



METROPOLITAN  
KNOXVILLE  
AIRPORT  
AUTHORITY

Request for Bids

For

**Parking Garage Generator Maintenance Pull Off**

at

McGhee Tyson Airport  
Alcoa, TN

Issue Date:

**August 28, 2022**

Bid Due Date:

**September 23, 2022**

METROPOLITAN KNOXVILLE AIRPORT AUTHORITY  
P.O. Box 15600  
Knoxville, TN 37901  
Phone: (865) 342-3001

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## Notice

The Metropolitan Knoxville Airport Authority is soliciting bids for the installation of a concrete pad for vehicle use, herein known as Base Bid. Design drawings with specifications are attached for Bidder information and use.

The Metropolitan Knoxville Airport Authority will receive bids for the work until **2:00 p.m., Friday, September 23, 2022**. The bids will be received via email to [bids@tys.org](mailto:bids@tys.org). Bids received after the stated time will not be accepted. All work shall be performed in strict accordance with the Project Documents. The work includes, but is not limited to the following:

The furnishing of all:

- Services
- Labor
- Materials
- Equipment
- Incidentals
- Tools
- Permits
- Miscellaneous Fees & Services
- Bonds, Contract Security and Insurance

required for the construction and completion of the Project; and submission of materials submittals, forms, applications, equipment, warranties/registration and other documents as required by applicable regulatory authorities.

### Title VI Solicitation Notice

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

The MKAA reserves the right to reject any and all bids or to accept any bid that is deemed to be more advantageous to the MKAA.

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## Summary

### Agreement

The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the Work (the Contract), shall consist of the following: Airport Authority's standard Purchase Order, the RFB, bid form, and all required attachments.

### Storage

No storage of materials, including excavated and demo materials, or equipment will be allowed without prior written approval of MKAA.

### Procurement and Ethics Requirements

The Respondent must agree to comply with all normally accepted procurement and ethics standards. Please refrain from contacting Airport Authority Board Members or Officers.

### Explanation by Addendum Only

No interpretation of the meaning of any provision in this RFB or the correction of any apparent ambiguity, inconsistency, error, or any other matter pertaining to this RFB shall be made orally. Every request for interpretation or for additional information regarding this RFB shall be made in writing, via email to Chris Grubb, Facilities Manager, by e-mail at [chris.grubb@tys.org](mailto:chris.grubb@tys.org) with the subject line "**Parking Garage Generator Maintenance Pull Off RFB**". All inquiries must be received before **4:30 PM Friday, September 13th, 2022**. Should an Addendum be issued, the Respondent must acknowledge receipt on the bid form.

### Evaluation Criteria

The selection will be based on lowest responsive bid.

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### Pre-Bid Meeting and Site Visit

Only one site visit/pre-bid meeting has been scheduled. The meeting is mandatory and the date and time is **Wednesday, September 14, 2022 at 1:30 PM**. Location of the meeting will be the McGhee Tyson Airport, 2055 Alcoa Hwy, Alcoa, TN 37701, Attendees should park in the parking garage and parking will be validated then proceed to the first floor of the garage at the elevator.

### Bid Content and Submission

All bids must include a cover letter indicating the Respondent's name, address, telephone number, and email address. An authorized representative of the firm must sign the bid in ink.

Bids shall contain all required information outlined in this RFB.

### Submission Procedure

Bids should be submitted to:

[bids@tys.org](mailto:bids@tys.org)

Subject: **Parking Garage Generator Maintenance Pull Off RFB**

The submission must be received at the above email no later than **2:00 p.m. on Friday, September 23, 2022**.

### Additional Information

The MKAA reserves the right to cancel or modify the terms of this RFB at any time. The MKAA will provide the Respondents with written notice of cancellation or modification.

## Schedule

Contract Time will be 21 calendar days from the date of Notice to Proceed. Night work is a possibility, if determined by MKAA. Clarification of night work requirements will be provided after Pre-bid meeting.

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## Detailed Scope of Services

### I. General Description

The basic scope of the project is to provide a concrete pull off to park two maintenance vehicles with a trailer in order to provide safety from vehicular traffic for the maintenance workers. The details of the scope follow.

