

# JAA SOLICITATION



Our Goal is To Be An Airport System Financially Sound and Self Supporting, Operated in a Safe, Secure, Efficient and Environmentally Responsible Manner.



## **REQUEST FOR QUALIFICATIONS (RFQ) No.: 19-13-42001**

***ENGINEERING CONSULTANT SERVICES FOR  
THE JIA PARKING LOT MODIFICATIONS***

**JACKSONVILLE, FL**

**Assigned Buyer: Samantha Smid  
Procurement Director: Devin Reed**

**JAA : Department of Procurement : 14201 Pecan Park Road, Jax. FL 32218 : 904.741.3209  
Email: [samantha.smid@flyjacksonville.com](mailto:samantha.smid@flyjacksonville.com)**

## REQUEST FOR QUALIFICATIONS

RFQ No. 19-13-42001

For

### ENGINEERING CONSULTANT SERVICES FOR THE JIA PARKING LOT MODIFICATIONS

#### JACKSONVILLE AVIATION AUTHORITY

Statements of Qualifications will be received by the Jacksonville Aviation Authority (JAA or the Authority) until **February 19<sup>th</sup>, 2019 at 2:00 PM** (local time) to provide Engineering Consultant Services for the JIA Parking Lot Modifications. These services shall be rendered in full compliance with the administrative and technical requirements of the Federal Aviation Administration, the Consultant's Competitive Negotiation Act (CCNA) and the Florida Department of Transportation. It is JAA's intent to award a contract based on its evaluation of each firm's qualifications in relation to JAA's specific needs for the project contemplated herein.

A single contract will be awarded following the selection of the best qualified Respondent and subsequent negotiations.

A pre-submission conference will be held **January 22<sup>nd</sup>, 2019, at 2:00 PM** (local time) at JAA Administration Building, 2<sup>nd</sup> Floor Training Room, 14201 Pecan Park Road, Jacksonville, FL 32218, after which time all questions must be submitted in writing and addressed to the JAA Procurement Department, Attn: Samantha Smid, and may be transmitted via e-mail to [samantha.smid@flyjacksonville.com](mailto:samantha.smid@flyjacksonville.com) on or before **February 1<sup>st</sup>, 2019 at 5:00 PM** (local time).

JAA has established a Disadvantaged Business Enterprise or DBE program goal of 15%, which shall be considered as one of several specified selection criteria.

A Statement of Qualifications shall be submitted in strict accordance with the requirements detailed in this solicitation, RFQ No. 19-13-42001, which may be obtained after 8:30 AM (local time) on January 14<sup>th</sup>, 2019 by visiting [www.flyjacksonville.com](http://www.flyjacksonville.com) (click on "Bid Opportunities").

JAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and related regulations, hereby notifies all those who may potentially respond to this solicitation that any contract resulting from this advertisement will be awarded fairly. Disadvantaged business enterprises will be afforded a full and fair opportunity to submit a response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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### NOTE

***For the purpose of RFQ No. 19-13-42001 the terms “Proposer” and “Respondent” are used interchangeably.***

## **GENERAL INFORMATION**

Statements of Qualifications will be received by the Jacksonville Aviation Authority (JAA), Attn: Samantha Smid, 14201 Pecan Park Road, Jacksonville, Florida 32218 until 2:00 PM (local time) on **February 19<sup>th</sup>, 2019** to provide Engineering Consultant Services for the JIA Parking Lot Modifications. These services shall be rendered in full compliance with the administrative and technical requirements of the Federal Aviation Administration, the Consultant's Competitive Negotiation Act (CCNA) and the Florida Department of Transportation. In deciding whether or not to respond to this solicitation, please consider § 3.06 (C) of JAA's Procurement Code.

A Pre-Qualifications conference will be held **January 22<sup>nd</sup>, 2019**, at 2:00 PM (local time) at JAA Administration Building, 2<sup>nd</sup> Floor Training Room, 14201 Pecan Park Road, Jacksonville, FL 32218, after which time all questions must be submitted in writing and addressed to the JAA Procurement Department, Attn: Samantha Smid, and may be transmitted via e-mail to [samantha.smid@flyjacksonville.com](mailto:samantha.smid@flyjacksonville.com) on or before **February 1<sup>st</sup>, 2019** at 5:00 PM (local time).

Key project participants include the following:

1. PROJECT OWNER: Mark VanLoh, Executive Director/CEO
2. OWNER'S DIRECTOR OF PLANNING & DEVELOPMENT: Robert N. Molle, Director of Planning & Development
3. OWNER'S A/E CONSULTANT SERVICES CONTRACT MANAGER: Derek Powder, P.E., Senior Manager, Engineering & Construction
4. DBE UTILIZATION AND COMPLIANCE: Lisa King, Vendor Outreach & Compliance Specialist

**JAA has established a Disadvantaged Business Enterprise or DBE program goal of 15%, which shall be considered as one of several specified selection criteria.**

Prior to a contract award, the successful Respondent(s) shall provide proof of insurance acceptable to JAA for General Liability, Automobile Liability, Worker's Compensation and Employer's Liability and Architects/Engineers Professional Liability for the scope of services contemplated by this solicitation.

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## **INSTRUCTIONS TO PROPOSERS**

### **PUBLIC ENTITY CRIME**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

### **PUBLIC MEETING REQUIREMENTS**

JAA is required to comply with Section 286.011 of the Florida Statutes. Therefore, certain types of evaluation meetings and meetings of the JAA Awards Committee or the JAA Board are required to be held in public, with sufficient notice made of the date and time of the meeting. All notices of public meetings are posted at the JAA Administration Building, 14201 Pecan Park Road, 1<sup>st</sup> Floor, Jacksonville, FL 32218.

### **RECEIPT AND OPENING OF STATEMENTS OF QUALIFICATIONS**

JAA will receive Statements of Qualifications for this solicitation until February 19, 2019 at 2:00 PM (local time) for the purpose of selecting a company to provide Engineering Consultant Services for the JIA Parking Lot Modifications.

