

ADDENDUM NO. ONE (1)

SECURITY ACCESS CONTROL AND VIDEO SURVEILLANCE SYSTEM  
UPGRADES

ROANOKE BLACKSBURG REGIONAL AIRPORT,  
ROANOKE, VIRGINIA

AIP Project No. 3-15-0045-  
PENDING

AEG, Inc. Project No.  
18100

RRAC Bid No. 18-014

June 1, 2018

From: Ascent Engineering Group, Inc.  
5228 Valleypointe Parkway, Suite 4  
Roanoke, Virginia 24019

To: All Plan Holders of Record

This Addendum is hereby made a part of the contract documents and specifications of the above referenced project. All other requirements of the original specification shall remain in effect in their respective order. Acknowledge receipt of this addendum by inserting its number and date in the proposal form.

**SPECIFICATIONS**

1. REVISE Invitation to Bid No. 18-014 – Pre-Bid Meeting Date from June 12, 2018 to **June 8, 2018**. The meeting time and location will remain the same.
2. REVISE Instructions to Bidders – Paragraph 5. Interpretations and Changes By Addenda – Recipient of questions and time duration for questions as follows to now read:  
“All questions and requests for interpretations related to this project or this Bid Package shall be made by any bidder in writing and mailed, delivered or faxed (540-265-4445) to Mr. Randall Spencer, the Engineer of Record at Ascent Engineering Group, Inc., 5228 Valleypointe Parkway, Suite 4, Roanoke, Virginia, 24019, no later than 5:00 pm on June 20, 2018.”
3. REVISE Instructions to Bidders – Paragraph 15.1 Consideration of Bids and Award of Contract - If the Contract is awarded, the Commission will give the successful bidder written notice of the award within **ninety (90)** days ..... (Revised thirty (30) days to ninety (90) days)

4. REVISE Section 20 Proposal Requirements And Conditions – Paragraph 20-13 Disqualification of Bidders
  - a. Revise paragraph number from 20-13 to 20-14.
  - b. Revise eighty percent (80%) in paragraph d. to **seventy-five percent (75%)**.
5. REVISE Section 30 Award And Execution Of Contract – Paragraph 30-02 Award of Contract. The award of a contract, if it is to be awarded, shall be made within **ninety (90)** calendar days... (Revised thirty (30) to ninety (90))
6. REVISE Section 80 Execution and Progress – Second paragraph – The Contractor shall perform, with his organization, an amount of work equal to at least **twenty-five percent (25%)** of the total contract cost. (Revised seventy-five percent (75%) to twenty-five percent (25%)).
7. REVISE Section 80 Execution and Progress – Paragraph 80-11 - Revise – “All Contractor equipment and material stockpiles shall be stored a minimum of **400 feet** from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within **400 feet** of an active runway at any time.” – (Revised 300 feet to 400 feet from the centerline of an active runway and revise 100 feet to 400 feet of and active runway).
8. DELETE paragraph 90-80 in Section 90 Measurement And Payment.
9. REVISE Section 130 in its entirety. See Section 130 attached.
10. REVISE Bid Form. See Bid Form attached.
  - a. ADDED “AIP” to Part A bid.
  - b. ADDED “Non AIP” to Part B bid
  - c. ADDED requirements to provide a schedule of values to assist the Owner to better evaluate the bid prices.
  - d. ADDED camera CAM-95 to Non AIP Public side camera list.
11. DELETE Paragraph GC-21 in its entirety from Section GC – Roanoke Regional Airport Commission General Terms and Conditions (Construction).
12. ADDED 2.3% to Paragraph A-2 Affirmative Action Requirement, Timetables in Section GC – Roanoke Regional Airport Commission General Terms and Conditions (Construction).
13. ADDED Virginia, Roanoke, City of Roanoke to Paragraph A-2 4. of Affirmative Action Requirement, in Section GC – Roanoke Regional Airport Commission General Terms and Conditions (Construction).
14. DELETED Consultant 4 times in Paragraph A-3 of Breach of Contract Terms in Section GC – Roanoke Regional Airport Commission General Terms and Conditions (Construction).
15. REVISE 17-014 to 18-014 in LMPB Performance Bone – Near the bottom of the first pages
16. REVISE Warranty period and guarantee period from 5 years and to 1 year in Section WC-2 Warranty of Construction.
17. DELETE Spotsylvania County School Board from Owner of in Preconstruction Conference Format in Section 012000 Project Meetings.
18. ADDED the following sentence under part 2 of Section 281300 Access Control: “(The components listed below are the basis of design and are intended to set the level of

quality and standards for the components and materials used by the manufacturers listed as acceptable equals and others to be considered as acceptable equals.)”

19. ADDED the following sentence under part 2 of Section 282000 Electronic Surveillance: “(The components listed below are the basis of design and are intended to set the level of quality and standards for the components and materials used by the manufacturers listed as acceptable equals and others to be considered as acceptable equals.)”
20. ADDED prox / pin reader CRI-L6 on Sheet E2.8 to Appendix H Camera Card Read List.
21. ADDED camera CAM-95 on Sheet E2.9 to Appendix H Camera Card Read List.

### **ADDENDUM NO. ONE (1)**

#### **PLANS & SKETCHES**

1. SKE-01 Added existing card reader to sheet E1.8 for removal.
2. SKE-02 Added new card reader to sheet E2.8.
3. SKE-03 Relocated to cameras CAM-2A and 3A on sheet E2.9
4. SKE-04 Added CAM-95 on sheet E2.9

#### **ATTACHMENTS:**

1. Invitation to Bid
2. Bid Form
3. Section 130
4. Sketch SKE-01
5. Sketch SKE-02
6. Sketch SKE-03
7. Sketch SKE-04

**END OF ADDENDUM NO. ONE (1)**

**INVITATION TO BID  
BID NO. 18-014  
ROANOKE REGIONAL AIRPORT COMMISSION**

The Roanoke Regional Airport Commission will accept sealed bids for furnishing all labor, materials, and equipment and performing all work for:

**SECURITY ACCESS CONTROL AND INTEGRATED VIDEO SURVEILLANCE  
SYSTEMS UPGRADE PROJECT  
AT ROANOKE-BLACKSBURG REGIONAL AIRPORT  
AIP GRANT NO. 3-51-0045-Pending**

The work consist of replacing the aging access control components and aging surveillance camera system components throughout the airport facility (all buildings, structures, gates, airfield, fence line, etc.). This will include reusing as much system wiring as needed from new end devices back to the new controllers, data switches, and other equipment. Backbone wiring (copper and optical fiber) will be reused where applicable. Other backbone wiring will be extended or added as necessary. Additional access control conduits will be provide for future expansion at the terminal building. Additional cameras will be provided to enhance the visual surveillance capabilities. Power circuits will be modified and added to provide proper powering of equipment. The replacement of access control system will require new keypad/proximity readers, encrypted proximity card/badges, badging camera, badge printer(s), fingerprint/hand scanner along with system software and server. The surveillance system will also require new system software and NVR servers. Poles, foundations and FAA obstruction lighting will provide for new cameras along the runway. Trenching and boring will be required for the fiber cabling and power circuits to those pole mounted cameras.

Bids shall be received until 2:00 P.M. on June 29, 2018, in the Commission Office at the Roanoke-Blacksburg Regional Airport, 5202 Aviation Drive, Roanoke, Virginia 24012. Bids will be publicly opened and read aloud at that time in Conference Room A on the Second Floor of the Airport Terminal Building.