### II. Scope

#### A. Project Scope

- a. The Project consists of constructing a concrete pad in accordance with the specifications listed and with supplemental drawings.
  1. This includes demolition of grass/soil, asphalt, and sidewalk sections to achieve the proper grade.
  2. This includes ensuring the pad is poured properly to allow for proper drainage – a 1.5% drop from edge of asphalt towards parking garage.
  3. The total length of the pad will be 70 feet.
  4. The overall pad width will be 7 feet.
  5. The depth of the concrete pad will be 5 inches.
  6. The subgrade will need to be prepared properly with a minimum of 4 inches of mineral aggregate base.
  7. The concrete pad will have welded wire fabric reinforcement inside the pad with a minimum of 2 inches surrounding the steel.
  8. The pad will have expansion joints (either tooled or saw cut) every 5 feet
- b. The project will also include the installation of a concrete step that will act as a transition from the pull off pad to the existing concrete sidewalk. The width of the step will match the existing concrete sidewalk. The length and depth of the step will need be laid out in the field to ensure a smooth, safe transition from pad to the existing sidewalk.
- c. The project also includes a final grading aspect. The grade will need to match the 1.5% drop of the pad towards the garage for 3 feet away from the pad. After 3 feet the grade will be as necessary for tie into the existing slope. It is anticipated that enough material will be excavated for the pad construction to complete this grade work. If additional material is needed it will be negotiated separately in a change order.
- d. Any additional excavated soil will be placed around the existing sidewalk and generator building to ensure that water will drain properly away from the pad, buildings, and walkway.

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- e. Any water storage needed by the contractor must be provided. MKAA will provide a water source to fill up the tank.

#### B. Requirements/Minimum Work Standards

- a. Coordination with MKAA about schedule and phasing of work.
- b. Tennessee One Call guidelines to be followed.
- c. All areas of work to be maintained clean and free of debris throughout each workday.
- d. Providing of all required maintenance of traffic, including work zone traffic control. Traffic Control plans must be created and reviewed with MKAA.
- e. Perform work according to the specifications and drawings provided.
- f. All Debris/Trash to be removed by Respondent (no onsite disposal of demolition or construction materials is provided and/or permitted).

#### C. Deliverables, Reports, and Delivery Dates

- a. A basic report of daily activity needs to be submitted to [chris.grubb@tys.org](mailto:chris.grubb@tys.org) at the end of each workday.

### **III. Work Requirements**

- A. The Respondent shall have a minimum of five (5) years of continuous and recent experience in providing concrete pad construction such as demolition, installation, and maintenance.
- B. The Respondent must be qualified and licensed to conduct business in the State of Tennessee.
- C. The Respondent will supply all labor and equipment (including trucks and lifts) to perform the work.
- D. The Respondent must show proof of an EMR Safety Rating of < 1 (E- Mod Letter or Letter from the Insurance Carrier).
- E. Required Insurance Documentation as previously noted.
- F. If awarded a Contract, to execute and deliver to MKAA, within ten (10) days after the receipt of Notice of Intent to Award the Contract. In addition, Certificates of Insurance for the coverage must be submitted at the same time.

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## **Contractual Requirements**

**Choice of Law.** The laws of the State of Tennessee must govern the operation and enforceability of any resulting Agreement from this Invitation to Bid. Any action or legal proceeding arising out of or related to any resulting Agreement from this Invitation to Bid must be brought in the state courts of Knox County, Tennessee, or in the federal court in the district where the Airport is located.

**Indemnification.** MKAA cannot indemnify the Selected Company in any resulting Agreement from this Invitation to Bid with respect to any matters.

**Confidentiality.** MKAA cannot agree to confidentiality provisions in any resulting Agreement from this Invitation to Bid due to open records laws.

**Federal Aviation Administration Provisions.** The Selected Bidder must agree to comply with Civil Rights provisions and any other applicable Federal Aviation Administration requirements in any resulting Agreement from this Invitation to Bid.



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### DBE Program

Firms shall comply with the MKAA approved DBE Program (available at [www.flyknoxville.com](http://www.flyknoxville.com)) to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts and shall not be discriminated against on the basis of race, color, national origin, disability, or sex in the award and performance of DOT assisted contracts or other contracts defined by the MKAA.

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**List of Exhibits and Drawings**

- Exhibit A – Ins. and Ind.
- Exhibit B – Bid Form
- Exhibit C – Civil Rights Provisions
- Exhibit D – Demolition and Installation Drawings

## **Exhibit A Insurance and Indemnification**

- 1) **INSURANCE:** Contractor shall purchase and maintain such commercial general liability with a designated construction project general aggregate limit endorsement, comprehensive automobile liability, pollution liability, and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any SubContractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
  - a) Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;
  - b) Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - d) Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason;
  - e) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
  - f) Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property;
  - g) Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle;
  - h) Claims for bodily injury and property damage as a result of a pollution incident; and
  - i) Claims for remediation costs as a result of pollution incidents resulting from Contractor's operations.

The insurance required by paragraph 1 shall include the specific coverages and be written for no less than the limits of liability and coverages specified in paragraph 3 or required by law, whichever is greater. The commercial general liability insurance shall include completed operations insurance. All Contractor policies must include a Waiver of Subrogation in favor of Owner. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner and Engineer by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work in accordance with warranty.

