specifically to their Proposals and other pertinent matters contained within the RFQ. Upon completion of the interview process (if interviews are deemed necessary), the Authority will evaluate all information, complete the selection process and notify the Selected Offeror, as well as the non-selected firms.
- C. The Authority may make such investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services, and the Offeror shall furnish to the Authority all such information and data for this purpose as may be requested.
- D. Authority reserves the right to reject any Proposal if the evidence submitted by and investigations of such Offeror fail to satisfy the Authority that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

V. EVALUATION AND AWARD CRITERIA

- A. Evaluation of Proposals: Each proposal will be evaluated for full compliance with the RFQ instructions to the Offeror and the mandatory terms and conditions set forth herein. The specifications within this RFQ represent the minimum performance necessary for response. An award will be made to the Offeror who is determined by the Authority, in its sole discretion, to best meet its needs and objectives. The Authority will consider a number of factors in combination in evaluating the proposals submitted and will score each proposal based on the criteria below. A total of fifty (50) points will be available.
 - 1. Related Project Experience (Up to 25 Points) - Established competence, experience and qualifications of personnel assigned, with particular attention to experience in design and construction of projects similar to the scope of services reference in this RFQ.
 - 2. Personnel Qualifications (Up to 15 Points) – Provide a list of individuals, to include sub-consultants, who will be assigned to this project. Include resumes for each key individual of the team.
 - 3. References (Up to 10 Points) – Provide references with specific knowledge of Offeror’s experience and qualifications with similar projects.

The Authority reserves the right to consider any other evaluation criteria it deems appropriate to the review process. The relative importance of the evaluation criteria will be determined at the sole discretion of the Authority.

- B. Award of and Term of Contract: Following the submission of Proposals and any subsequent interviews the Authority may wish to conduct, the Authority will consider all available information and select one Offeror with whom it will make a good faith effort to negotiate a consulting agreement. The Authority shall select the Offeror determined by the Authority in its sole discretion to be best qualified, responsible and best suited to meet its needs and objectives among those submitting Proposals. Negotiations shall be conducted with the Offeror(s) so selected. The proposed consultant team of the Offeror may be required to participate at the Airport in at least one negotiation session.

In the event an agreement cannot be reached with the Selected Offeror, the Authority reserves the right to terminate negotiations with no obligation to the first Selected Offeror. Further, the Authority reserves the right to negotiate for modification of any Proposal and may enter into an agreement with any Offeror of its choosing.

The award document will be a written contract in a form which shall be provided by the Authority and shall incorporate by reference all the requirements, terms and conditions of the solicitation and the Selected Offeror's Proposal as negotiated. The term will be for one (1) year with the option for the Authority to extend annually for a maximum of four (4) additional years. The term initiation date will be the date of the Notice of Award as issued by the Authority.

The Authority may cancel this RFQ or reject any or all Proposals at any time prior to an award, and shall not be required to furnish a statement of the reasons why a particular Proposal was not selected.

VI. SCHEDULE

The deadlines for this procurement are currently scheduled as follows:

There is no scheduled preproposal meeting for this request.

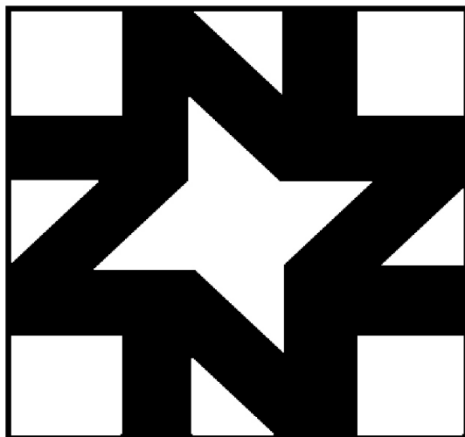
June 13, 2022	Questions Due by 2:00pm EST Submit in writing to arondeau@norfolkairport.com
June 20, 2022	Responses to Questions Posted by 4:00pm EST
June 30, 2022	Proposals Due by 4:00pm EST
July 17, 2022	Notify Firms Selected for Interviews (If required)
Week of August 15, 2022	Interviews (If required)

Award is expected by October 1, 2022, and the Selected Offeror's performance of Services shall begin immediately upon execution of the Authority's standard consultant contract.