The Bid Documents may be examined at the following locations: MHC/Bizport, 9 North Third Street, Richmond, Virginia 23219 and Valley Construction News, 428 W. Campbell Avenue, Roanoke, Virginia 24016. Copies of the Bid Documents may be obtained at the office of Ascent Engineering Group, Inc.; 5228 Valleypointe Parkway Suite #4 Roanoke VA. 24019, upon payment of \$250.00 for each set, to cover the cost of printing, postage and handling. No refunds will be granted. Contact Randall Spencer at Phone - 540 265-4444, Fax - 540 265-4450, email - [rspencer@ascenteg.com](mailto:rspencer@ascenteg.com).

Bidders are invited to submit bids for this work on the bid forms provided in the package; other bid forms will not be accepted. The successful bidder shall be required to have and maintain a Class A Virginia Contractor's License and not less than \$5,000,000 in general liability and motor vehicle insurance. Contractor, its employees and any subcontractors employees will be required to submit to a fingerprint based criminal records check and be approved for access to and within the airport secured and sterile areas and must be and remain approved for access to and within

the airport secured and sterile areas.

Each bid must be accompanied by a bid security in a form acceptable to the Commission in an amount equal to at least five percent (5%) of the amount of the bid by the Contractor, payable to the Roanoke Regional Airport Commission, as a guaranty that if the bid is accepted, the bidder will execute the Contract and file required Performance and Payment Bonds within the time provided in the Instructions to Bidders.

If the bid by the lowest responsible bidder exceeds funds allocated for the project, the Commission reserves the right to negotiate with the apparent low bidder pursuant to the terms set out in the Instructions to Bidders. The Commission additionally reserves the right to reject any and all bids, and to accept any part of or combination of bids, to waive any informalities or irregularities in any bid, and to award the Contract to other than the lowest bidder, should it be deemed to be in the best interest of the Commission. If a contract is awarded to other than the low bidder, it will be awarded to the lowest responsible and responsive bidder.

This project is funded with federal, state, and local monies and the Contractor shall be subject to all laws and regulations applicable to the recipients of such funds. All bidders must be licensed as Virginia Class A contractors. Bidders shall include a copy of their licensing certificate in the bid package. Minority business enterprises will be afforded full opportunity to submit bids in response to this Invitation and will not be discriminated against on the ground of race, color, or national origin in consideration for an award.

The Roanoke Regional Airport Commission in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §2000d-2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. All bidders shall endeavor to afford Disadvantaged Business Enterprises (DBE's) a reasonable opportunity to participate in this project. The Commission's goal for DBE participation is 2.3%. All bidders wishing to remain in competition for the contract shall submit documentation of their DBE goal accomplishments or good faith efforts in accordance with the bid documents.

The project site will be available for only one (1) site inspection immediately following the Pre-Bid Meeting. Attendance by bidders is encouraged at a Pre-bid Meeting to discuss the project design and the proposed construction, however it is not mandatory. The Pre-bid Meeting is scheduled as follows:

DATE: June 8, 2018

TIME: 9:00 AM

LOCATION: Conference Room A-Second Floor Airport Terminal Building  
Roanoke-Blacksburg Regional Airport  
5202 Aviation Drive  
Roanoke, Virginia

\_\_\_\_\_  
(Name of Bidding Contractor)  
For

Security Access Control And Video Surveillance System Upgrades Project

AT

ROANOKE-BLACKSBURG REGIONAL AIRPORT  
ROANOKE, VIRGINIA

SUBMITTED TO THE

ROANOKE REGIONAL AIRPORT COMMISSION  
ROANOKE, VIRGINIA

RRAC BID NO. 18-014

AIP PROJECT NO. 3-51-0045-Pending

In compliance with the Invitation for Bids, the undersigned hereby proposes to furnish the materials and labor and to perform the work for the completion of Security Access Control And Video Surveillance System Upgrades Project in strict accordance with the Invitation for Bids, Instructions to Bidders, Specifications (including the General Provisions, Special Provisions, Supplemental Provisions, and Construction Details), Plans, Addenda and all other contract documents for the consideration of the prices quoted below in this bid form , and agrees, upon receipt of written notice of award, that it will execute a contract in accordance with the bid as accepted and give the required contract bonds with good and sufficient surety, within fifteen (15) calendar days after receipt of notice of formal award of contract and presentation of the prescribed forms.

It is agreed that the undersigned has informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the plans and specifications for the work and contractual documents thereto, including the special provisions, prior to the opening of bids, and that it has satisfied itself relative to the work to be performed.

It is agreed that the description under each item, being stated, implies, although it does not mention, all incidentals and that the price(s) stated are intended to cover all such work, materials, labor, equipment and incidentals as constitute the bidder's obligations as described in the specifications, and any details not specifically mentioned, but evidently included in the contract, shall be compensated for in the item which most logically includes it.

It is understood that this bid is submitted for the purpose of obtaining the work included in subject project at the Roanoke-Blacksburg Regional Airport.

Said work is described in the project Bid and Contract documents which also include the place, date, and time of opening bids.

It is understood that separate contracts on individual schedules of work may be awarded, when included in the bid documents.

It is understood that wages not less than the minimum rates or wages, as predetermined for this project by the U.S. Secretary of Labor, were used in the preparation of this bid.

It is understood that all workmanship and materials under all items of work are warranted for one (1) year from the date of final acceptance, or such longer time as the manufacturer shall specify or these bid/contract documents may require.

It is understood that the Owner reserves the right to accept or reject any or all bids and waive informalities.

It is understood that the items and quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluation of bids.

The undersigned agrees that if awarded the contract, it will commence and complete the work in accordance with the provision, requirements and deadlines of Section 30-12 of the General Conditions.

Contract Time: **ninety (90)** consecutive calendar days from Phase 1 Administrative Services Notice to Proceed and **two-hundred and fifty (250)** consecutive calendar days from Phase 2 Performance of Work Notice to Proceed.

It is understood and agreed that for each calendar day that the work remains incomplete after the contract time and/or the milestone times (including all extensions and adjustments as provided in the Contract Documents), the amount per day as specified in Section 4, Contract Sum and Liquidated Damages of the form Contract included with these specifications, shall be liquidated damages and may be retained, deducted and/or offset from any amounts due or to become due to the Contractor or its Surety. Such liquidated damages shall not be a penalty, but shall be considered as an agreed liquidation of a reasonable portion of damages that will be incurred by Owner as a result of the Contractor failing to complete the Work in the time provided in the Contract Documents. It is understood and agreed that: (a) the actual damages that may result from failure to complete the Work within the required time are uncertain and difficult to determine with exactness and that the fixed amount is not out of proportion to the probable loss; (b) Owner retains the right to make such retentions, deductions and/or offsets for liquidated damages

at any time and that Owner's imposition and the retention, deduction and/or offset of any liquidated damages hereunder shall not be subject to any prior notice or claim requirements; and, (c) by submitting this Bid, Bidder acknowledges and agrees that Bidder waives any defenses as to the validity of any liquidated damages provisions in this Contract based on such liquidated damages being void as penalties or not being reasonably related to actual damages. It is further agreed, however, that application of liquidated damages hereunder shall not be Owner's exclusive remedy and shall not bar any other claim, cause of action, or remedy that Owner may have against Bidder under applicable law in the performance of this Contract.

It is understood that this project is funded by federal, state, and local monies and the Contractor shall be subject to all laws and regulations applicable to recipients of such funds.

Enclosed is security as required, consisting of \_\_\_\_\_(cash, escrow, certified check, or bid bond) payable to the Roanoke Regional Airport Commission, in the amount of \$\_\_\_\_\_.