- 2) **INDEMNIFICATION:** Contractor shall protect, defend, indemnify and hold harmless the Owner and its Commissioners, officers and employees from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property or of the alleged violation of any laws or ordinances, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees) of any nature whatsoever arising out of or incident to the Contract Documents and/or the use or occupancy of the Airport by, or out of the acts or omissions of,

Contractor's officers, agents, employees, subcontractors, contractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused predominantly by the negligence of the agents, servants or employees of the Owner. The Owner shall give to Contractor prompt and timely notice of any such claim or action against it. The Owner shall be entitled to choose counsel to represent it at Contractor's expense in connection with matters covered by the provisions of this section, and said provision shall survive the expiration or earlier termination of this Agreement. Contractor and its insurer, or either of them, shall have the right to compromise and defend all claims, actions, suits or proceedings to the extent of Contractor's interest therein; and in connection therewith the parties hereto agree to cooperate fully with each other and with Contractor's insurer in the defense thereof.

In any and all claims against Owner, its Commissioners, officers, and employees or Engineer or any of their consultants, agents or employees by any employee of Contractor, any SubContractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 1.2.1 above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such SubContractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3) **COVERAGES:** The limits of liability for the insurance required by Paragraphs 1.1 shall provide coverage for not less than the following amounts or greater where required by law:

a) Workers' Compensation, etc.:

- i) State: Statutory
- ii) Applicable Federal (e.g. Longshoreman's) Statutory
- iii) Employer's Liability \$1,000,000

b) Commercial General Liability with a designated construction project general aggregate limit endorsement for the Project:

- i) Bodily Injury and Property Damage: \$1,000,000  
Combined Single Limit (Per Occurrence)
- ii) The Contractor's General Liability insurance shall provide coverage for the following: (1) Premises - Operations, (2) Independent Contractors, (3) Products/Completed Operations Hazard, (5) Underground Hazard, (6) Broad Form Property Damage, (7) Where applicable, Explosion and Collapse Hazard, and (8) Personal Injury.

c) Comprehensive Automobile Liability:

- i) Bodily Injury and Property Damage: \$1,000,000  
Combined Single Limit (Per Occurrence)
- ii) The Contractor's Comprehensive Automobile Liability Insurance shall provide coverage for Bodily Injury and Property Damage per Occurrence for owned, hired and non-owned vehicles.
- iii) If privately owned vehicles (P.O.V.) are used in Air Operation Area (A.O.A.), the

certificate of insurance shall state that employees' P.O.V. are covered under this policy.

d) Contractor's Pollution Liability:

- i) Bodily Injury, Property Damage, and Remediation: \$1,000,000
- ii) Contractors Pollution Liability shall provide coverage for third party claims for bodily injury, property damage, and remediation costs as a result of pollution incidents resulting from Contractor's operations.

- e) The Metropolitan Knoxville Airport Authority, its Commissioners, Officers, and Employees; and C2RL Engineers, Inc., its staff and consultants shall be named as additional insured with respect to the above policies (excluding Worker's Compensation) with right of notice in the policy.

Contractor shall purchase and maintain such Protective and Contractual Bodily Injury Liability Insurance and such Protective and Contractual Property Damage Liability Insurance as shall be required by any public bodies or utility companies whose property, facilities, or right-of-way may be affected by the Work to be done under this Contract.

Contractor will provide such additional information in respect of insurance provided by him as the Owner may reasonably request. Failure by Owner to give any such notice of objection within the time provided shall constitute an acceptance of such insurance purchased by Contractor as complying with the Contract Documents.

- 4) CERTIFICATES: Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with Owner before operations are begun. Certificates shall not merely name the types of policy provided but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this Article. The certificates shall, in addition to the information relative to the insurance required, contain the following:

- a) Inception and expiration dates of insurance policy.
- b) Limits of liability provided (Public Liability and Property Damage).
- c) Coverage provided, including special hazards if required.
- d) Name of insurance company.
- e) Policy Number.
- f) Additional interests covered.
- g) Statement that the Explosion, Collapse, and Underground exclusions do not apply.
- h) Certificate shall reflect self-insured retention applicable to any Contract of Insurance.
- i) Excess liability certified Contracts must state underlying insurance requirements.
- j) Project number and nature of work.

No certificate will be accepted which exculpates the issuer or reduces any rights conferred on the Owner by the above certificates, nor will they be accepted unless the certificates bear a live signature of a direct representative of a company authorized to do business in Tennessee.

No certificate will be accepted unless the person signing the certificate certifies, in a separate letter, his exact relationship with the insurance carrier or carriers indicated in the certificate.

The Owner may, at his discretion, modify or waive any of the foregoing requirements. No Contract of insurance containing a "claims made" insuring agreement will be acceptable unless the Contractor offering such insurance to fulfill the requirements of this Contract agrees that each such Contract of insurance shall be renewed for the entire existence of the Contractor, their successors or assigns; and that on termination of such coverage which is not replaced by a

similar Contract with the required limits of liability, a "tail policy" will be purchased with limits not less than those required by this Contract.