### **PUBLIC RECORDS REQUIREMENTS**

JAA is required to comply with Section 119.07 of the Florida Statutes. Depending on the type of project for which Statements of Qualifications are requested, the items read at the opening will vary. Sealed Statements of Qualifications are not public records subject to mandatory disclosure under the Florida Public Records Law until such time as JAA provides notice of a decision or intended decision to award the contract or 30 days after opening, whichever is earlier. All parts of Statements of Qualifications, including exhibits, are subject to the Public Records Law, and a Respondent may not exclude any portion of the Proposal unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for pre-qualification of Respondents on public works projects.

**IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS, CONTACT JAA'S CUSTODIAN OF PUBLIC RECORDS:**

**Michael Stewart, Director of External Affairs  
14201 Pecan Park Road  
Jacksonville, Florida 32218  
904.741.2721**

### **REQUESTS FOR RESULTS OR AWARD OF CONTRACT**

Notwithstanding the above statement and/or requirement regarding public records, requests for or access to public records within JAA's possession may be made or obtained by contacting JAA at (904) 741-3631. If copies are requested, an appropriate charge will be assessed, upon the receipt of which all copies will be

made available within a reasonable time consistent with the requirements of Florida Statutes. All those submitting responses to this solicitation will be provided notice of decisions regarding its award.

### **CONTACT WITH JAA STAFF**

From the time of receipt, or publication of this Request for Statement of Qualifications (RFQ), all parties who intend to submit, or be a team member of a proposal to qualify under this RFQ, agrees to direct all contact with the JAA through the JAA Procurement Buyer assigned to this solicitation. If the question or comment deals with subject matter that is outside of the responsibility of the JAA Procurement Buyer, the question or comment will be directed to the appropriate person or authority. Proposers for the work covered by this RFQ will neither contact any JAA Staff, Evaluation Committee, JAA Board of Directors, nor the JAA CEO for the purpose of discussing the merits of any specific Proposer.

This is considered an active solicitation for JAA. If it is determined that any Proposer has spoken with JAA Staff, Evaluation Committee, JAA Board of Directors, or the JAA CEO in reference to this active solicitation, it may result in the rejection/disqualification of the Proposer's submittal.

### **ADDENDUM – CHANGES WHILE BIDDING**

No interpretation of the meaning of any part of the RFQ or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. All requests for written interpretations or corrections **MUST** be submitted in writing and addressed to JAA Procurement Department, Attn: Samantha Smid at [samantha.smid@flyjacksonville.com](mailto:samantha.smid@flyjacksonville.com) by **February 1<sup>st</sup>, 2019, 5:00 PM** (local time).

All such interpretations and supplemental instructions will be in the form of a written Addenda to the RFQ documents, which, if issued, will be posted on the JAA website, [www.flyjacksonville.com](http://www.flyjacksonville.com). However, it is the responsibility of each Respondent, prior to submitting its Qualifications, to contact JAA Procurement Department at (904) 741-3209 to determine if any Addenda were issued and to make such Addenda a part of its Submittal. In case any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Submittal Form, its Submittal will nevertheless be construed as though the Addenda has been received and acknowledged. Only the interpretations or corrections so given by JAA Procurement Department in writing will be binding, and prospective Respondents are advised that no other source is authorized to give information concerning, or to explain or interpret the RFQ Documents.

### **PREPARATION OF STATEMENT OF QUALIFICATIONS**

It is expected that all statements submitted shall be prepared in an 8-1/2" x 11" format and make minimum use of "off the shelf" pre-printed sheets that are not directly pertinent to the project. All submittals will be limited to 7 one-sided pages with no exceptions (cover letters, tabs, financial statements, etc. will not count toward the 7-page limit). The submittal must identify this RFQ on the cover by title and number.

If the Statement of Qualifications is made by an individual, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Statement of Qualifications as principal. If the Statement of Qualifications is made by a firm, partnership or joint venture, the name and address of each member of the firm, partnership or joint venture must be stated. If the Statement of Qualifications is made by a corporation, the Statement of Qualifications must be signed by an authorized officer or agent subscribing the name of the corporation with his or her own name. **FAILURE TO SIGN YOUR STATEMENT OF QUALIFICATIONS WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN THE REJECTION OF THE STATEMENT OF QUALIFICATIONS.** Such officer or agent must also state the name of the State under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of the State of the State of Florida for doing business in the State of Florida.

### **DELIVERY OF SUBMITTALS**

One (1) original copy (clearly marked "ORIGINAL"), five (5) copies (each clearly marked "COPY") and One

(1) USB Flash Drive or Compact Disk ("CD") of the Statement of Qualifications must be submitted in a sealed package. The package should be labeled to read: "RFQ 19-13-42001, Engineering Consultant Services for JIA Parking Lot Modifications, February 19<sup>th</sup>, 2019, 2:00 PM (local time)," and must be addressed and delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218.

Each Proposal package submitted must clearly show the Proposers company name on the outside. Facsimile Proposals will not be accepted. Any Proposals received after the above stated date and time will NOT be accepted. Each Proposer is fully responsible for ensuring that its Proposal is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by US Mail, public carrier or otherwise. Subject to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any proposers, late proposals, as solely determined by JAA's official bid clock, will not be opened or considered.

This RFQ does not commit JAA to pay costs or expenses of any kind incurred by the various Proposers during proposal preparation, submittal or presentations, if any.

### **REJECTIONS OF IRREGULAR STATEMENTS OF QUALIFICATIONS**

JAA reserves the right to accept or reject any or all Statements of Qualifications in whole or in part. Subject to the exercise of JAA's discretion to waive minor irregularities, Statements of Qualifications will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. JAA reserves the right to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent.

### **CONFLICT OF INTEREST CERTIFICATE**

All Respondents must execute and submit the Conflict of Interest Certificate (**Appendix 2**) with its Statement of Qualifications.