This amount equals five percent of the total amount bid submitted by the Contractor.

The Contractor shall be a licensed Class A Contractor registered with the Commonwealth of Virginia, shall list its registration number at the end of this bid in the designated location ***and shall enclose a copy of its licensing certificate.***

The Contractor shall complete all items and fill in all blanks on these bid form pages.

This bid will remain valid and binding on Bidder for a period of **ninety (90) days** from date of bid opening.

**PART A - AIP**

**Secure Side Work for Access Control and Surveillance Systems.**

Lump sum price for the work for the Security Access Control And Video Surveillance System Upgrades on the secure side of the airport facility in accordance with the Plans and Specifications. This does not include the surveillance cameras on the public side:

**PART A = \_\_\_\_\_ Dollars (\$\_\_\_\_\_).**

Provide a schedule of values for the Part A AIP portion of the bid to better assist the Owner in evaluating the bid.

**PART B – Non AIP**

**Public Side Work for Access Control and Surveillance Systems concerning Surveillance Cameras and wiring.**

Lump sum price for the work for the Security Access Control And Video Surveillance System Upgrades on the public side of the airport facility in accordance with the Plans and Specifications. This does not include the surveillance cameras or access controls use on the



secure side of the facility. Cameras and wiring for the this part are number  
(CAM-2A, 3A, 4, 4A, 5, 5A, 6, 6A, 7, 10, 22, 23, 27, 28, 85, 86, 87, 88, 89, 95, L6, P1, P1A, P2):

**PART B** = \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Provide a schedule of values for the Part B Non AIP portion of the bid to better assist the Owner in evaluating the bid.

**TOTAL BASE BID AMOUNT IS Part A + Part B:**

\_\_\_\_\_ Dollars. (\$ \_\_\_\_\_)

**BID**

AIP Project No. 3-51-0045-Pending  
 Delta Project No. VA 04109

Item No.	Approx. Quantity	Item With Unit Price Written In Words	Unit Prices In Figures		Extended Total	
			Dollars	Cents	Dollars	Cents
1	1 LS	MOBILIZATION _____ _____ _____ PER LUMP SUM				

TOTAL BID AMOUNT \_\_\_\_\_

CONTRACT TIME:  
 LIQUIDATED DAMAGES Schedule

340 CALENDAR DAYS  
 SEE TABLE BELOW

**BID**

AIP Project No. 3-51-0045-Pending  
 Delta Project No. VA 04109

Schedule	Liquidated Damages Cost	Allowed Construction Time
Phase 0 Badging, Shop Drawings, Mobilize and Materials	\$1,000.00 a week	13 weeks
Phase 1 Area E Terminal building lower concourse	\$2,000.00 a week	2 weeks
Phase 1 Area E Terminal building upper concourse	\$2,000.00 a day	2 weeks
Phase 1 Area E Main Terminal building upper level	\$1,000.00 a week	1 weeks
Phase 1 Area E Main Terminal building lower level	\$1,000.00 a week	1 weeks
Phase 1 Area E Outside of Terminal building	\$1,000.00 a week	2 weeks
Phase 2 Areas A, B, & C east of the runway	\$1,000.00 a week	8 weeks
Phase 3 Areas A, B, & C west of the runway	\$1,000.00 a week	8 weeks
Phase 4 Areas C, D, F, & G south of the runway	\$1,000.00 a week	8 weeks
Phase 5 Areas E terminal building – Removal of existing headend and closeout	\$1,000.00 a week	3 weeks

**BID**

AIP Project No. 3-51-0045-Pending  
Delta Project No. VA 04109

THE BIDDER SHALL COMPLETE ALL ITEMS AND FILL IN ALL BLANKS IN THIS BID FORM.

**BID**

**CONTRACTOR'S CERTIFICATION OF NONSEGREGATED FACILITIES**

The federally assisted construction contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit employees to perform services at any location, under its control, where segregated facilities are maintained. The federally assisted construction contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform services at any location, under its control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that it will retain such certifications in its files.

The information above is true and complete to the best of my knowledge.

\_\_\_\_\_  
Name and Title of Authorized Official (please print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

**BID**

**CONTRACTOR'S CERTIFICATION OF ELIGIBILITY**

By entering into this contract, the Contractor certifies that neither it (not he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1).

That, no part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of the same citation;

The bidder/offeror certifies, by submission of this bid or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the bidder/offer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

That, the information above is true and complete to the best of my knowledge.

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Name and Title of Authorized Official (please print or type)

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Signature

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Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**BID**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid; by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

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

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

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Name and Title of Authorized Official (please print or type)

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Signature

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Date

## BID

### CONTRACTOR'S CERTIFICATION OF DBE PARTICIPATION

The apparent low bidder shall make good faith efforts, as defined in Appendix "A" of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract portions of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. **Within five (5) business days of being determined as the apparent low responsive and responsible bidder, such bidder shall be required to submit information concerning the DBE's that will participate in this contract in accordance with current applicable federal regulations. The information will include: (1) the name and address of each DBE; (2) a description of the work to be performed by each named firm; (3) the dollar value of the subcontract; (4) a copy of the firm's DBE Certificate or letter of certification award; (5) written and signed documentation of commitment by the bidder regarding the use of specific DBE subcontractor(s); and (6) written and signed confirmation from the DBE that it is participating in the contract as provided in the prime Contractor=s commitment. If the apparent low responsive and responsible bidder fails to achieve the contract goal stated herein, it shall also provide acceptable documentation within the same five (5) business day period demonstrating that it made meaningful good faith efforts in attempting to do so. An apparent low responsive and responsible bid that fails to meet these requirements may be considered to be non-responsive, in violation of its bid commitment and the Commission reserves the right to make claim under and/or forfeit such bidder's bid bond, pursue any other remedies available at law or in equity, and proceed to award to the next lowest responsive and responsible bidder.**

This requirement is imposed by federal regulation and is material to award of contract.

Qualifications and requirements for DBE selection and good faith efforts are generally described in the Instructions to Bidders.

A substitution of DBE Subcontractors may be permitted only upon written request and approval by the Roanoke Regional Airport Commission.



Bidder assures and covenants that it will subcontract not less than \_\_\_\_\_% of the total contract dollars to Disadvantage Business Enterprise Firms. If less than the goal in Section 8.3 of the INSTRUCTION TO BIDDERS, evidence clearly demonstrating meaningful good faith efforts shall be submitted by the apparent low bidder, who is otherwise responsive and responsible, within five (5) business days after being notified that it is the apparent low bidder. The determination of whether the bidder has made a meaningful good faith effort shall be made by the Commission=s DBE Liaison Officer.

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Name and Title of Authorized Official (please print or type)

---

Signature

---

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**BIDDER CERTIFICATION  
OF LICENSURE AND LICENSURE OF SUBCONTRACTORS**

Project: Security Access Control And Video Surveillance System Upgrades

The undersigned Bidder hereby covenants and agrees to comply with Title 54.1, Chapter 11, Code of Virginia (1950), as amended, with respect to licensure of Bidder and all subcontractors who may be employed to perform the Work for the Roanoke Regional Airport Commission.

Bidder further represents and covenants: (i) that Bidder has verified that all subcontractors, currently identified in the Bid to perform a portion of the Work, hold all required Commonwealth of Virginia and local licenses, including, without limitation, Contractor and business licenses; and, (ii) that if it is the Successful Bidder, Bidder shall verify that any additional subcontractors employed to perform the Work, subsequent to the date of this certification, shall hold all required Commonwealth of Virginia and local licenses, including, without limitation, Contractor and business licenses.

