



2828 Walker Field Dr
Grand Junction, CO 81506

Request for Qualifications

Professional Airport Architect/Engineering
(A/E) On- Call Services

Schedule of Events

RFQ Issued	December 13, 2022	
Deadline to Submit Questions	December 29, 2022	
Response to Written Questions	January 5, 2023	
Statement of Qualifications due	January 19 , 2023	4:00pm MT

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I. BACKGROUND AND OBJECTIVE

The Grand Junction Regional Airport Authority (“Authority”) hereby solicits Statements of Qualifications (“SOQs”) from responsible, qualified firms interested in providing professional Architect/Engineering (A/E) Services on an as-needed and requested basis for various capital improvement projects, expected or anticipated at the Grand Junction Regional Airport (“Airport”) in Grand Junction, Colorado. Services to be provided include, but are not limited to, programming, preliminary plans, specifications, contract documents, cost estimates for any design to be approved by the Airport and the FAA, field engineering, including resident engineering of construction work, and bid assistance.

The Authority intends to select the A/E Consultant (“Consultant”) based solely on qualifications. Fees will be negotiated for projects on a task order basis. Cost or fee information is not to be submitted with the SOQ.

This procurement is designed and intended to conform with 49 U.S.C. § 47107(a)(17); 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and FAA Advisory Circular 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects* (Sept. 2015). The agreement between the Authority and the selected Consultant will be subject to all applicable Federal Rules and Regulations as identified in AC 150/5100-14E. The most current version of the Federal Contract Provisions for A/E agreements will be attached to the agreement.

The Consultant must be responsible and possess the ability to perform successfully under the terms and conditions of a contract to be negotiated between the Authority and the selected Consultant. Consideration will be given to integrity, record of past performance, extent of experience with airport engineering services, technical resources, and accessibility to other necessary resources. This procurement is designed and intended to eliminate individual and organizational conflicts of interest.

Upon completion of the selection process outlined herein, the Airport Executive Director will notify the apparent successful respondent for the purpose of initiating contract negotiations, on the basis of the form of contract attached hereto. Upon completion of negotiations, the resulting contract will be presented to the Authority Board of Commissioners for approval. The Authority assumes no responsibility for any costs or expenses incurred by any respondent, including the apparent successful respondent, unless and until the Authority makes an award by execution of a contract.

It is the policy of the Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of an agreement hereunder.

Digital copies of the Request for Qualifications (“RFQ”) are available at www.bidnet.com/colorado. Addendums to the RFQ will be published in the same manner. Respondents shall be registered on the Plan Holders List in order to submit a response to the RFQ. If you need help registering, please call the system support department at 1-800-835-4603.

II. Anticipated Scope of Work

The Authority is seeking professional services from multi-disciplinary A/E teams for the design and preparation of plans and specifications and support services for various airport improvement projects including but not limited to bidding services, project administration, supervision, and coordination for airport A/E projects expected or anticipated during the next five (5) years.

Specific services and fees on individual projects will be determined by task order or contract amendments, as set forth in the agreement between the Authority and selected Consultant. To assist in the preparation of SOQs, the Authority provides the following illustrative list of tasks that may be required of the Consultant:

1. Analyze proposed site and evaluate existing facilities;
2. Establish design objectives;
3. Obtain local, state, and federal permits for the execution of projects;
4. Preparation of Grant Applications;
5. Preparation of topographical surveys as required for design;
6. Conduct geotechnical engineering and testing;
7. Preparation of detailed cost estimates for projects;
8. Preparation of construction contract documents in compliance with the most current funding agency requirements. Make formal submittals at the 30%, 60%, 90%, and 100% design stages;
9. Preparation of phasing and construction safety plans, sequence of construction activity, including meeting with Airport, Airlines, FAA, TSA, etc. to verify phasing prior to inclusion into the contract documents;
10. Perform all necessary inspections and evaluations associated with projects;
11. Collection of data needed to produce as-built layouts;
12. Production of both digital and hard copy as-built drawings;
13. Attend, as needed, meetings with the Airport, CDOT, FAA, and/or Airport tenants and stakeholders throughout the project development process.

Some of the services may not be required. The Authority reserves the right to initiate additional procurement action(s) for any of the services identified herein.

The selected Consultant will provide sufficient experienced personnel to perform the required design functions for the projects identified by the Authority. All field data collected must comply with the most current requirements and be provided to the Airport in a useable format. All work shall be designed in substantial conformance with the most current regulations and design criteria. The selected Consultant shall complete all work and documentation necessary for submittal to the FAA and/or TSA in order to comply with Grant reimbursement procedures.

The types of projects for which the above-described services would be provided may include, but are not limited to:

1. Security and passenger screening checkpoint projects;
2. Terminal expansion/remodel projects to accommodate security and airline needs;
3. Baggage conveyance device replacements, upgrades, and additions;
4. Passenger Loading Bridge procurements and replacements;
5. Service elevator modernization;
6. Air Traffic Control Tower replacement;

7. Facilities maintenance and support building;
8. Addition to existing ARFF/SRE facility;
9. Common use rental car service facility;
10. Fire code/system upgrades;
11. Roof replacements;
12. HVAC system upgrades/replacements;
13. Electrical upgrades;
14. Miscellaneous mechanical, electrical, and lighting work; and
15. Utility installation and/or relocations.