### **PROTEST PROCEDURES**

Any Respondent adversely affected during this RFQ solicitation process may file a Notice of Protest, including all particulars of facts and law on which the protest is based. This notice must be in writing and addressed to the JAA, Attn: Procurement Director, 14201 Pecan Park Road, 2<sup>nd</sup> Floor, Jacksonville, FL 32218. A proper notice of protest may be timely filed in writing pursuant to JAA's Protest Procedures, access to which may be obtained by contacting the Procurement Buyer assigned to this solicitation or by visiting JAA's website at <http://www.flyjacksonville.com/PDFs/award-protest.pdf>.

### **NON-DISCRIMINATION PROVISIONS**

The Respondent generally agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. The Equal Employment Opportunity Clause in Section 202, paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference. The Respondent specifically agrees to comply with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discriminations on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.



## **SUB-CONSULTANTS**

If Subcontractors are to be used, the Respondent will, as soon as practicable after signing the Contract, notify JAA in writing the names, address and contact information of Subcontractors proposed for the work. Subcontractors will not be employed unless and until they are approved by JAA. The Respondent is as fully responsible to JAA for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. It is the responsibility of the Respondent to ensure that Subcontractors comply with all terms and conditions of this Contract. Nothing contained in the Contract documents creates any contractual relationship between the Subcontractors and JAA. JAA requires that all Subcontractors enter into a formal Contract with the prime Respondent that clearly lists all of the agreed upon conditions. The Respondent shall furnish proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

## **PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS**

Generally, when the Respondent receives payment from JAA for labor, services or materials furnished by Subcontractors and suppliers hired by JAA, the Respondent shall remit payment due (less proper retainage) to those Subcontractors and suppliers within 20 calendar days after Respondent's receipt of payment from JAA. Nothing herein shall prohibit Respondent from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, the Respondent may withhold the disputed portion of any such payment only after Respondent has provided notice to JAA and to the Subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, (iv) be delivered to JAA and to the said Subcontractor or supplier within 10 calendar days after the Respondent's receipt of payment from JAA. The Respondent shall pay all undisputed amounts due within the time frames specified in this section.

## **RESPONSIBILITY FOR BADGING AND SECURITY**

A JAA security badge is not currently required. JAA does not guarantee that the successful Respondent and its staff assigned to manage the JAA account will not be required to obtain a security badge throughout the duration of the contract term.

If required, all employees/subcontractors/independent operators of the Respondent assigned to manage the JAA's account, must obtain a JAA Security Badge, at the sole expense of the Respondent. The Respondent will have the sole responsibility of complying with FAA guidelines, including but not limited to, requiring a 10 year employment history and background check, issuance and wearing of security badges. Any fines incurred by JAA for violations of any FAA regulations by Respondent employees will be charged to the Respondent, and if not promptly paid by the Respondent may result in termination of the Contract. A copy of the current JAA Security Application and Certification Official Signature," which contains details on the issuance, replacement, wearing of security badges, as well as listing the disqualifying crimes for which an employee of the Respondent may not be issued a security badge is attached for reference, **Appendix 6**. Any employee of the Respondent found by JAA to have been issued a security badge in violation of FAA guidelines will be required to immediately surrender their badge and be removed from JAA property.

In addition to all JAA security rules and regulations, which will be provided to the Respondent at the post award conference, the Respondent will inform their employees, and ensure their compliance with the following:

- (1) No illegal guns, knives or other weapons are allowed on JAA premises.
- (2) No drugs or other prohibited substances, including alcohol, are allowed on JAA premises.



- (3) All building regulations concerning smoking.

The Respondent agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on JAA property at the sole discretion of JAA. This is for the protection of users of the Airport.

### **COMPENSATION**

Compensation will be paid in accordance with post selection negotiations. Invoices will be processed in accordance with normal JAA procedures, which is 30 days net after receipt of an approved invoice. JAA, at its sole discretion, may authorize advance payments, deposit or partial payments.

### **ACH PAYMENT PARTICIPATION ACKNOWLEDGEMENT**

JAA is endeavoring to process its accounts payable transactions even more efficiently through the Automated Clearing House (ACH) payment method. In order to increase the speed in which payments are made, the JAA / ACH "Quick Pay" Electronic Funds Transfer Initiative has been established. Submitting a quote in response to this solicitation shall represent an acknowledgement that, as a condition precedent to Respondent receiving an award in this matter and receiving payments thereunder, Respondent will complete and return JAA's ACH Authorization Form, a draft copy of which is attached hereto as **Appendix 5**. JAA will make every effort to secure the information obtained through this initiative in accordance with Florida Law, under which banking information and account numbers are currently considered confidential and exempt from public record.

### **PLEASE BE ADVISED THAT JAA'S ACH AUTHORIZATION FORM SHOULD NOT BE COMPLETED AND SUBMITTED AS PART OF RESPONDENT'S BID OR PROPOSAL DOCUMENTS.**

The completion and return of JAA's ACH Authorization Form is only required if Respondent is notified of a potential award, at which time an actual copy of the form will be provided. If it has previously completed and returned this form and there has been no changes to the information contained therein, Respondent shall provide JAA written notice and documentation of the same.

### **FEDERAL REQUIREMENTS**

The projects which are contracted for may be funded under the provisions of the Airport and Airway Safety Capacity Act of 1987. Certain mandatory federal requirements apply to this solicitation and will be made a part of any contract awarded:

- 1) Buy American Preference
- 2) Foreign Trade Restriction
- 3) Davis Bacon
- 4) Affirmative Action
- 5) Government-wide Debarment and Suspension
- 6) Government-wide Requirements for Drug-free Workplace

### **Civil Rights General.**

The contractor/consultant 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/consultant and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil

Rights Act of 1964.

**Title VI Solicitation Notice:**

The **JACKSONVILLE AVIATION AUTHORITY**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders/respondents 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.

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## **SCOPE OF WORK**

Recently, JAA completed a comprehensive review of the airport's existing parking system. As part of the study, recommendations were made to reallocate some of the existing lots and provide customer-based uses within the core of the airport. The reallocation will require modifications to several of the existing parking lots which will make up the overall JIA Parking Lot Modifications program.