Bidder acknowledges and agrees that if it is awarded a contract for the Work, this Certification shall constitute a material part of Bidder's contract with the Commission and violation of the terms of this Certification shall constitute a breach of such Contract.

All persons executing this Certification on behalf of Bidder hereby warrant and represent that they have been duly authorized by proper action of Bidder to execute this Certification, and that upon such execution, this Certification shall be binding upon and enforceable against Bidder.

IN WITNESS WHEREOF, the Bidder has affixed its hand and seal.

\_\_\_\_\_  
(Insert Bidder's Name)

CONTRACTORS LICENSE NO: \_\_\_\_\_

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

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

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

**BID FORM C-3**  
**QUALIFICATION OF BIDDERS**

**QUALIFICATION OF BIDDER**

Each contractor shall furnish with its bid the following completed and signed statement pertaining the Bidder's competency and responsibility in accordance with the General Conditions.

FIRM: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

Contact in your firm for inquiries: \_\_\_\_\_  
Years of business under present name: \_\_\_\_\_  
Date of Incorporation: \_\_\_\_\_  
Place of Incorporation: \_\_\_\_\_  
Contracting Specialties: \_\_\_\_\_

Is firm prequalified with the Virginia Department of Transportation, VDOT and on the current bidder's list?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", submit evidence of such. If "No", submit a copy of the firm's annual report or financial statement for the last fiscal year (certified by a public accountant). Reference is directed to General Conditions Section 20-02.

Years performing work specialties: \_\_\_\_\_

Maximum Bonding Limits of firm: \_\_\_\_\_

List equipment available for project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name of proposed on-site Superintendent and relevant project experience during last five (5) years:** \_\_\_\_\_

**(Complete next page for relevant project experience of proposed on-site project superintendent)**

**BID FORM C-3**  
**QUALIFICATION OF BIDDERS**

Relevant Project Experience for Proposed Superintendent

<u>Type of Project and Date</u>	<u>Responsibilities</u>	<u>Contact Name/Phone No.</u>

**Bidder acknowledges and agrees that the Commission retains the absolute right to reject the above designated individual as the project superintendent for this work if it determines that the persons job experience and/or references are not adequate or good, and to require bidder to provide one or more alternative proposed superintendents, along with their relevant job experience and references, until the parties are in agreement as to the superintendent for the job.**

**BID FORM C-3**  
**QUALIFICATION OF BIDDERS**

Has Firm:

Failed to complete a contract? \_\_\_\_\_

Been involved in a bankruptcy or reorganization? \_\_\_\_\_

Pending judgment claims or suits against Firm? \_\_\_\_\_

(If answer is "yes" to any of the preceding,  
submit details on separate sheet).

List four (4) most recent contracts or subcontracts completed in the last five (5) years that included work similar to that required in this project.

<u>Type of Project</u>	<u>Contract With</u>	<u>Contract Amount</u>	<u>Date Completed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_  
Name and Title of Authorized Official (please print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BID FORM C-3**  
**QUALIFICATION OF BIDDERS**

**CERTIFICATION OF NON-COLLUSION**

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the **Code of Virginia**, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

NAME OF BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME (TYPE OR PRINT) \_\_\_\_\_

OFFICIAL TITLE \_\_\_\_\_

DATE \_\_\_\_\_

TELEPHONE NO. (    ) \_\_\_\_\_  
Area Code

"REGISTERED VIRGINIA CONTRACTOR"

NO. \_\_\_\_\_

**ATTACH COPY OF VIRGINIA CONTRACTOR'S LICENSE**

**BID FORM C-3**  
**QUALIFICATION OF BIDDERS**

Revised 04/05/12

**COMMONWEALTH OF VIRGINIA**

**WORKERS' COMPENSATION**

**Certificate of Coverage**

Section 2.2-4332, Code of Virginia, requires construction contractors and Subcontractors to obtain and maintain workers' compensation insurance for the duration of the Work on behalf of the Commonwealth of Virginia, its departments, institutions or agencies, or local governmental entities.

Satisfactory evidence of coverage on this form must be provided to the Commission prior to commencement of work.

The undersigned organization stipulates that it:

- A. Has workers' compensation insurance and is in compliance with the Workers' Compensation statues of the Commonwealth of Virginia \_\_\_ Yes \_\_\_ No

Insurance Company \_\_\_\_\_

Policy expiration date \_\_\_\_\_, or

- B. Is self insured for workers' compensation \_\_\_\_\_ Yes.

Title of Construction Contract: Security Access Control And Video Surveillance System Upgrades

Bid Number: 18-014

Signed by: \_\_\_\_\_

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

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

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

**BID FORM C-3**  
**QUALIFICATION OF BIDDERS**

**Buy America Certification**  
(Title 49 U.S.C. Section 50101)

<b>PROJECT NAME:</b>	<u>Security Access Control And Video Surveillance System Upgrades</u>
<b>AIRPORT NAME:</b>	<b>Roanoke-Blacksburg Regional Airport</b>
<b>AIP NUMBER:</b>	<b>3-51-0045-Pending</b>

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

**U.S.C. Section 50101 - Buying goods produced in the United States**

- (a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
- (b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -
- (1) Applying subsection (a) would be inconsistent with the public interest;
  - (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
  - (3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -
    - A. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
    - B. Final assembly of the facility or equipment has occurred in the United States; or
  - (4) Including domestic material will increase the cost of the overall project by more than 25 percent.
- (c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

\* \* \* \* \*

As a matter of bid responsiveness, the bidder or offeror must complete and submit this certification with their bid proposal. The bidder must sign and date the certification. The



**BID FORM C-3**  
**QUALIFICATION OF BIDDERS**

bidder/offeror must indicate how they propose to comply with the Buy America provision by selecting one of the following certification statements.

- The bidder hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.**
  
- The bidder hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 50101(a); the bidder therefore requests a waiver per Title 49 U.S.C Section 50101(b). The bidder further agrees that upon notification from the Owner, the bidder identified with the apparent low bid agrees to prepare and submit waiver request and component calculation information to the owner within seven (7) calendar days of the date of the notice of apparent low bid.**

**Bidder's Firm Name:** \_\_\_\_\_

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

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

**BID FORM C-3**  
**QUALIFICATION OF BIDDERS**

**Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth**

Pursuant to Virginia Code Section 2.2-4311.2 (effective July 1, 2010), each bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Please complete the following:

A. \_\_\_\_\_ Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is:

\_\_\_\_\_.

B. \_\_\_\_\_ Bidder/Offeror is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is:

\_\_\_\_\_.

C. \_\_\_\_\_ Bidder/Offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

\_\_\_\_\_.

\_\_\_\_\_.

Please attach additional sheets of paper if more space is needed to explain why such bidder/offeror is not required to be authorized to transact business in Virginia)

NAME OF BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME (TYPE OR PRINT) \_\_\_\_\_

OFFICIAL TITLE \_\_\_\_\_

DATE \_\_\_\_\_

TELEPHONE NO. ( \_\_\_\_\_ ) \_\_\_\_\_

"REGISTERED VIRGINIA CONTRACTOR" NO. \_\_\_\_\_

**BID FORM C-3**  
**QUALIFICATION OF BIDDERS**

ESCROW ACCOUNT REQUESTED (if applicable): YES \_\_\_\_\_ NO \_\_\_\_\_

The above party agrees, if use of the escrow account procedure is desired, to submit an executed escrow agreement to the Commission within fifteen (15) calendar days after notification of the award of bid by the Commission. Failure to submit the executed escrow agreement form within such fifteen-day period shall result in a forfeiture of the right to the use of such escrow account procedure. See Section 11.4 and 15.5 of Instructions to Bidders.