III. Contract Term

The term of the resulting contract between the Authority and successful respondent will be five (5) years.

IV. Insurance

Prior to commencement of performance, the Consultant shall furnish to the Authority a certificate of insurance for general liability with limits to be specified by agreement. Proof of insurability shall be demonstrated by providing copies of current insurance policy during contract negotiations with the apparent successful respondent.

V. SUBMITTAL REQUIREMENTS

Respondents shall deliver a total of five (5) original copies of the submittal in hard copy format to the Authority, as well as submit electronically a copy of the submittal to creece@gairport.com. Once submitted, all copies shall become property of the Authority.

Submittals shall be sealed and marked: “STATEMENT OF QUALIFICATIONS PROFESSIONAL ON-CALL ARCHITECT/ENGINEERING SERVICES FOR GRAND JUNCTION REGIONAL AIRPORT AUTHORITY”

Submittals shall be addressed to:

ATTN: Cameron Reece
Grand Junction Regional Airport Authority
2828 Walker Field Drive, Suite 301
Grand Junction, Colorado 81506

Sealed Statements of Qualifications will be received no later than 4:00 P.M. MDT, January 19, 2023. Any Statements of Qualifications received after this time will be considered non-responsive and returned unopened. Faxed SOQs will not be accepted. The Authority reserves the right to reject any or all SOQs.

SOQs may be reviewed by an evaluation panel. A limited number of the best qualified respondents may be selected for a detailed presentation of their SOQ.

The submittal should be limited to a maximum of thirty (30) pages and must include the items set forth in the list below, in the specified sequence. Please note that the required Forms, dividers, and any cover pages **do not** count towards page limit.

1. Signed Signature Page (RFQ Form #1) – Respondent shall complete, sign, and submit RFQ Form #1. The Signature Page must be signed a person(s) authorized to bind the entity or entities submitting the response. Joint ventures require signatures from all respondents participating in the joint venture. Joint ventures are required to provide legal proof of the joint venture, such as a joint venture agreement, as an attachment to their submittal.
2. Submittal Checklist (RFQ Form #2) – Respondent shall complete and submit RFQ Form #2.
3. General Information Form (RFQ Form #3) – Respondent shall complete and submit RFQ Form #3.
4. Litigation Disclosure Form (RFQ Form #4) – Respondent shall complete and submit RFQ Form #4. If necessary, include additional pages for explanation.
5. Conflict of Interest Disclosure Form (RFQ Form #5) – Respondent shall complete and submit RFQ Form #5. If necessary, include additional pages for explanation.
6. Disadvantaged Business Enterprise (DBE) Program (RFQ Form #6) – Respondent shall complete and submit RFQ Form #6 and provide any additional information documentation regarding respondents' DBE involvement.
7. State of Colorado Certification Regarding Illegal Aliens (RFQ Form #7) – Respondents shall complete and sign the certification statement to indicate your understanding of the requirements concerning illegal aliens.
8. Executive Summary – Respondents shall provide an Executive Summary which includes an overview of the Respondent's company, highlights of the Respondent's experience, introduction of the project manager, the names of other key personnel, and a concise statement as to why the Respondent should be selected. The Executive Summary shall be limited to three (3) pages.
9. Statement of Qualifications – Narrative document that addresses all evaluation criteria enumerated in Section VII, Selection Criteria.
10. Comments on Contract – Respondents shall provide any general or specific comments on or exceptions to the attached contract. Do **not** "redline" or edit the document.

All Respondents are required to complete all information requested in this RFQ. Failure to do so may result in the disqualification of a respondent.

Any cost or expense incurred by the respondent that is associated with the preparation of the SOQ during any phase of the selection process, shall be borne solely by respondent.

During contract negotiations, the successful respondent shall be required to provide copies of current insurance policies meeting the required coverages and limits.

VI. PRESUBMITTAL QUESTIONS

Any questions or inquiries related to this solicitation must be made in writing and submitted no later than 4:00 P.M. MDT, December 29, 2022. Questions received after the stated deadline will not be answered. It is required that all questions be submitted through BidNet®.

All questions submitted in accordance with the requirements stated above will be answered in writing and posted to BidNet® no later than 4:00 P.M. MDT, January 5, 2023.

All respondents interested in this solicitation (including Respondent's employees, representatives, agents, lobbyist, attorneys, and sub consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential respondents, assure that contract decision is made in public, and to protect the integrity of the selection process.

VII. SELECTION CRITERIA

The selection of a Consultant will be based on a comparative analysis of the professional qualifications necessary for satisfactory performance of the services required.

The Authority may designate an evaluation panel to be comprised of selected Authority staff and subject matter experts, free of conflicts of interest, to review and score each SOQ independently. The evaluation panel will be responsible for developing an ordinal ranking of respondents based on each panel member's independent review. The evaluation panel will present its ordinal rankings to the Airport Executive Director, who shall be responsible for selecting the apparent successful respondent to begin contract negotiations.

The Authority reserves the right to request and conduct oral interviews of any or all respondents, including a preselection list of the best qualified respondents based on an initial review of SOQs against the selection criteria enumerated herein. The Authority further reserves the right to request detailed proposals from a preselection list of the best qualified respondents.