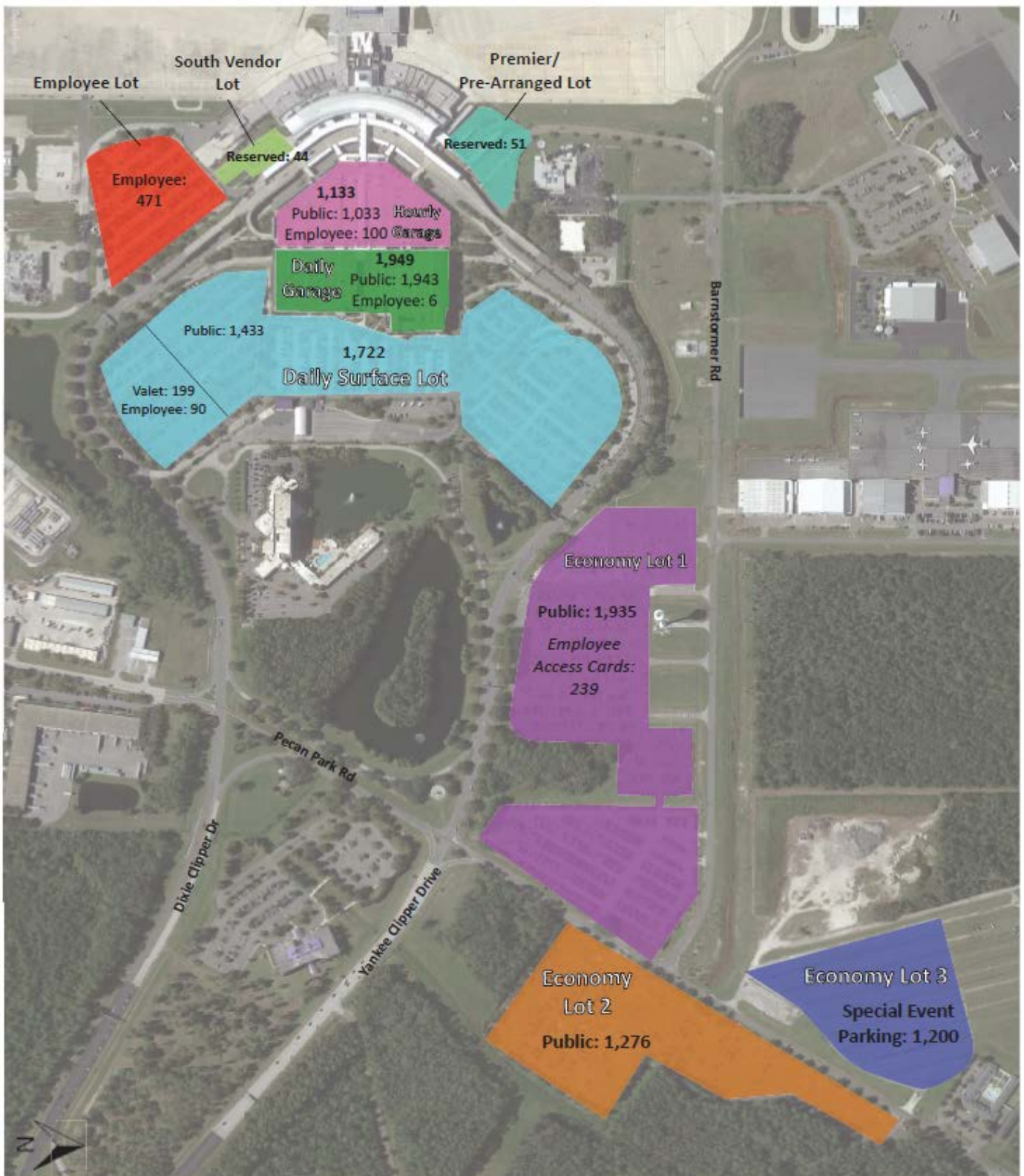
The scope of this work will include design and construction for the JIA Parking Lot Modifications. The major work areas have been outlined below.

1. New Employee Parking - a new surface parking lot in the area of the existing Economy 3 lot. The existing lot is located along Pecan Park Road north. Currently, the lot is utilized for overflow Holiday parking. The lot will be designed to accommodate a new employee parking lot with approximately 1,300 spaces. The modifications shall include at a minimum the paving, striping, drainage, lighting, landscape, bus shelters and emergency call boxes. This lot will require a new dedicated shuttle route for employees. Alternative locations may be reviewed and considered as part of the preliminary design phase.
2. Vendor Lot & Employee Lot – These lots are located at the south end of the terminal. Modification to the existing lots shall be included to allow for customer access via the closed entry along the arrivals level curb. Based on the recommendations from the study, JAA anticipates utilizing the current vendor lot as a new valet pick up/drop off location. The existing employee lot will be reallocated into valet storage and customer parking. The current vendor parking will need to be relocation. The relocation will need to be reviewed in more detail as part of this scope to meet the operational needs of the airport
3. As a result of the reallocation of these parking areas, additional areas may be affected in support of the major scope items listed above. As such, this scope of work shall include those areas and will be further defined at a later date.