VII. GENERAL

- A. This solicitation and any resulting contract is subject to and shall incorporate the General Terms and Conditions attached hereto as Exhibit B.

- B. It is the responsibility of each Offeror to clarify any requirements of this RFQ that are not understood. All inquiries pertaining to this RFQ shall be submitted as directed in the Schedule above. Answers will be posted in the form of an addendum on the Airport website as necessary. No inquiries should be made to any other appointed or elected officials associated with the Authority.
- C. If it becomes necessary to revise any part of this RFQ, or if additional data or information is necessary to clarify any provision, an addendum will be posted to the Airport website.
- D. Expenses for developing and submitting a Proposal are entirely the responsibility of the responding firms and shall not be chargeable to the Authority.
- E. The Norfolk Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- F. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Authority as soon as possible.



NORFOLK AIRPORT AUTHORITY

EXHIBIT A

PROPOSAL FORM

**FUEL STORAGE AND DISTRIBUTION FACILITY DESIGN
AND FINANCIAL PLANNING SERVICES**

June 1, 2022

PROPOSAL FORM

TO: NORFOLK AIRPORT AUTHORITY

A. The undersigned hereby offers to enter into a contract with the Norfolk Airport Authority ("Authority") to provide services in connection with the Authority's Request for Qualifications dated as of June 1, 2022 for Fuel Storage and Distribution Facility Design and Financial Planning Services, which is incorporated herein by this reference.

Offeror's Proposal attached hereto describes in full the specific Services which Offeror wishes to provide the Authority and Offeror's qualifications and experience.

B. Full legal name of Offeror: _____

C. Name(s) and title(s) of individuals authorized to make representations and agreements on behalf of Offeror with regard to this Proposal:

D. Principal business address of Offeror:

E. Address of office from which majority of work will be performed:

F. This Proposal shall be irrevocable for a period of ninety (90) days after the Due Date.

G. The Offeror hereby makes each and every representation and agreement required by the Request for Qualifications.

H. Offeror agrees that none of the information provided to the Authority with the Proposal has been given in confidence. All or any part of the information may be used or

disclosed by or on behalf of the Authority without liability of any kind.

- I. Offeror hereby certifies that no officer, director, employee, or agent of Offeror who will be directly involved in the supervision, direction, or provision of Service to the Authority, has ever been convicted of, and does not have pending criminal charges of, the disqualifying criminal offenses listed in 49 CFR §1542.209(d) or any comparable regulations. Offeror further certifies that no individual who has been convicted of, or has pending criminal charges of, the disqualifying criminal offenses listed above, will perform any work pursuant to the Proposal on the property of the Authority unless the Offeror has obtained the express prior approval of the Authority for that individual.
- J. Offeror certifies that it has full authority to conduct business in the Commonwealth of Virginia and has determined all requirements for permits, licenses, and certificates required by any regulatory agency (federal, state, and local) for Offeror to provide the Service, and that Offeror has obtained or will be able to obtain any required permits, licenses, and certificates prior to execution of the Contract.
- K. The entire Proposal, any documents required by it and all exhibits and other papers made a part thereof by its terms are incorporated herein and made a part of this Proposal.
- L. Any notices to be provided by Authority to Offeror pursuant to this Proposal or the Request for Qualifications shall be given to the following individual:

Name: _____
Title: _____
Mailing address: _____

Telephone number: _____
E-mail address: _____

Witness the following signature:

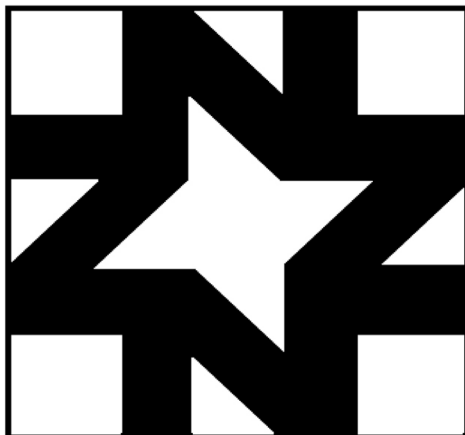
AUTHORIZED SIGNATURE OF OFFEROR:

Printed Name of Offeror

Signed By: _____

Printed Name: _____

Title: _____



NORFOLK AIRPORT AUTHORITY

EXHIBIT B

GENERAL TERMS AND CONDITIONS

**FUEL STORAGE AND DISTRIBUTION FACILITY AND
FINANCIAL PLANNING SERVICES**

June 1, 2022

**NORFOLK AIRPORT AUTHORITY
GENERAL TERMS AND CONDITIONS
APPLICABLE TO REQUEST FOR QUALIFICATIONS
AND CONTRACT FOR SERVICES**

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1. **Qualifications of Offerors:** The Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the Services, and the Offeror shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fail to satisfy the Authority that such Offeror is properly qualified to carry out the obligations of the contract and to provide the Services contemplated herein.
2. **Late Proposals:** To be considered for selection, a Proposal must be received by the Authority by the designated date and hour. It is the sole responsibility of the Offeror to ensure that its Proposal is timely received by the Authority by the designated date and hour. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The Authority is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers.
3. **Liability of Authority:** No Offeror shall have any cause of action against the Authority arising out of a failure by the Authority to consider a Proposal, or the methods by which the Authority evaluated Proposals received. The selection of the prospective Offeror shall be at the sole discretion of the Authority.
4. **Proposal Acceptance Period:** Any Proposal in response to this RFQ shall be valid for ninety (90) days. At the end of ninety (90) days, the Proposal may be withdrawn at the written request of the Offeror. If the Proposal is not withdrawn at that time, it remains in effect until an award is made or the RFQ is canceled.
5. **Costs:** The Authority assumes no obligation for any costs associated with preparation or submission of a Proposal.
6. **Unauthorized Contact:** Communication with any Authority Commissioner in connection with this RFQ and the Services described herein is prohibited and shall be cause for disqualification of the Offeror.
7. **Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of the City of Norfolk. The Selected Offeror shall comply with all applicable federal, state and local laws, rules and regulations.
8. **Ethics in Public Contracting:** By submitting a Proposal, Offeror certifies that its Proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their Proposal, and that Offeror has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

9. **Conflict of Interest:** The Offeror represents to the Authority that entering into any contract with the Authority will not constitute a violation of the Virginia Conflict of Interest Act.
10. **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the Authority. In the event that the Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish the Authority the names, qualifications and experience of the proposed subcontractors. The Selected Offeror shall remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.
11. **Taxpayer Identification Number:** The Selected Offeror shall furnish to the Authority at the time of Contract award and as a condition precedent to receiving payment from the Authority its federal Employer Identification Number (EIN) if a corporation or a partnership, or its Social Security Number (SSN) if a sole proprietor.
12. **Insurance Required of the Consultant:** Prior to the start of any work under the Contract, the Consultant shall provide to the Authority Certificates of Insurance approved by the Authority and shall maintain such insurance until the completion of all Work under the Contract, including but not limited to errors and omissions and liability insurance. The Consultant shall carry professional liability insurance covering negligent acts, errors, and omissions in an amount acceptable to the Authority. In no event shall the amount of professional liability insurance be less than \$1,000,000.
13. **Ownership of Documents and Materials:** Ownership of all materials and documentation including any reports and copies of any analyses prepared pursuant to the Contract with the Authority, shall belong exclusively to the Authority and are considered “work for hire.” Such materials and documentation shall be the property of the Authority whether the work for which they are made is executed or not. The Consultant shall not use these materials on any other work or release any information about these materials without the express written consent of the Authority.
14. **Payments to the Consultant:**

The following procedures are established in conformance with the Virginia Public Procurement Act (VPPA), Code of Virginia §§ 2.2-4300 through 2.2-4377, as amended, and, in particular, § 2.2-4347 *et seq.*, which is referred to as the Prompt Payment Act.