Respondents should address each of the evaluation criteria listed below, to be weighted equally. Submittals shall be in the same sequential format as follows:

1. Qualifications and Experience
 - a. Detail relevant services regularly offered by the firm, how long the services have been offered, and the number of professional employees dedicated full or part time to providing relevant services.
 - b. Provide examples of comparable projects within the last five (5) years that demonstrate the firm's qualifications to perform the anticipated services. These projects should be complete or near completion.

- c. Identify the roles of the project manager and key personnel in the comparable projects.
- d. Provide start and completion dates and references with names, phone numbers, and email addresses of the owner's representative who is most knowledgeable of your firm's performance.

2. Technical Competence

- a. Present your firm's understanding of standards and policies, special requirements, codes, and regulations pertinent to the anticipated scope of services.
- b. Demonstrate familiarity with relevant Transportation Security Administration and FAA regulations, policies, requirements and standards.
- c. Demonstrate familiarity with the Airport Improvement Program, including the requirements for project eligibility and ensuring compliance with the FAA's technical specifications and the terms, conditions and assurances of AIP grant agreements. Provide examples where the firm successfully maintained and maximized AIP eligibility, if not provided in Section 1 (Qualifications and Experience).
- d. Present your internal quality control procedures.
- e. Demonstrate your firm's commitment to safety.

3. Proposed Organization

- a. Present a team organizational chart and identify each key team member's role (including team member names) and responsibility for this project. Indicate availability of team members for the project. Identify geographic location of all proposed team members.
- b. Present qualifications and experience or any regularly engaged outside consultants (if any).
- c. Describe the specific internal mechanisms and controls in place within the firm to ensure the timely and efficient provision of client services.
- d. Respondent shall provide a one (1)-page resume for the project manager and all key team members identified in the organizational chart.
- e. Identify firm's current workload and ability to undertake and complete tasks in a timely manner.

4. Project Approach / Methodology

- a. Detail your firm's approach to implementing scopes of work, plans, budgets and schedules for the types of projects outlined in the anticipated Scope of Work.
- b. Demonstrate your firm's proven methods for ensuring on-time, on-budget, high-quality capital projects.
- c. Detail your firm's approach to communication and coordination with the project owner, as well as other contractors, consultants, regulators and stakeholders.
- d. Detail your firm's approach to managing both landside and airside construction projects, including interdependent projects phased over multiple years.

VIII. GRAND JUNCTION REGIONAL AIRPORT AUTHORITY RIGHTS

The Authority reserves the right to reject all, or portions of any or all, proposals. The Authority may, at its sole discretion, withdraw this RFQ, re-advertise, extend deadlines, waive irregularities and technicalities, or modify or amend any and all provisions herein. The Authority will not pay for any information herein requested, nor is it liable for any costs incurred by the participating Respondent. The Authority reserves the right to extend the RFQ submittal date if needed. All changes and/or clarifications will be distributed to all those indicating interest in this RFQ in the form of addenda published on BidNet®. Any award as a result of this procurement shall be contingent upon the execution of an appropriate contract.

If a selection cannot be made on the basis of the proposals, the Authority reserves the right to select the most qualified respondent (s) to provide additional information and, if warranted, detailed interviews. No Respondent shall be entitled to, or otherwise be guaranteed, an interview.

The Authority is a political subdivision of the state of Colorado and, as a result, the proposal and other documents associated with this procurement may become public records subject to disclosure under the Colorado Open Records Act (C.R.S. Title 24, Art. 72) upon submission to the Authority. Each Respondent shall be responsible for identifying any information in its submittal that it believes is subject to an exception from disclosure under state law.

IX. TITLE VI SOLICITATION NOTICE

The 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 for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

X. LABOR AND WAGES

The selected respondent shall be responsible for complying with the Federal Fair Labor Standards Act; Colorado Constitution Article XVIII, Sec. 15 (State Minimum Wage Rate); and/or wage rates imposed by the City of Grand Junction, in accordance with Colorado House Bill 19-1210 and associated provisions of the Colorado Revised Statutes. The selected respondent shall have full responsibility for compliance with federal, state and local requirements concerning wages and labor.

XI. SIGNATURE PAGE (RFQ Form #1)

“✓” Check box that indicates business structure of Respondent

- Individual or Proprietorship
- Partnership or Joint Venture
- Corporation

The undersigned certifies that (s)he is authorized to sign this RFQ Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms as required by this RFQ, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded.

Respondent Organization Name: _____

By: _____

Printed Name: _____

Title: _____

If Respondent is a Joint Venture, an authorized signature from a representative of each party is required.

By: _____

Printed Name: _____

Title: _____

XII. SUBMITTAL CHECKLIST (RFQ Form #2)

Use this checklist to ensure all required document have been included in the SOQ and that they are properly ordered.

Document	Initial
Signature Page (RFQ Form #1)	
Submittal Checklist (RFQ Form #2)	
General Information (RFQ Form #3)	
Litigation Disclosure (RFQ Form #4)	
Conflict of Interest (RFQ Form #5)	
DBE Program (RFQ Form #6)	
State of Colorado-Certification Regarding Illegal Aliens (RFQ Form #7)	
Executive Summary	
Statement of Qualifications	

XII. GENERAL INFORMATION (RFQ Form #3)

Provide the following information regarding the Respondent.