The undersigned hereby acknowledges the receipt of the following Addenda to the Contract Documents.

Addendum No. One Issued \_\_\_\_\_ (DATE)  
 Addendum No. Two Issued \_\_\_\_\_ (DATE)  
 Addendum No. Three Issued \_\_\_\_\_ (DATE)  
 Addendum No. Four Issued \_\_\_\_\_ (DATE)  
 Addendum No. Five Issued \_\_\_\_\_ (DATE)

**EACH BIDDER MUST COMPLETE AND SIGN THE INFORMATION BLOCK BELOW OR ELSE ITS BID SHALL BE DETERMINED TO BE NON-RESPONSIVE.**

\_\_\_\_\_ Complete Firm Name of Bidder

\_\_\_\_\_ Signature of Authorized Official

\_\_\_\_\_ Name & Title of Signing Official

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

Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
 Area Code Area Code

EMAIL: \_\_\_\_\_ CELL: \_\_\_\_\_

CONTRACTOR'S VIRGINIA "CLASS A" CONTRACTOR NO: \_\_\_\_\_

# BID FORM C-3 QUALIFICATION OF BIDDERS



Roanoke Regional Airport Commission  
 ATTN: Accounts Payable  
 5202 Aviation Drive NW  
 Roanoke VA 24012  
 540/362-1999  
[finance@flvroa.com](mailto:finance@flvroa.com)

**Roanoke Regional Airport Commission** pays its vendors electronically rather than by paper check. Your payments will be deposited into the checking account of your choice. In addition to having the money deposited electronically, you will also be notified of the deposit by e-mail. The e-mail will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must print, complete this form, include a voided check and return both to the **address or e-mail** above. By signing below, you authorize Roanoke Regional Airport Commission to initiate credit entries, and if necessary, debit entries and adjustments for any credit entries in error to your checking account.

Payee Information			
Payee Name:		SSN or Federal ID #:	
Remit Address(es) for applicable accounts:			

Bank Information	
Bank Name:	
Name on Account:	
Account #:	
Routing #:	
Email Address:	

The E-MAIL ADDRESS is for payment notification.

Name(s): \_\_\_\_\_ Title: \_\_\_\_\_  
*Please print*

\_\_\_\_\_  
 Authorized Signature Date

**PLEASE INCLUDE VOIDED CHECK**

**BID FORM C-3**  
**QUALIFICATION OF BIDDERS**

## 2016 ROA MASTER GENERAL PROVISIONS

### Section 130

#### **CONTRACT PROVISIONS REQUIRED FOR RECIPIENTS OF FAA AIRPORT IMPROVEMENT PROGRAM FUNDS**

- A. Federal laws and regulations require that recipients of federal assistance, such as the Roanoke Regional Airport Commission, also known as a “Sponsor”, include specific contract provisions in certain contracts, requests for proposals, or invitations to bid. Certain provisions must be included in all Commission contracts, regardless of whether or not the contracts are federally-funded. For purposes of determining requirements for contract provisions, the term contracts includes subcontracts.
- B. Sponsor Requirements
1. Each applicable contract provision contained in this section is hereby expressly incorporated into and made a part of this contract;
  2. The Contractor or Consultant (including all subcontractors and sub-consultants) are required to insert the applicable contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
  3. The Contractor or Consultant (or subcontractor or sub-consultant) are required to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services; and,
  4. The prime Contractor or Consultants is responsible for compliance with these contract provisions by any subcontractor or sub-consultant, lower-tier subcontractor or sub-consultant, or service provider.
- C. The requirements stated herein (Section 130) are intended to comply with the requirements of “Required Contract Provisions for Airport Improvement Program and Obligated Sponsors” provided by the FAA Airports issued on January 29, 2016, as amended, the applicable provisions, terms, and conditions of which are expressly incorporated herein by reference and made a part of this Contract or Agreement, including the applicability of each specific provisions based upon the type of contract or agreement. In the event any of the provisions in this section are inconsistent with or conflict with any of the terms and provisions of the Contract or Agreement, including any attachments, to the maximum degree possible, the inconsistent and/or conflicting terms and conditions shall be read together to both take effect; otherwise, the terms and conditions in this section shall control and prevail.

## **2016 ROA MASTER GENERAL PROVISIONS**

### **Section 130**

#### **REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM AND FOR OBLIGATED SPONSORS-ISSUED JANUARY 29, 2016**

##### **A1 ACCESS TO RECORDS AND REPORTS**

###### **SOURCE**

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

###### **ACCESS TO RECORDS AND REPORTS**

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

# 2016 ROA MASTER GENERAL PROVISIONS

## Section 130

### A-2 AFFIRMATIVE ACTION REQUIREMENT

#### A2.1 SOURCE

41 CFR Part 60-4

Executive Order 11246

#### NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

#### Timetables

Goals for minority participation for each trade: 2.3%

Goals for female participation in each trade: 6.9%

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

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Virginia, Roanoke, City or Roanoke.**



## **A3 BREACH OF CONTRACT TERMS**

### **A3.1 SOURCE**

2 CFR § 200 Appendix II(A)

#### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

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

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## **A4 BUY AMERICAN PREFERENCE**

### **A4.1 SOURCE**

Title 49 USC § 50101

#### **BUY AMERICAN PREFERENCE**

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

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

#### **CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY**

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

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

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

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

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

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

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

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

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

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

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

Date	Signature
Company Name	Title

### **A4.3.3 Certificate of Buy American Compliance – Manufactured Product**

#### **Certificate of Buy American Compliance for Manufactured Products**

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

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

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

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

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

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

#### **Required Documentation**

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

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart

25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

## **A5 CIVIL RIGHTS - GENERAL**

### **A5.1 SOURCE**

49 USC § 47123

#### **GENERAL CIVIL RIGHTS PROVISIONS**

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

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## A6 CIVIL RIGHTS – TITLE VI ASSURANCE

### A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

#### **Title VI Solicitation Notice:**

The **Commission**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **Title VI Clauses for Compliance With Nondiscrimination Requirements**

##### **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.

**Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**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:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## **A7 CLEAN AIR AND WATER POLLUTION CONTROL**

### **A7.1 SOURCE**

2 CFR § 200, Appendix II (G)

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

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

## **A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **A8.1 SOURCE**

2 CFR § 200, Appendix II(E)

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

##### **1. Overtime Requirements.**

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

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

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

##### **3. Withholding for Unpaid Wages and Liquidated Damages.**

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

##### **4. Subcontractors.**

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

## **A9 COPELAND “ANTI-KICKBACK” ACT**

### **A9.1 SOURCE**

2 CFR § 200, Appendix II (D)

29 CFR Parts 3 & 5

### **COPELAND “ANTI-KICKBACK” ACT**

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## **A10 DAVIS-BACON REQUIREMENTS**

### **A10.1 SOURCE**

2 CFR § 200, Appendix II(D)

29 CFR Part 5

consultant” in such instances.

### **A10.3 CONTRACT CLAUSE**

#### **DAVIS-BACON REQUIREMENTS**

##### **1. Minimum Wages**

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

## 2 Withholding.

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

cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records.

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

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

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

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

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

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

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

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a



contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **A11 DEBARMENT AND SUSPENSION**

### **A11.1 SOURCE**

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

#### **A11.3.1 Bidder or Offeror Certification**

##### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

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

#### **A11.3.2 Lower Tier Contract Certification**

##### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to 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.