- (a) The Consultant shall submit its invoice with the documentation required by the Authority. The invoice shall generally itemize or show a breakdown of the total Contract amount, the value of the various phases or parts, the previously invoiced and approved amounts for payment, and the amount of the current invoice. Invoices for reimbursables shall include documentation of costs for which reimbursement is sought.
- (b) Unless there is a dispute about the compensation due the Consultant then within thirty (30) days after receipt by the Authority of the Consultant’s invoice, which shall be considered the invoice receipt date, the Authority shall pay to the

Consultant the amount approved, less any retainage and prior payments/advances. The date on which payment is due shall be referred to as the Payment Date.

- (c) Interest shall accrue on all amounts owed by the Authority to the Consultant which remain unpaid thirty (30) days following the Payment Date. Said interest shall accrue at the discounted ninety day U.S. Treasury bill rate as established by the Weekly Auction and as reported in the *Wall Street Journal* on the weekday following each such Weekly Auction. During the period of time when the amounts due to the Consultant remain unpaid following the thirtieth (30th) day after the Payment Date, the interest accruing shall fluctuate on a weekly basis and shall be that established by the immediately prior Weekly Auction. It shall be the responsibility of the Consultant to gather and substantiate the applicable weekly interest rates to the satisfaction of the Authority and to calculate to the satisfaction of the Authority the interest due. In no event shall the rate of interest charged exceed the rate of interest established pursuant to Code of Virginia § 58.1-1812. No interest shall accrue when payment is delayed because of a dispute between the Authority and the Consultant. This exception to the accrual of interest shall apply only to that portion of a delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement. The date of mailing of any payment through the U.S. Postal Service is deemed to be the date of payment to the addressee. The Authority is entitled to interest on any amounts from the Consultant that remain unpaid thirty (30) days after the amount is deemed due, whether as a result of a resolution of a dispute or otherwise. Any such interest shall be calculated by the same method as set forth above in this subsection.

15. Payments by the Consultant to Subcontractors:

- (a) The Consultant is required to pay interest to any of its sub-consultants or subcontractors on all amounts owed by the Consultant that remain unpaid after seven (7) days following receipt by the Consultant from the Authority for work performed by the subcontractor under that contract, except for amounts withheld as allowed. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent per month.
- (b) The Consultant shall include in each of its subcontracts a provision requiring each consultant or other subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier consultant or subcontractor.
- (c) Any obligation of the Consultant to pay an interest charge to a consultant or subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the Authority. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

16. **Audit:** The Consultant, by signing any Contract with the Authority, shall agree to retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by the Authority, whichever is sooner. The Authority and its authorized agents shall have full access to and the right to examine any of the materials during said period.
17. **Default:** In case of the Consultant's failure to deliver the reports, documents or services in accordance with the Contract terms and conditions, the Authority, after due written notice, may procure same from other sources, and the Consultant shall be responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies which the Authority may have.
18. **Termination of Contract:**
- (a) **General:** The Authority may terminate the Contract for cause or for convenience after giving thirty (30) days written notice to the Consultant. The written notice need not include a statement of reasons for the termination.
 - (b) **Termination for Cause:** If the Contract is terminated by the Authority for cause, the Consultant shall be responsible for all damages incurred by the Authority as a result of the Consultant's breach of contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement consultant to fulfill the obligations of the Contract. Any termination by the Authority for default, if determined by a court of competent jurisdiction not to have been justified as a termination for default shall be deemed a termination for the convenience of the Authority.
 - (c) **Termination for Convenience:** The Authority may terminate the Contract in whole or in part for convenience by delivering to the Consultant a written notice of termination as set forth above, specifying the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the Consultant must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice. If the Contract is terminated for convenience, the Consultant shall be entitled to those fees earned for work performed in accordance with the Contract prior to the notice of termination. Thereafter, the Consultant shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated.
19. **Assignment of Contract:** The Consultant shall not assign the Contract between the Authority and the Consultant, in whole or in part, without the written consent of the Authority.
20. **Anti-Discrimination:**
- (a) By submitting its Proposal, Consultant certifies to the Authority that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With

Disabilities Act and Code of Virginia § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. Code of Virginia § 2.2-4343.1E.