1. Basic Respondent Information

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship _____ Partnership _____ Corporation _____ Other _____

(If "Other" is checked, list business structure): _____

Printed Name of Contract Signatory: _____

Job Title: _____

Provide any other names under which Respondent has operated within the last ten (10) years and length of time under for each: _____

Provide address of office from which this project would be managed: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Website address: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with: _____

List Related Companies: _____

2. Contact Information:

List the one person who the Authority may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Telephone No. _____ Email address: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, or management reorganization within the next twelve (12) months?

_____ Yes _____ No

4. Is Respondent authorized and/or licensed to do business in Colorado?

_____ Yes _____ No

If "Yes", list authorizations/licenses: _____

Note: Prior to executing a contract, the entity must furnish the Authority with a valid certificate from the Secretary of the State of Colorado with authority to do business in the State of Colorado.

5. Where is the Respondents' corporate headquarters located?

Principal Address: _____

City: _____ State: _____ Zip Code: _____

6. Local/County Operation: Does the Respondent have an office located in Mesa County, Colorado?

_____ Yes _____ No

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

_____ Yes _____ No

If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

____ Yes ____ No

If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

____ Yes ____ No

If "Yes", state the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

____ Yes ____ No

If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

____ Yes ____ No

If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

____ Yes ____ No

If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

XIV. LITIGATION DISCLOSURE (RFQ Form #4)

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your response from consideration or termination of the contract, if awarded.

1. Have you, or a member of your Company, or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the Grand Junction Regional Airport Authority, Walker Field Airport Authority, or any other Federal, State, or Local Government, Airport, or Private Entity?

YES

NO

2. Have you, or a member of your Company, or Team to be assigned to this engagement been involved in and claim or litigation with the Grand Junction Regional Airport Authority, Walker Field Airport Authority, or any other Federal, State, or Local Government, Airport, or Private Entity?

YES

NO

If you have answered “Yes” to either of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your response.

XV. Conflict of Interest Disclosure Form (RFQ Form #5)

This COI Disclosure Form must be signed by a principal of the Respondent to certify that it is correct.

A Respondent's certification that its disclosure form is correct includes the disclosure by its Associates and Subcontractors, if any.

My signature certifies that as disclosed on or attached to the present form:

The Respondent's disclosures are complete, accurate, and not misleading. The Respondent has received COI Disclosure Form(s) from all Subcontractors (if any) and the present form has attached any COI Disclosure Form(s) thereof. I hereby certify that I am authorized to sign this COI Disclosure Form as a Representative for the Respondent identified below:

Legal Name of Respondent: _____

Address: _____

Signature: _____

Name (type/print): _____

Title: _____

Date: _____

Please answer all questions "Yes", "No" or "N/A", and if uncertain answer "Yes."

If the answer to any of the questions 1 through 4 is "Yes," then: furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution).

1. Is any Associate of the Respondent a former employee of the Authority within the last five years or a family member of a current employee of the Authority?
 Yes No N/A
2. Does the Respondent or any Associate of the entity have a conflict of interest regarding any known member of the Authority procurement evaluation or selection team?
 Yes No N/A
3. Does the Respondent, or any Associate of the entity, have any past, present or currently planned interests that are an Actual or Potential Conflict of Interest?
 Yes No N/A
4. Have Subcontractors furnished COI Disclosure Forms separate from the present form? (If yes, attach Subcontractor disclosures).
 Yes No N/A

XVI. Disadvantaged Business Enterprise (DBE) Program (RFQ Form #6)

NOTE: The Respondent is encouraged to solicit available DBE contractors to participate in potential subcontracting opportunities under the proposed contract.

The Respondent, _____, as part of the procedure for the submission of SOQ on a project known as _____, submits the following list of subcontractors/suppliers for proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

Name of Participating Subcontractor/Supplier	DBE Certification Number	Percent and Dollar Amount of Subcontract

List all DBE subcontractors/suppliers solicited but not selected for participation on project. (Note: Do not include participating subcontractors/suppliers listed above). If none were solicited, provide an explanation. Use additional sheets, if necessary.

Name of Subcontractor/Supplier Solicited	DBE Certification Number	Reason Not Selected

Only companies certified as a DBE by the State of Colorado, listed in the Colorado UCP DBE and ACDBE Directory can be applied toward the Authority Fiscal Year DBE goal. All DBE subcontractors/suppliers must submit a copy of their certification certificate through the prime contractor. Proof of certification must be attached to this form.

It is understood and agreed that, if awarded a contract by the Authority, the Respondent will not make additions, deletions, or substitutions to this certified list without consent of the Disadvantage Business Enterprise Liaison Officer (DBELO) (through the submittal of the Change or Addition of Subcontractors/Suppliers on Federally Funded Contracts).