For reference, included are the following maps from the Walker Consultants, *Jacksonville International Airport Parking Study Phase II*, dated December 14, 2018:

1. Current Parking Supply and Allocation
2. Recommended Parking Supply and Allocation

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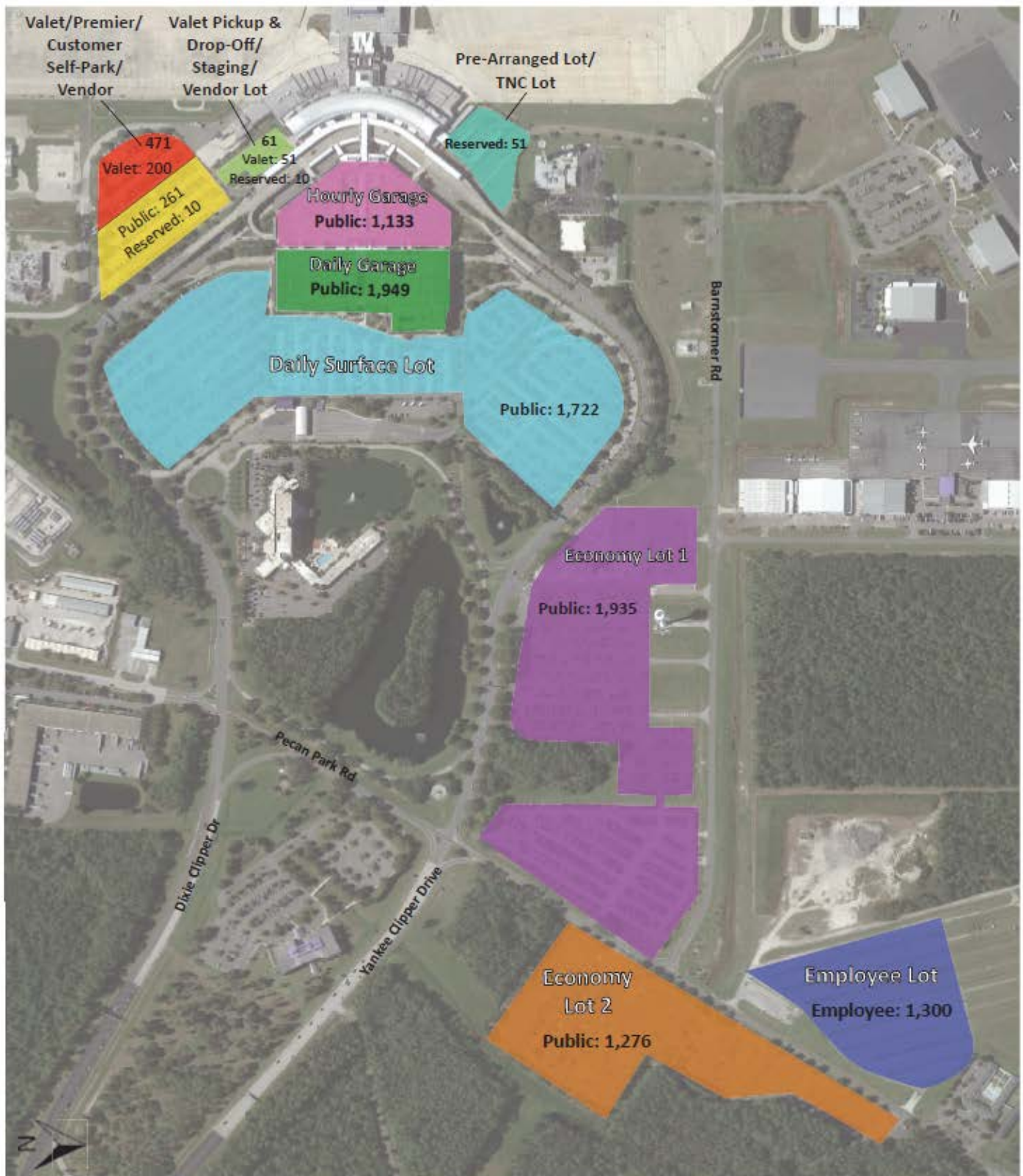
December 14, 2018

## Current Parking Supply and Allocation

Jacksonville International Airport Parking Study Phase II







December 14, 2018

## Recommended Parking Supply and Allocation

Jacksonville International Airport Parking Study Phase II



The selected firm will provide all design services for the JIA Parking Lot Modifications. All design and engineering work shall comply with applicable state and local codes and ordinances and applicable Federal Aviation Administration, Florida Department of Transportation and Authority design criteria, rules and regulations. The basic services will include, but not necessarily be limited to:

1. Preliminary Phase

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Activities within this phase include:

- A. Conferring with stakeholders on project requirements, budget preparation, finances, schedules and other pertinent matters.
- B. Planning, procuring, and/or preparing necessary surveys, permits, geotechnical engineering investigations, pavement investigations, and any other engineering studies required for preliminary design.
- C. Developing preliminary layouts, cost estimates and project recommendations.

2. Design Phase

This phase includes all activities required to undertake and accomplish a full and complete project design including:

- A. Coordinating and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
- B. Preparing necessary engineering reports and recommendations.
- C. Preparing detailed plans, specifications and cost estimates.
- D. Printing and distributing necessary copies of contract drawings and specifications.
- E. Environmental and construction permitting.

3. Bidding or Negotiation Phase

These activities involve assisting the Authority in advertising, securing and recording bids, negotiating for services, analyzing bid results and furnishing recommendations on the award of contracts.

4. Construction Phase

This phase includes all basic services rendered after award of a construction contract including, but not limited to, the following activities:

- A. Providing consultation and advice to the Owner during all phases of construction.
- B. Participating in pre-construction conferences.
- C. Inspecting and testing work in progress periodically and providing appropriate reports to the Owner.

- D. Reviewing and approving shop drawings, product submittals, Requests for Information (RFIs), etc. submitted by the Contractor for compliance with the contract documents.
- E. Reviewing, analyzing, and approving laboratory and mill test reports of material and equipment.
- F. Reviewing change orders and supplemental agreements.
- G. Observing or reviewing performance tests required by the specifications.
- H. Reviewing Contractor's invoices and assisting the Owner in the preparation of payment requests for amounts reimbursable from project grants.
- I. Making final inspection and preparing all project closeout documents for the Owner.
- J. Preparation of as-built / as-constructed drawings using CADD and providing CADD drawings and electronic files.
- K. Providing all testing and evaluation services which may be required.
- L. Provide construction administration, management and inspection services if requested.