- (b) During the performance of the Contract, the Consultant agrees as follows:
 - (1) The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The Consultant, in all solicitations or advertisements for employees will state that Consultant is an equal opportunity employer.
 - (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (c) The Consultant will include the provisions of the foregoing paragraphs (1), (2) and (3) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (d) The Norfolk Airport Authority does not discriminate in the solicitation or awarding of contracts on the basis of race, religion, faith-based organizations, color, national origin, age, disability or any other basis prohibited by state or federal law.

21. Drug Free Workplace:

- (a) The Authority seeks to establish and maintain a work environment free from the adverse effects of alcohol and other drugs. The adverse effects of alcohol and other drugs create a serious threat to the safety and welfare of all personnel at the job-site, to job-site safety in general, to worker productivity and quality of workmanship, and to the project schedule. Each of the following acts is

prohibited by the Consultant, its employees, subcontractors, sub-consultants, and suppliers while performing services under the terms of the Contract.

- (1) The unlawful or unauthorized manufacture, distribution, dispensation, possession, or use of drugs (except the possession and use of medically prescribed drugs for legitimate medical purposes) in the workplace;
 - (2) The unlawful or unauthorized manufacture, distribution, dispensation, or use of alcoholic beverages in the workplace during hours of work;
 - (3) The impairment of a person in the workplace, or at the construction site, related to the use of alcohol or other drugs including impairment from prescription drugs.
- (b) The Consultant shall post a copy of this policy in a conspicuous place at the workplace and assure that all personnel are advised of the policy. A violation of this policy will be recognized as a breach of contract and may result in termination of the Contract.
- (c) During the performance of this Contract, the Consultant agrees to (i) provide a drug free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees that the Consultant maintains a drug free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 so that the provision will be binding upon each subcontractor or vendor.

22. Laws and Regulations: In performing services under the Contract, the Consultant shall comply with applicable federal, state and local laws and regulations. The Consultant shall give all notices and comply with all laws, ordinances, regulations, and lawful orders of any public authority bearing on the performance of the Contract.

23. Compliance with State Law; Foreign and Domestic Businesses Authorized to Transact Business in Virginia:

- (a) If organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Consultant shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law.

- (b) If organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code, Consultant must provide Authority the identification number issued to it by the State Corporation Commission. If not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law, Consultant shall provide Authority a statement describing why Consultant is not required to be so authorized.
 - (c) Any business entity described in subsection (1) shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
- 24. Debarment Status:** By entering into the Contract, Consultant certifies that it is not currently debarred from doing business with or in the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from doing business in the Commonwealth of Virginia.
- 25. Anti-Trust:** By entering into the Contract, Consultant conveys, sells, assigns, and transfers to the Authority all rights, title and interest in and to all causes of the action it may now have to hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services acquired by the Authority under the Contract.
- 26. Immigration Reform and Control Act of 1986:** By submitting a Proposal, Offeror certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 27. Required Federal Contract Provisions:**

GENERAL CIVIL RIGHTS PROVISIONS

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

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

TITLE VI CLAUSES

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the 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.

List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

EQUAL OPPORTUNITY CLAUSE

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

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

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

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

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

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

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor

shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

DISADVANTAGED BUSINESS ENTERPRISES

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

Information Submitted as a matter of bidder responsiveness:

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

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

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

Information submitted as a matter of bidder responsibility:

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

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

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

Contract Assurance (§ 26.13) – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten days from the receipt of each payment the prime contractor receives from Norfolk Airport Authority. The prime contractor agrees further to return retainage payments to each subcontractor within ten 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 Norfolk Airport Authority. This clause applies to both DBE and non-DBE subcontractors.