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

DATE: _____

XVII. State of Colorado Certification Regarding Illegal Aliens (RFQ Form #7)

The Respondent, whose name and signature appear below, certifies and agrees as follows:

1. The Respondent shall comply with the provisions of CRS 8-17.5-101 et seq.
2. The Respondent shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
3. The Respondent represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the E-verify Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The Respondent shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Respondent fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the Authority may be required to terminate the above referenced Contract for breach and the Respondent shall be liable for actual and consequential damages to the Authority.
5. The Respondent shall not use the E-verify Program procedures to undertake pre-employment screening of job applicants while these services are being performed.
6. If the Respondent obtains actual knowledge that a Subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Respondent shall be required to:
 - a. Notify the Subcontractor and the Authority within three days that the Respondent has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the Subcontract with the Subcontractor if within three days of receiving the notice the Subcontractor does not stop employing or contracting with the illegal alien; except that the Respondent shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

CERTIFIED and AGREED to this _____ day of _____, 20_____.

RESPONDENT: _____ (Full Legal Name)

BY: _____ (Signature of Authorized Representative)

XVIII. Sample Professional Services Agreement

XVIII. SAMPLE PROFESSIONAL SERVICES AGREEMENT

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY AGREEMENT FOR ON-CALL PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES

This AGREEMENT FOR ON-CALL PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES (the “Agreement”) is entered into between the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY (the “Authority”), a political subdivision of the State of Colorado, having an address of 2828 Walker Field Drive, Suite 301, Grand Junction, Colorado 81506, and _____ (“Consultant”) (individually a “Party”, collectively the “Parties”) as of _____, 202_ (the “Effective Date”).

1. Scope of Services

1.1. The Authority hereby retains the Consultant to provide professional architecture and engineering services on an as-needed basis related to capital projects at the Grand Junction Regional Airport (the “Airport”). Consultant is retained to provide the following services, as well as those consulting services described in the On-Call Professional Architecture and Engineering Services Request for Qualifications attached hereto as **Exhibit A**, and Consultant’s Statement of Qualifications, attached hereto as **Exhibit B**, and incorporated herein by this reference (collectively the “Services”):

- Analyze proposed site and evaluate existing facilities;
- Establish design objectives;
- Obtain local, state, and federal permits for the execution of projects;
- Preparation of Grant Applications;
- Preparation of topographical surveys as required for design;
- Conduct geotechnical engineering and testing;
- Preparation of detailed cost estimates for projects;
- Preparation of construction contract documents in compliance with the most current funding agency requirements. Make formal submittals at the 30%, 60%, 90%, and 100% design stages;
- Preparation of phasing and construction safety plans, sequence of construction activity, including meeting with Airport, Airlines, FAA, TSA, etc. to verify phasing prior to inclusion into the contract documents;
- Perform all necessary inspections and evaluations associated with projects;
- Collection of data needed to produce as-built layouts;
- Production of both digital and hard copy as-built drawings;
- Attend, as needed, meetings with the Airport, CDOT, FAA, and/or Airport tenants and stakeholders throughout the project development process.

1.2. The types of projects for which the Services shall be provided (the “Projects”) may include, but are not limited to, security and passenger screening checkpoint projects; terminal

expansion/remodel projects to accommodate security and airline needs; baggage conveyance device replacements, upgrades, and additions; passenger loading bridge procurements and replacements; service elevator modernization; Air Traffic Control Tower replacement; facilities maintenance and support building; addition to existing ARFF/SRE facility; common use rental car service facility; fire code/system upgrades; roof replacements; HVAC system upgrades/replacements; electrical upgrades; miscellaneous mechanical, electrical, and lighting work; utility installation and/or relocations; and other similar projects.

1.3. Consultant warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in connection with the Projects in compliance with the provisions of this Agreement and agrees to perform the Services on the terms and conditions set forth herein and to furnish deliverables free of negligent errors or omissions.

1.4. Services will be provided in accordance with mutually agreed upon task orders and amendments to this Agreement as provided in Section 2 of this Agreement. Consultant agrees to timely and professionally complete, furnish and pay all costs related to the Services, including any related taxes, and to furnish all labor, supplies and materials and everything else reasonably necessary to complete the same, unless specifically provided to the contrary elsewhere in this Agreement or an amendment hereto.

1.5. Nothing herein shall prohibit the Authority from (a) contracting with other consultants, including architecture, engineering or planning firms, for services on projects not included or listed above; (b) releasing another solicitation for the Services or similar services on the Projects or similar projects; (c) contracting with other consultants with respect to the Services upon the expiration or termination of this Agreement; or (d) determining that some or all of the above- described Services will not be undertaken. This Agreement shall not be construed to guarantee any work for Consultant, and Authority reserves the right to award any Airport consulting services to another firm without terminating this Agreement.

2. Compensation and Amendments

2.1. Services to be performed under this Agreement shall be authorized and performed via execution of mutually agreed upon amendments to this Agreement. These amendments may be labelled as “task orders” and shall be consecutively numbered to aid in reporting and accounting.

2.2. Compensation for Services shall be on a Fixed Lump-Sum basis, a Cost-Plus-a-Fixed-Fee basis (Not to Exceed (NTE)), or a reimbursable basis as mutually agreed upon by the Parties. The amendments issued under the Agreement shall specifically identify the Project and Services, the type of compensation, the circumstances under which compensation may exceed an agreed-upon amount, the schedule and deadlines for deliverables, the applicable rates, and the reimbursable expenses, but shall otherwise be subject to all terms and conditions of this Agreement.