## **A12 DISADVANTAGED BUSINESS ENTERPRISE**

### **A12.1 SOURCE**

49 CFR Part 26

#### **A12.3.1 Solicitation Language (Project Goal)**

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

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

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

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation within 5 days after bid opening.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms, the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation within 5 days after bid opening.

#### **A12.3.2 Solicitation Language (Race/Gender Neutral Means)**

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

#### **A12.3.3 Prime Contracts (Projects covered by DBE Program)**

##### **DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from Sponsor / Commission. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor / Commission. This clause applies to both DBE and non-DBE subcontractors.

### **A13 DISTRACTED DRIVING**

#### **A13.1 SOURCE**

Executive Order 13513

DOT Order 3902.10

#### **A13.2 APPLICABILITY**

The FAA 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 sub-grant.

**Contract Types** – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at \$3,500).

**Use of Provision** – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements. .

#### **A13.3 CONTRACT CLAUSE**

##### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA 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 sub-grant.

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 \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

## **A14 ENERGY CONSERVATION REQUIREMENTS**

### **A14.1 SOURCE**

2 CFR § 200, Appendix II(H)

#### **ENERGY CONSERVATION REQUIREMENTS**

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

## **A15 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)**

### **A15.1 SOURCE**

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### **A15.3 MANDATORY CONTRACT CLAUSE**

#### **A15.3.1 EQUAL OPPORTUNITY CLAUSE**

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

### **A15.3.2 EEO Specification**

#### **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

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

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

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its



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

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

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

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

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

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

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

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

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

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

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

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

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

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

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

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

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

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

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **A16.1 SOURCE**

29 U.S.C. § 201, et seq

### **A16.3 CONTRACT CLAUSE**

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

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

## **A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

### **A17.1 SOURCE**

31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(J)

49 CFR Part 20, Appendix A

### **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:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

## **A18 PROHIBITION of SEGREGATED FACILITIES**

### **A18.1 SOURCE**

41 CFR § 60

#### **PROHIBITION of SEGREGATED FACILITIES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

## **A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **A19.1 SOURCE**

20 CFR Part 1910

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



## **A20 PROCUREMENT OF RECOVERED MATERIALS**

### **A20.1 SOURCE**

2 CFR § 200.322

40 CFR Part 247

#### **Procurement of Recovered Materials**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

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

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

The list of EPA-designated items is available at [www.epa.gov/epawaste/consERVE/tools/cpg/products/](http://www.epa.gov/epawaste/consERVE/tools/cpg/products/).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

## **A21 RIGHT TO INVENTIONS**

### **A21.1 SOURCE**

2 CFR § 200, Appendix II (F)

37 CFR §401

#### **RIGHTS TO INVENTIONS**

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

## **A22 SEISMIC SAFETY**

### **A22.1 SOURCE**

49 CFR Part 41

#### **Seismic Safety**

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

## **A23 TERMINATION OF CONTRACT**

### **A23.1 SOURCE**

2 CFR § 200 Appendix II (B)

FAA Advisory Circular 150/5370-10, Section 80-09

#### **A23.3.1 Termination for Convenience**

##### **Termination for Convenience (Construction & Equipment Contracts)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination; documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work; reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

#### **A23.3.2 Termination for Default**

##### **Termination for Default (Construction)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

##### **Termination for Default (Equipment)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to- Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **A24 TRADE RESTRICTION CERTIFICATION**

### **A24.1 SOURCE**

49 USC § 50104

49 CFR Part 30

#### **TRADE RESTRICTION CERTIFICATION**

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

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

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on

the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the 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 may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