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## **FORMAT FOR STATEMENT OF QUALIFICATIONS**

It is expected that all statements submitted shall be prepared in an 8-1/2" x 11" format and make minimum use of "off the shelf" pre-printed sheets that are not directly pertinent to the project. All submittals will be limited to 7 one-sided pages with no exceptions (cover letters, tabs, etc. will not count toward the 7-page limit). The submittal must identify this RFQ on the cover by title and number.

### **SECTION 1: General Corporate Overview and Capabilities**

The Firm expressing a desire to provide the requested services shall present an overview of its structure. This information should include a description of the overall corporate organization and the relation of the office proposing the work to the overall organization. This information should also identify the Firm's specific qualifications to provide the Scope of Services in terms of general corporate experience, general workload of the firm and experience in projects of similar size and scope.

### **SECTION 2: Project Organization and Staffing**

This section should contain a resume of the professional qualifications of key individuals (including sub consultants) of the proposed project team whose contribution is considered by the Proposer as essential to the successful completion of the assignment. Proposers are encouraged to provide resumes of those individuals with the Firm who have specific experience in delivering the Scope of Services for projects of similar size and scope. Proposers are cautioned to include only those individuals that would make a significant contribution to the project if the firm is selected. This section should also contain the current backlog of work and projected workload of the key individuals listed in this section.

### **SECTION 3: Approach to the Project**

Proposers shall describe in detail their approach to the design, permitting and construction phase services for the project, drawing on previous experience with similar projects. This section shall detail the Proposer's administrative procedures that will be used to assure accuracy, timeliness and cost effectiveness of all work produced by the Proposer.

### **SECTION 4: References**

List projects accomplished within the last five (5) years generally comparable in size and scope to the proposed project.

This listing should include the project owner, project name and general description, name of the Consultant's Project Manager, description of services provided, and name and telephone number of a contact that would allow verification of satisfactory performance. References that validate the skills of the proposed Project Manager are particularly important.

References are considered very important. As such, JAA will contact and evaluate the responses it receives from each reference provided in response to this solicitation. To the extent the required reference questionnaires are not received, contact with proposed references cannot be made, or the proposed references indicate a lack of knowledge or awareness of proposer, the same will be negatively reflected in JAA's evaluation and award of points for this factor. Therefore, prior to proposing references, proposers are encouraged to contact those individuals or entities being proposed as references in order to ensure that: (i) their contact information is current and correct; (ii) they are knowledgeable and aware of the issues for which they are being proposed as references; and (iii) they are ready, willing, able and permitted to provide the reference information being sought.

Proposers shall submit three (3) references. All references shall be submitted on the Reference Questionnaire, **Appendix 3**.

**NOTE: THE PERSON COMPLETING THE REFERENCE QUESTIONNAIRE MUST PLACE THE QUESTIONNAIRE IN A SEALED ENVELOPE AND THEIR SIGNATURE MUST BE ACROSS THE**

**ENVELOPE SEAL, WHICH SIGNATURE MUST MATCH THE SIGNATURE OF THE PERSON WHO COMPLETED THE QUESTIONNAIRE.**

**SECTION 5: Disadvantaged Business Enterprise Opportunity Goals**

This section is intended to allow the Proposer an opportunity to discuss his or her efforts to include Disadvantaged Business Enterprises (DBE) in the project.

Proposer should highlight company efforts to encourage DBE and local small business utilization including such items as mentoring or outreach programs and/or similar programs in which the Proposer engages DBEs and small business participation.

A Disadvantaged Business Enterprise shall be defined as a business firm satisfying the requirements of 49 CFR Part 26, as amended. It is the official policy of JAA to recognize the authority and applicability of the United States Department of Transportation's Rules and Regulations governing Disadvantaged Business Enterprise participation. Firms desiring to participate as a Disadvantaged Business Enterprise (DBE) on JAA projects or contracts must be duly certified by a member of the Florida Unified Certification Program (FUCP) and be listed in the UCP DBE Directory of firms, access to which may be obtained by visiting:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Any DBE firm not duly certified by a FUCP certifying member by proposal closing date may not be used to meet the disadvantaged business participation requirements of the JAA.

All proposers participating in this project are hereby notified that the failure to fully comply with their proposed DBE participation percentages will constitute a breach of the contract resulting here from and may result in the termination of the contract or such other remedy as deemed appropriate by JAA.

**The DBE participation goal for this project is fifteen (15%) percent.** Submission of a proposal shall constitute full acceptance of all DBE goals and conditions outlined in this Request. A copy of the DBE Policy, Goals, Conditions and Instructions is attached, **Appendix 4**.

JAA intends to award the contract for this solicitation to the most responsible proposer submitting a proposal that is most advantageous and in the best interests of the JAA, provided the proposer has satisfactorily demonstrated its ability to meet the DBE participation goals or has provided written documentation at the time proposals are due to demonstrate good faith efforts sufficient to overcome a rebuttable presumption of the adequacy of the assigned goal by virtue of other proposers having achieved the goal. JAA reserves the right to reject any or all proposals submitted in response to this RFQ.

The minimum Disadvantaged Business Enterprise (DBE) participation goal established for this contract is 15%. For questions regarding this program, contact Evelyn Burton at (904) 741-3667 or email, [evelyn.burton@flyjacksonville.com](mailto:evelyn.burton@flyjacksonville.com).

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## **EVALUATION OF SUBMITTALS**

Upon receipt of submittals, JAA Staff will conduct a review to assure that each submittal is generally responsive to the published criteria. Submittals deemed non-responsive will be returned to the proposer with a brief explanation of the reason for the rejection.

Following this preliminary review, an Evaluation Committee will be convened to evaluate and rank each submittal based on the information requested in Sections 1 through 5 of the FORMAT FOR STATEMENT OF QUALIFICATIONS. The points available for each Section are as follows:

Section 1:	General Corporate Overview/Capabilities	20 points maximum
Section 2:	Project Organization and Staffing	25 points maximum
Section 3:	Approach to the Project	25 points maximum
Section 4:	References	20 points maximum
Section 5:	Disadvantaged Business Enterprise Opportunity	10 points maximum
<b>Total:</b>		<b>100 points</b>

In the event of a tie between two or more firms, all contracts over the last five (5) years awarded to the Respondent by JAA will be evaluated, including project name, award date, completion date and final professional services contract value. The firm(s) with the lower contract value awarded by JAA will be selected.