2.3. The Authority assumes no liability to compensate the Consultant for work performed by the Consultant or its subcontractors that is not explicitly authorized by the Authority via an amendment.

2.4. For performance of the Services described in each Fixed Lump-Sum amendment, Authority shall pay the Fixed Lump-Sum set forth in such amendment in monthly increments over the period of performance of the Services, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the amendment.

2.5. For performance of the Services described in each Cost-Plus-a-Fixed-Fee NTE amendment, Authority shall pay Consultant the rates for the applicable individual performing the services times the number of hours employed on a specific Project. The rates are identified on **Exhibit C**, Established Hourly Rate Schedule, and hereby incorporated by reference. The rates set forth in **Exhibit C** are subject to annual revision by the Consultant, as approved by the Authority.

2.6. Expenses for Fixed Lump-Sum or Cost-Plus-a-Fixed-Fee NTE projects shall be reimbursed by Authority as identified in the amendment.

2.7. Consultant shall submit timely invoices to the Authority for Services authorized by an amendment hereto. The Authority shall pay Consultant for approved invoices once funds are available from the funding agency or, if federal financial assistance is not authorized, no later than sixty (60) days after receipt of the invoice. If the Authority disputes any portion of an invoice, it shall not be relieved of the responsibilities of paying the undisputed portion thereof.

3. Consultant Obligations

3.1. Consultant shall identify a Project Manager and any other key personnel in the first amendment hereto and shall substitute such Project Manager and key personnel only with the Authority's express approval in a subsequent amendment or by other writing signed by the Airport Executive Director.

3.2. The Consultant shall comply with the Airport rules and regulations and any and all other applicable requirements when performing Services at the Airport.

3.3. Consultant shall be responsible for employing adequate safety measures and taking all actions reasonably necessary to protect the life, health and safety of the Consultant and its employees, contractors, and subcontractors as well as the public, while working on the Airport. Nothing the Authority may do, or fail to do, with respect to safety shall relieve Consultant of this responsibility. Consultant is responsible for providing all required personal protective equipment for its employees. Consultant is responsible for ensuring Consultant and its employees, contractors, and subcontractors are properly trained in the areas of safety that pertain to the Projects and Services.

3.4. In performing the Services, personnel of Consultant may have access to certain

information called Sensitive Security Information (“SSI”), which is protected by federal statutes and regulations. Personnel of Consultant may also create and maintain records that contain SSI. Consultant and personnel assigned to work under this Agreement are subject to the duties and requirements imposed by 49 C.F.R. Part 1520, entitled "Protection of Sensitive Security Information." As such, personnel of Consultant may not publicly disclose SSI in any context, including during litigation or pursuant to a state open records act request, without the advance approval of the Transportation Security Administration (“TSA”), as provided in 49 C.F.R. Part 1520. Consultant shall take all appropriate measures to protect such information that may come into its possession as a result of this Agreement.

3.5. In addition to the clauses set forth herein, the Federal Contract Provisions of the annexed **Exhibit D** are incorporated by reference as if full set forth in the body of this Agreement. The terms "Contractor", “Offeror”, “Applicant” and “Successful Bidder” as used in **Exhibit D** shall refer to the Consultant. In the event of conflict between the terms and conditions of **Exhibit D** and the body of this Agreement, the term and conditions of **Exhibit D** shall control. In the event the FAA changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.

4. Authority Obligations

4.1. The Authority shall make available to the Consultant all technical data that is in the Authority’s possession including maps, surveys, property descriptions, borings, and other information required by the Consultant and relating to the Projects and Services authorized by amendments hereto. The Authority will use best efforts to ensure that such technical data is accurate and free of errors or omissions; however, the Consultant may have to field test, update, validate or use other means to confirm any such technical data if it intends to rely on it for purposes of providing the Services hereunder.

4.2. The Authority agrees to cooperate with the Consultant in the timely review and approval of all plans and specifications, or, should the Authority disapprove of any part of said plans and specifications, shall make a timely decision in order that no undue expense will be incurred by the Consultant because of delay. If the Consultant is caused to incur other expenses such as extra drafting, due to changes ordered by the Authority after completion and approval of the plans and specifications, the Consultant shall be paid for such extra expenses and services involved provided that the Consultant has provided reasonable notice to the Authority of the potential for increased costs.

4.3. The Authority shall pay publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items, and further shall pay for all permits and licenses that may be required by local, state, or federal authorities, provided however that Consultant shall be responsible for timely identification of the need for the same in connection with any Project.

4.4. The Authority shall arrange for access to and make all provisions for Consultant to enter upon Airport property as required for Consultant to perform the Services. The Authority may

issue security badges and/or keys to Consultant and subcontractor personnel requiring unescorted access to the Airport Secured Area, upon the completion of required background checks; provided that Consultant shall assume full responsibility for any such security badges and keys.

4.5. The Authority shall give prompt written notice to Consultant whenever Authority observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's Services, or any defect in the work of Consultant(s), provided that nothing herein shall impose upon the Authority a duty to observe, supervise or inquire into any such services or work.

5. Insurance

5.1. The Consultant shall procure and maintain at its expense during the effective period of this Agreement the following insurance from insurance companies authorized to do business in Colorado, covering all operations and Services under this Agreement performed by Consultant.