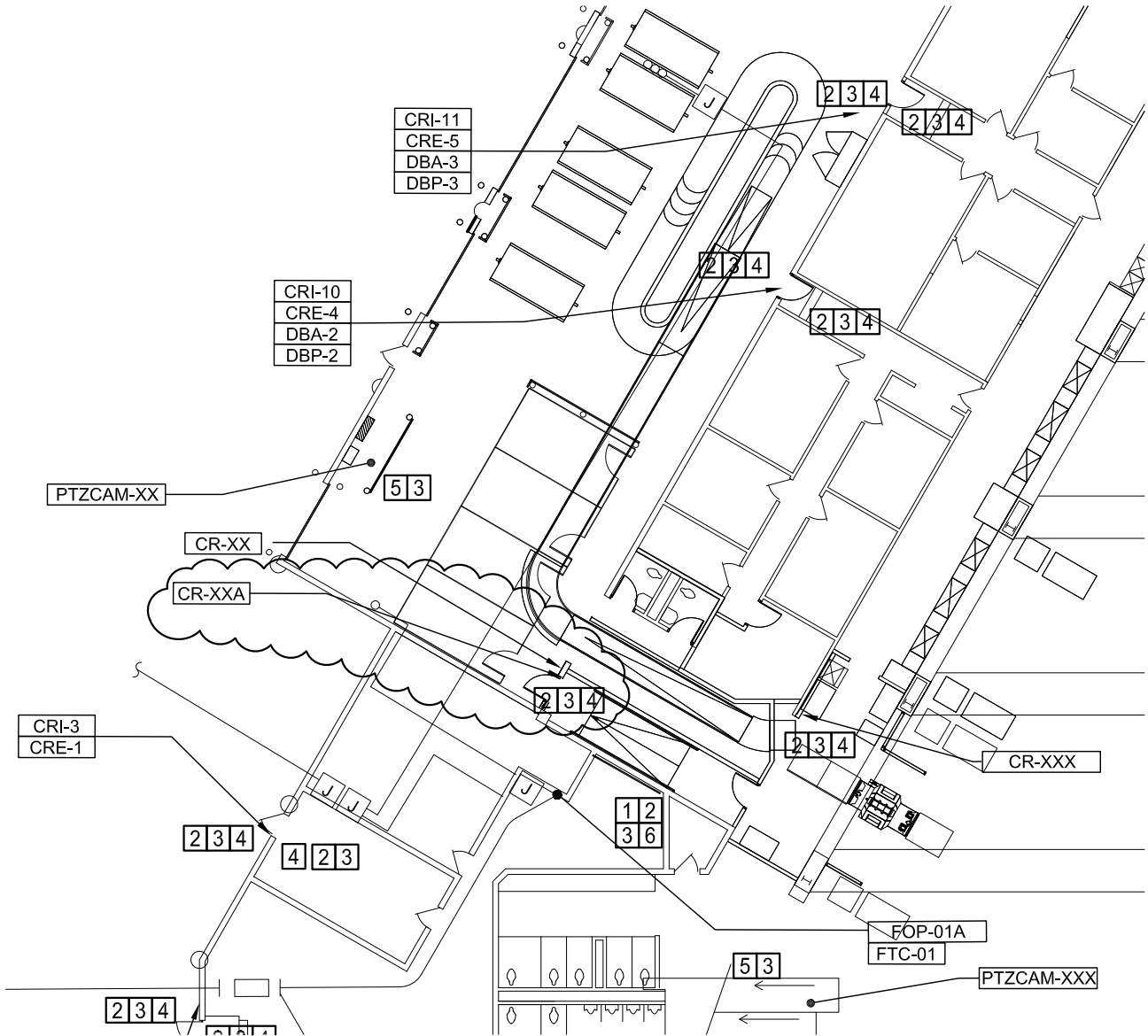
## **A25 VETERAN'S PREFERENCE**

### **A25.1 SOURCE**

49 USC § 47112(c)

#### **VETERAN'S PREFERENCE**

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



ADDENDUM #1  
 SUPPLEMENTAL SKETCH FOR E1.8



5228 VALLEYPONTE PARKWAY, SUITE 4  
 ROANOKE, VIRGINIA 24019  
 (540) 265-4444

11508 ALLEGINGIE PARKWAY  
 RICHMOND, VIRGINIA 23235  
 (804) 423-6444

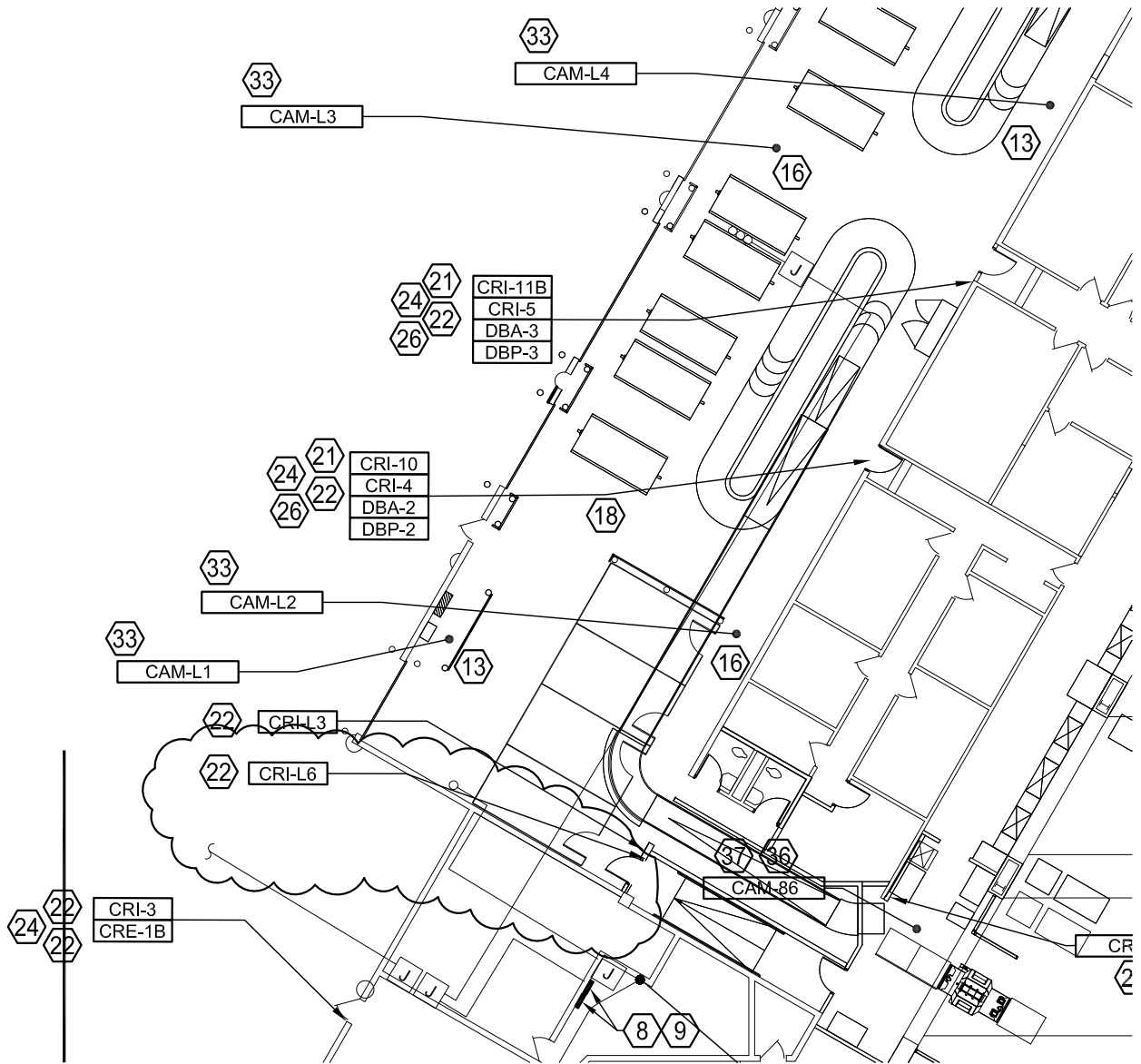
ROANOKE-BLACKSBURG REGIONAL AIRPORT  
 SECURITY ACCESS CONTROL AND  
 VIDEO SURVEILLANCE SYSTEM  
 UPGRADES - ROANOKE, VIRGINIA  
 BID # - 18-014  
 AIP # - 3-51-0045-PENDING