After evaluation of the written Statements of Qualifications, selected Firms may be more closely considered through a presentation of their approach to perform the required services.

The JAA reserves the right to reject any and all submissions to the RFQ, request clarification, and waive informalities/technicalities, if deemed in its the best interest. The JAA assumes no responsibility for costs incurred in responding to the RFQ.

### **PRESENTATIONS (OPTIONAL, 20 POINTS TOTAL):**

After the firms have been evaluated based on their written Statement of Qualifications, proposers may be more closely considered through a presentation of their approach to perform this particular project. Time will be allowed for questions and answers after the presentation. If the JAA elects to have presentations, the selected firms will be advised of the items to be addressed and associated points prior to the presentation. JAA will provide the agenda and the point allocation in advance of the presentation meetings. As previously stated, this RFQ does not commit JAA to pay costs or expenses of any kind incurred by the various Proposers during proposal preparation, submittal or presentations, if any. The presentation date and time, if applicable, will be scheduled at the convenience of JAA.

## **CONTRACT**

The selected firm must execute a contract with JAA that will include, but not necessarily be limited to, a defined scope and period of service, insurance including professional liability, penalties for non-performance, and standard Authority covenants. Pursuant to § 287.055(10), Florida Statutes, this represents a statement of public notice that any plans, specifications, or related design documents that result from this solicitation are intended to be reused at some future time should the opportunity present itself. As required by Florida Statutes, any contract issued pursuant to this RFQ shall contain the following requirements:

**Truth in negotiation certificate requirement:** For all lump-sum or cost-plus-a-fixed-fee professional service contracts over the threshold amount provided in Section 287.017, Florida Statutes, for Category

Three, as may be revised from time to time, the person receiving the award shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. A professional service contract under which a certificate is required shall contain a provision that the contract price shall be adjusted to exclude any significant sums where the agency determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit cost. Contract adjustments shall be made within one year following the end of the contract.

**Contingent fees prohibited:** Each contract entered into for professional services shall contain a prohibition against contingent fees as follows:

The person or entity providing the professional services required hereunder (as applicable) warrants that it has not employed or retained a company or person, other than a bona fide employee working solely for the person or entity providing the professional services required hereunder, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the person providing the professional services required hereunder any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this agreement.

For the breach or violation of this provision, the JAA shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of the fee, commission, percentage, gift or consideration.

#### **NOTES**

**No cost data of any kind shall be included in the Consultant's Statement of Qualifications package.**

**Cost factors will be considered only during the negotiation phase and these costs may be subject to State and Federal Audit for reasonableness. If a satisfactory scope of service or fee cannot be negotiated, the Authority will terminate the negotiations and proceed to negotiate with the next highest ranked Consultant. Both the detailed scope and fee for services shall be subject to the approval of the Federal Aviation Administration and the Florida Department of Transportation.**

**Qualifications packages that include cost data shall be considered non-responsive. Costs and fees shall not be presented until a negotiation has been announced at which time fee negotiations will require a detailed estimate and itemization of all costs that will be incurred in accomplishing the assignment. Only costs consistent with the Federal cost principles contained in Title 41, Code of Federal Regulations (CFR), Subparts 1-15.2 and 1-15.4 and, to the extent applicable, allowed by the Federal Aviation Administration and Florida Department of Transportation shall be used. These costs will be itemized in the following categories:**

- a. Direct Salary Costs.** This includes the direct salary cost of all professional, technical and/or clerical employees directly engaged in the assignment.
- b. Overhead Costs.** This includes the established overhead on direct salary costs and general and administrative overhead.
- c. Direct Non-Salary Expenses.** This includes non-salary costs that are directly required to accomplish the project. The costs of all sub-consultants shall be detailed in a manner similar to that required of the Respondent.
- d. Fixed Payment.** A negotiated percentage of the estimated direct salary cost of the Respondent including overhead, but excluding direct non-salary costs shall be applied to determine payment for profit, willingness to serve and assumption of responsibility.

### **A/E CONSULTANT SERVICES SELECTION SCHEDULE**

One (1) original copy (clearly marked "ORIGINAL"), five (5) copies (each clearly marked "COPY") and One (1) USB Flash Drive containing a copy of the complete original response in Adobe PDF format (including the Statement of Qualifications and all required supplemental material or attachments required herein) must be submitted in a sealed package. The package must be labeled to read: "RFQ 19-13-42001, Engineering Consultant Services for JIA Parking Lot Modifications, February 19<sup>th</sup>, 2019, 2:00 PM (local time)," and must be addressed and delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218.

The anticipated schedule for this solicitation is as follows:

Pre-submittal Conference:	January 22 <sup>nd</sup> , 2019 at 2:00 PM (local time)
Deadline for Respondent Questions:	February 1 <sup>st</sup> , 2019 at 5:00 PM (local time)
Statements of Qualifications Due:	February 19 <sup>th</sup> , 2019 at 2:00 PM (local time)
Evaluation Committee Meeting:	To Be Determined
Presentations/Interviews:	To Be Determined
Award Professional Services Agreement:	To Be Determined

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## APPENDIX 1

### INDEMNIFICATION AND INSURANCE

#### INDEMNIFICATION

Any Contract resulting from RFQ No. 19-13-42001 will include the following provisions:

To the fullest extent permitted by law, the Respondent agrees to indemnify, defend and hold harmless JAA, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Respondent's work or services under this Agreement; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the Respondent, Respondent's Subcontractor(s) or anyone directly or indirectly employed or hired by Respondent, or anyone for whose acts Respondent may be liable. JAA reserves the right, but not the obligation, to participate in defense without relieving Respondent of any obligation hereunder.