5.1.1. Worker's Compensation Insurance in amounts not less the \$1,000,000 per occurrence and in accordance with the provisions of the Colorado Workers' Compensation Act.

5.1.2. Commercial General Liability in amounts not less than \$2,000,000 combined single limit per occurrence and \$4,000,000 aggregate of bodily injury, personal injury, and property damage with endorsements to include broad form contractual, and broad form property damage.

5.1.3. Automobile Liability, Bodily Injury and Property Damage with a limit of \$1,000,000 per occurrence, combined single limit including owned, hired and non-owned autos.

5.1.4. Professional Liability Insurance in amounts not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.

5.2. Consultant shall furnish to the Authority a certificate, or certificates, of insurance showing compliance with this section. The certificate(s) shall provide that the insurance shall not be cancelled unless ten (10) days written notice shall have be given to the Authority.

5.3. Consultant agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Authority shall hold Consultant responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Authority reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Consultant if, in the Authority's opinion, such variations do not substantially affect the Authority's interests.

6. Standard of Care

6.1. Consultant warrants and agrees that the Services performed by it hereunder, will be

in accordance with that degree of care and skill ordinarily exercised by members of the consulting profession, in performing services of a similar nature for similar projects, existing as of the date that such services are performed.

6.2. Except as expressly provided in this Agreement, Consultant does not make, give or extend any warranties, representations or guarantees of any kind or nature, express or implied concerning the transaction which is the subject of this Agreement or any amendments hereto.

7. Construction Cost Opinion

An opinion of probable construction costs prepared by the Consultant represents Consultant's judgment as a design professional and is supplied for Authority's guidance. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of its opinion as compared to contractor bids or actual cost to the Authority.

8. Force Majeure

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of such party, provided that prompt written notice of such delay or suspension, and the reasons therefore, are given by the delayed party to the other party. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays, but the delayed party shall continue to perform to the extent its performance is not so delayed. In an event of force majeure, the delayed party shall be reimbursed for the cost of such delays, but shall make all reasonable attempts to mitigate and reduce such costs.

9. Term, Breach, and Termination

9.1. Term. This Agreement shall become effective upon the Effective Date and will remain in effect for a period of five (5) years, until __ __, 2027, or sooner terminated in accordance with this section.

9.2. Breach of Agreement by Consultant

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

9.2.2. Authority will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the Agreement. Authority reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Authority elects to

terminate the Agreement. The Authority's notice will identify a specific date by which the Consultant must correct the breach. Authority may proceed with termination of the Agreement if the Consultant fails to correct the breach by the deadline indicated in the Authority's notice.

9.2.3. In no event will inaction on the Authority's part constitute a waiver of its right to notify the Consultant of any violation or breach of this Agreement, pursue any available remedies, or terminate this Agreement.

9.3. Termination

9.3.1. The Authority may, by written notice to the Consultant, terminate this Agreement for its convenience or for an uncured breach by the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Authority, the Consultant must immediately discontinue all Services affected.

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

9.3.3. Authority agrees to pay the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice and deemed acceptable and usable by the Authority. Compensation will not include anticipated profit on non-performed Services.

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

9.4. Termination by Consultant for Cause

9.4.1. The Consultant may terminate this Agreement in whole or in part, if the Authority: (a) defaults on its obligations under this Agreement; (b) fails to make payment to the Consultant in accordance with the terms of this Agreement; or (c) suspends a Project for more than 180 days beyond a deadline agreed to by the Authority and Consultant due to reasons beyond the control of the Consultant.

9.4.2. The Consultant must provide the Authority seven (7) days advance written notice of its intent to terminate this 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.

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

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

10. Liability

Consultant hereby covenants and agrees to indemnify, save, and hold harmless the Authority, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Consultant, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

11. Governmental Immunity Act

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

12. Severability

The provisions of the Agreement are severable and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect, provided however, that the intention and essence of this Agreement may still be accomplished and satisfied. In the event that any provision of the Agreement is held to be unenforceable or invalid by any court or competent jurisdiction, Consultant and Authority shall negotiate an equitable adjustment in the provisions of this Agreement to preserve the purpose of the Agreement and maintain the allocation or risk, liabilities and obligations originally agreed upon.

13. Governing Law

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Colorado. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in Mesa County, Colorado. Prior to, and as a condition of seeking judicial relief, the Consultant shall submit a written petition to the Airport Executive Director identifying the specific dispute and the Consultant's position, and the Airport Executive Director shall thereafter make a timely finding and proposed resolution of the dispute.

14. Entire Agreement

This Agreement, and any amendments subsequently entered into pursuant to Section 2
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above, constitutes the entire Agreement between the parties and the terms and conditions hereof were negotiated between the parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives. Consultant shall not assign, or this Agreement, its obligations, or interest therein, without the written consent of the Authority. Any transfer in violation of this Article shall be void. The Authority may assign this Agreement to any successor public or private entity with delegated authority over the governance, management and operation of the Airport.

15. Delivery of Documents and Data and Use by the Parties

15.1. Limit Use to Hard Copies. As a component of the Services provided under this Agreement, Consultant shall deliver electronic copies of all documents and data (the “Electronic Files”) in addition to printed copies (the “Hard Copies”) for the convenience of the Authority. Authority and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by Consultant to Authority. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls.