ELECTRICAL - ADDED

CARD READER

DESIGNED ROS	DRAWN ROS	SHEET NO.
COMMISSION NUMBER 18100	DATE 06-01-2018	SKE-01





ADDENDUM #1  
 SUPPLEMENTAL SKETCH FOR E2.8



5228 VALLEYPONTE PARKWAY, SUITE 4  
 ROANOKE, VIRGINIA 24019  
 (540) 265-4444

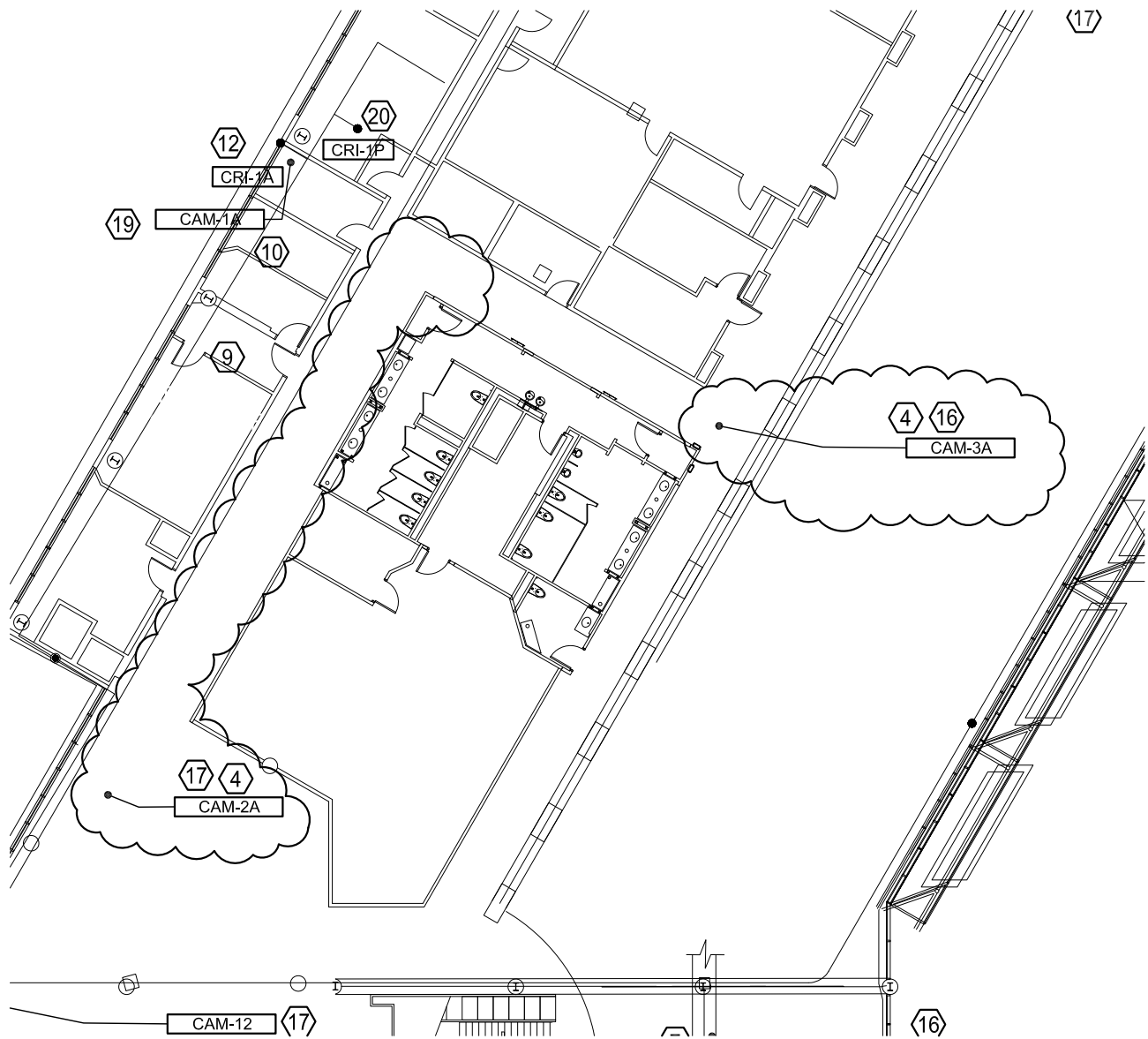
11508 ALLEGINGIE PARKWAY  
 RICHMOND, VIRGINIA 23235  
 (804) 423-6444

ROANOKE-BLACKSBURG REGIONAL AIRPORT  
 SECURITY ACCESS CONTROL AND  
 VIDEO SURVEILLANCE SYSTEM  
 UPGRADES - ROANOKE, VIRGINIA  
 BID # - 18-014  
 AIP # - 3-51-0045-PENDING

ELECTRICAL - ADDED

CARD READER

DESIGNED ROS	DRAWN ROS	SHEET NO.
COMMISSION NUMBER 18100	DATE 06-01-2018	SKE-02



ADDENDUM #1  
 SUPPLEMENTAL SKETCH FOR E2.9



5228 VALLEYPONTE PARKWAY, SUITE 4  
 ROANOKE, VIRGINIA 24019  
 (540) 265-4444

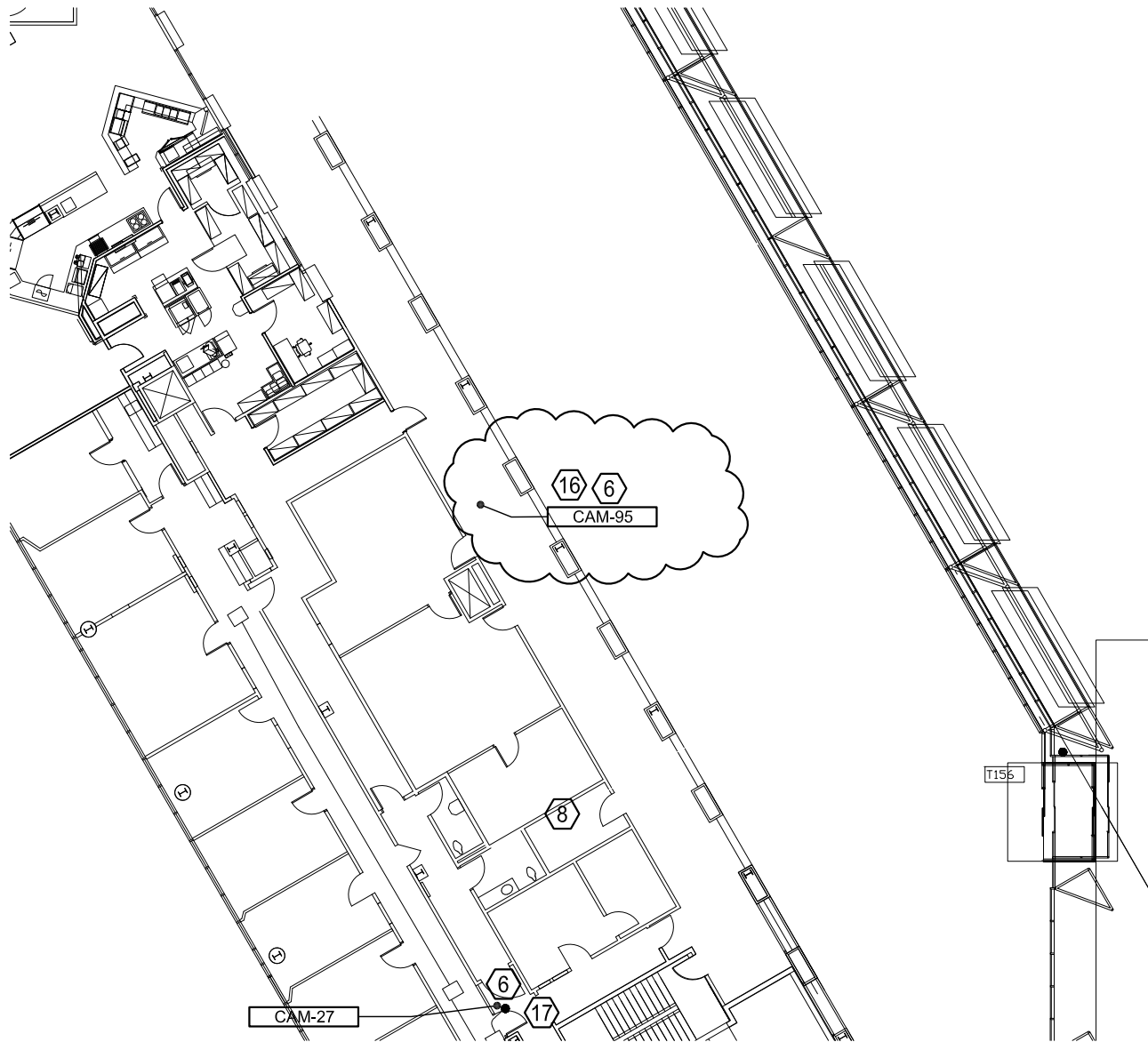
11508 ALLECEINGIE PARKWAY  
 RICHMOND, VIRGINIA 23235  
 (804) 423-6444

ROANOKE-BLACKSBURG REGIONAL AIRPORT  
 SECURITY ACCESS CONTROL AND  
 VIDEO SURVEILLANCE SYSTEM  
 UPGRADES - ROANOKE, VIRGINIA  
 BID # - 18-014  
 AIP # - 3-51-0045-PENDING

ELECTRICAL

REPOSITIONED CAMERAS

DESIGNED ROS	DRAWN ROS	SHEET NO.
COMMISSION NUMBER 18100	DATE 06-01-2018	SKE-03



ADDENDUM #1  
 SUPPLEMENTAL SKETCH FOR E2.9



5228 VALLEYPONTE PARKWAY, SUITE 4  
 ROANOKE, VIRGINIA 24019  
 (540) 265-4444

11508 ALLECINGIE PARKWAY  
 RICHMOND, VIRGINIA 23235  
 (804) 423-6444

ROANOKE-BLACKSBURG REGIONAL AIRPORT  
 SECURITY ACCESS CONTROL AND  
 VIDEO SURVEILLANCE SYSTEM  
 UPGRADES - ROANOKE, VIRGINIA  
 BID # - 18-014  
 AIP # - 3-51-0045-PENDING

ELECTRICAL  
 ADDED CAMERA

DESIGNED ROS	DRAWN ROS	SHEET NO.
COMMISSION NUMBER 18100	DATE 06-01-2018	SKE-04