#### INSURANCE

Respondent agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as JAA's review or acceptance of insurance maintained by Respondent is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Respondent under this contract.

**Commercial General Liability:** Respondent agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Respondent further agrees coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Errors and Omissions, Cross Liability nor Professional Liability.

**Worker's Compensation Insurance & Employers Liability.** Respondent shall maintain Worker's Compensation Insurance & Employer Liability in accordance with Chapter 440, Florida Statutes, as now or hereafter amended. Coverage shall be provided on a primary basis.

**Additional Insured:** Respondent agrees to endorse JAA as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement or similar endorsement, to the Commercial General Liability and Business Auto Liability. The Additional Insured shall read "Jacksonville Aviation Authority."

**Waiver of Subrogation:** Respondent agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Respondent to enter into an pre-loss agreement to waive subrogation without an endorsement, then Respondent agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Respondent enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance:** Respondent agrees to provide JAA a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

Jacksonville Aviation Authority  
Risk Management Department  
14201 Pecan Park South Road  
Jacksonville, FL 32218

**Umbrella or Excess Liability:** Respondent may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. RESPONDENT agrees to endorse JAA as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure "True Follow-Form" basis.

**Right to Revise or Reject:** JAA reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, JAA reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due.



## APPENDIX 2

### CONFLICT OF INTEREST CERTIFICATE

Respondent must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this proposal.

#### SECTION I

I hereby certify that no official or employee of JAA requiring the goods or services described in these specifications has any financial interest in this company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

#### SECTION II

I hereby certify that the following named JAA official(s) and/or employees(s) has a financial interest(s) in this company have filed Conflict of Interest Statements with JAA Executive Director's / CEO Office, 14201 Pecan Park Road South, Jacksonville, FL 32218 prior to the time of proposal opening.

Name

Title or Position

Date of Filing

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

#### SECTION III

##### PUBLIC OFFICIAL DISCLOSURE

JAA requires that a public official who has a financial interest in a proposal, proposal or contract make a disclosure at the time that the proposal, proposal or contract is submitted or at the time that the public official acquires a financial interest in the proposal, proposal or contract. Please provide disclosure, if applicable, with proposal.

Public Official: \_\_\_\_\_

Position Held: \_\_\_\_\_

Position/Relationship with Respondent: \_\_\_\_\_

## APPENDIX 3

### REFERENCE QUESTIONNAIRE

#### ENGINEERING CONSULTANT SERVICES FOR THE JIA PARKING LOT MODIFICATIONS

(Page 1 of 2)

Respondent's Name: \_\_\_\_\_

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

The person completing the Reference Questionnaire must provide a response to all of the following questions:

1. Describe the services provided by the Respondent to your organization.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Please rate your overall satisfaction with the Respondent on a scale of 1 to 5, with 1 being "least satisfied" and 5 being "most satisfied." \_\_\_\_\_
3. What could the Respondent have done to improve their rating?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Please indicate your level of satisfaction with the Respondent's project management structures, processes, and personnel. Use a scale of 1 to 5; with 1 being "least satisfied," and 5 being "most satisfied." \_\_\_\_\_
5. What could the Respondent have done to improve their rating?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. How long were past services provided or are the services currently being provided. If current, when did Respondent begin providing services?  
\_\_\_\_\_

## APPENDIX 3

### REFERENCE QUESTIONNAIRE

#### ENGINEERING CONSULTANT SERVICES FOR THE JIA PARKING LOT MODIFICATIONS

(Continued)

(Page 2 of 2)

Respondent's Name: \_\_\_\_\_

7. Would you use the services of the Respondent again? Indicate on a scale of 1 to 5: with 1 being "absolutely not" and 5 being "absolutely yes". \_\_\_\_\_

8. Additional Comments or Feedback:

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**NOTE: THE PERSON COMPLETING THE REFERENCE QUESTIONNAIRE MUST PLACE THE QUESTIONNAIRE IN A SEALED ENVELOPE AND THEIR SIGNATURE MUST BE ACROSS THE ENVELOPE SEAL. THE SIGNATURE MUST MATCH THE SIGNATURE OF THE PERSON WHO COMPLETED THE QUESTIONNAIRE.**

As part of this solicitation, Respondent references are considered very important. As such, JAA will contact and evaluate the responses it receives from each reference provided in response to this solicitation. To the extent the required reference questionnaires are not received, contact with proposed references cannot be made, or the proposed references indicate a lack of knowledge or awareness of Respondent, the same will be negatively reflected in JAA's evaluation and award of points for this factor. Therefore, prior to proposing references, Respondents are encouraged to contact those individuals or entities being proposed as references in order to ensure that: (i) their contact information is current and correct; (ii) they are knowledgeable and aware of the issues for which they are being proposed as references; and (iii) they are ready, willing, able and permitted to provide the reference information being sought.

Person Responding to Reference Questionnaire: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature) **MUST BE THE SAME AS THE  
SIGNATURE ACROSS THE ENVELOPE SEAL**

Person's Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Date Reference Form Was Completed: \_\_\_\_\_

## **APPENDIX 4**

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY, GOALS, CONDITIONS AND INSTRUCTIONS**

*(The remainder of this page has been intentionally left blank)*

## **APPENDIX 5**

### **JAA'S SAMPLE ACH AUTHORIZATION FORM**

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**APPENDIX 6**

**SECURITY REGULATION PACKET**

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## APPENDIX 7

### **TITLE VI COMMITMENTS AND ACKNOWLEDGEMENTS:**

1. **Civil Rights – 49 USC § 47123:** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure 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 Contractor and subtier contractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Authority will have the right to terminate the Agreement and to pursue should remedies against Contractor as may be permitted by applicable law.
3. **Title VI and Related Law Compliance:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:
  - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public



accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**4. Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.:** All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the above-referenced statute and regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**5. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. Contractor will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Contractor to the same extent Contractor is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Contractor's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Contractor shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.

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

7. **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 JAA 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 JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
8. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA 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 JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the