15.2. Acceptance Procedure. Authority acknowledges that Electronic Files can be altered or modified without Consultant’s authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. Authority agrees that it will institute procedures to preserve the integrity of the Electronic Files received from the Consultant until acceptance. Authority further agrees that it will review the Electronic Files immediately upon the receipt and conduct acceptance test within thirty (30) days, after which period Authority shall be deemed to have accepted the Electronic Files as received. Consultant will undertake commercially reasonable efforts to correct any errors in the Electronic Files within the 30-day acceptance by Authority.

15.3. Ownership of Data and Documents. The original drawings, plans, specifications, inspection reports and other deliverables, whether in written or electronic format, shall become the property of the Authority as soon as payment for the same has been completed, including payment made pursuant to this Agreement. The Authority may use such documents and data in any manner without limitation or liability to the Consultant.

15.4. Reuse by Consultant. The Consultant may retain copies of documents and data and may use the same on behalf of the Authority in connection with the Projects, this Agreement or any future agreement between the Parties in connection with the Airport. In no event shall the Consultant use documents or data generated hereunder for any use unrelated to this Agreement, the Authority or the Airport, including without limitation for purposes of marketing Consultant’s services to other prospective clients, without the Authority’s express written permission.

16. Covenant Against Contingent Fees

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement.

17. Notices

Any notice given pursuant to this Agreement other than which is specifically permitted to be given in some other fashion shall be in writing and shall be delivered by hand, by overnight courier providing evidence of delivery, or by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Authority: Grand Junction Regional Airport Authority
 2828 Walker Field Dr, Suite 301
 Grand Junction, Colorado 81506

If to Consultant:

Notice shall be deemed given when delivered, if hand-delivered by courier or nationally recognized overnight express service such as Federal Express, or two days after the date indicated on the postmark if sent by U.S. Mail, certified mail, return receipt requested. Either party may change its address to which notices shall be delivered or mailed by giving notice of such change as provided above.

18. Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon Authority, Consultant and their respective successors and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

19. No Partnership

This Agreement shall not be deemed or construed to create any relationship of joint venture or partnership between the parties.

20. Independent Contractor

The parties agree that the Consultant shall be an independent contractor and shall not be an employee, agent, or servant of the Authority. Consultant is not entitled to workers' compensation

benefits from the Authority and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

21. Descriptive Headings

The descriptive headings of the sections of this Agreement are inserted for convenience of reference only, do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

22. Limitation of Benefit

This Agreement does not create in or bestow upon any person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided herein. This Agreement does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party.

23. Authority

Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter and execute this Agreement and to bind the Party it represents to the terms and conditions hereof.

24. Subordination

This Agreement shall be subordinate to the provisions of any existing or future agreements between the Authority and the United States, relative to the development or improvement of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. This Agreement further shall be subordinate to the terms and conditions of the Authority Bond Resolution and, in the event of a conflict between this Agreement and the Bond Resolution, the Bond Resolution shall control.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ___th day of _____ 202_.

AUTHORITY:

By: _____
Angela Padalecki, Executive Director

CONSULTANT:

By: _____
President

EXHIBIT A
PROGRAM MANAGER REQUEST FOR QUALIFICATIONS

EXHIBIT B
CONSULTANT'S STATEMENT OF QUALIFICATIONS

TO BE ADDED BY CONSULTANT

EXHIBIT C
CONSULTANT COMPENSATION

TO BE ADDED BY CONSULTANT

EXHIBIT D
REQUIRED FEDERAL CONTRACT PROVISIONS

ARTICLE 1
ACCESS TO RECORDS AND REPORTS

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

ARTICLE 2
CIVIL RIGHTS GENERAL

In its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

ARTICLE 3
CIVIL RIGHTS TITLE VI ASSURANCES

Compliance with Nondiscrimination Requirements

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

- **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or

national origin.

- Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - Cancelling, terminating, or suspending a contract, in whole or in part.
- Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ARTICLE 4

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq) (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) 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 (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. 74087 (2005)];
 - 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).

ARTICLE 5 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.

ARTICLE 6 DEBARMENT AND SUSPENSION

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

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm 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:

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

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

participant.

ARTICLE 7 DISADVANTAGED BUSINESS ENTERPRISE

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:

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

Prompt Payment (49 CFR §26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Board. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Board. This clause applies to both DBE and non-DBE subcontractors.

ARTICLE 8 DISTRACTED DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

ARTICLE 9

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

**ARTICLE 10
FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this contract incorporate by reference the provisions of 29 U.S.C. Section 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.

**ARTICLE 11
TRADE RESTRICTION CERTIFICATION**

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

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

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this

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

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

ARTICLE 12 CERTIFICATION REGARDING LOBBYING

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

- 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.
- 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.
- 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.

ARTICLE 13 OCCUPATION SAFETY AND HEALTH ACT

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 (29 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.

ARTICLE 14 TAX DELINQUENCY AND FELONY CONVICTION

15.1 The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

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

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

Term Definitions

- **Felony conviction:** Felony conviction means a conviction within the preceding twenty- four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.
- **Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

ARTICLE 15 VETERAN’S PREFERENCE

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

ARTICLE 16
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT

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