**Exhibit B Bid Form**

(Failure to furnish all requested data will be cause for considering Bidder non-responsive and may render this Bid invalid on that basis.)

**BID FOR: Parking Garage Generator Maintenance Pull Off**

**SUBMITTED TO: METROPOLITAN KNOXVILLE AIRPORT AUTHORITY**  
 McGhee Tyson Airport  
 2055 Alcoa Hwy, Suite I  
 Alcoa, Tennessee 37701

**SUBMITTED BY:** \_\_\_\_\_  
 Bidder's Name  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City, State, and Zip Code  
 \_\_\_\_\_  
 Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**Total Base Bid \$ \_\_\_\_\_**

**Addendums**

1	2	3	4	5	6	7

1. The undersigned, hereinafter called Bidder, in compliance with the "Advertisement," accepting all of the terms and conditions of the "Request for Quotes," proposes and agrees, if awarded the Contract, to enter into an Agreement with the Owner in the form of Agreement included in the Contract Documents, to furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work to be performed under this Contract within the Contract Time indicated in this Bid, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner, for the amount contained in the Bid Summary.
2. If awarded a contract, Bidder will sign the Agreement and submit documents required by the Contract Documents within 30 days after the date indicated in Owner's Notice of Award.
3. In submitting this Bid, Bidder represents that:
  - (a) Bidder has become thoroughly familiar with the terms and conditions of the proposed Contract Documents accepting the same as sufficient to indicate and

convey understanding of all the conditions and requirements under the Contract, which will be executed for the Work.

- (b) Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.
- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- (d) That no member of the Authority or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor in the Contract or any part of the Contract which may be awarded the undersigned on the basis of such Bid.
- (e) It is a condition of this Bid and any subsequent contract entered into pursuant to this Bid, and it shall be made a condition of each subcontract entered into pursuant to the prime contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standards, Title 29, CFR, Part 1518 36FR7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 83, Stat. 96; that it is a further condition of this Bid that he shall be solely responsible for the enforcement of such Construction and Health Standards, and that he definitely understands that the Owner and his authorized representatives will not assume any liability resulting from his failure to police and enforce all such standards.
- (f) The description for Lump Sum Base Bid, being briefly stated, implies, although it does not mention, all incidentals and that the prices submitted by the Bidder will be considered by the Owner to cover all such work, equipment costs, and incidentals as constitute Bidder's obligations as described in the Contract Documents.
- (g) The Lump Sum Base Bid includes all applicable taxes and fees. Bids shall also include appropriate provisions for price escalation for materials and labors including but not limited to increase in federal, state, or local sales taxes and income or FICA taxes.

4. Contract Time: Bidder agrees that:

- (a) The work will be completed in accordance with the schedule outlined in the Contract Documents.



(b) The Contractor will commence work with an adequate force and equipment at the time stated in the Notice to Proceed, and complete all work in the number of days stipulated from the date stated in said notice without working overtime or on Saturdays, Sundays, or legal holidays except as specifically allowed by the Contract Documents and approved by the Owner.

5. Name and business address (mailing and street) of Bidder to which all formal Notices shall be sent:

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6. The Bidder shall state on the line below, if a corporation, the name of state in which incorporated and the date of said incorporation.

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Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

7. Signature Block:

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

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of individual,  
partner or officer signing the  
Bid)

License Number \_\_\_\_\_

NOTE: 1. If Contractor is a Corporation, Secretary should attest and seal.

2. If Contractor is a Partnership, all partners shall execute the Bid (add spaces as required).

3. If the Contractor is a Limited Liability Company, Secretary should attest.

## EXHIBIT C

### REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM AND FOR OBLIGATED SPONSORS

Federal Laws and regulations require that recipients of federal assistance include contract provisions in certain contracts without modification. The provisions in this section apply to this Agreement. The Company shall incorporate the applicable provisions, as indicated in this section, in all of the subcontracts that it enters into for work to be performed related to this Agreement.

Certain provisions must be included in all sponsor contracts, regardless of *whether or not* the contracts are federally funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

#### 1. GENERAL CIVIL RIGHTS PROVISIONS

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

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

#### 2. TITLE VI COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

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

##### 1) COMPLIANCE WITH REGULATIONS

The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

##### 2) NON-DISCRIMINATION

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

##### 3) SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

##### 4) INFORMATION AND REPORTS

The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5) **SANCTIONS FOR NONCOMPLIANCE**

In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- 1) Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
- 2) Cancelling, terminating, or suspending a Contract, in whole or in part.

6) **INCORPORATION OF PROVISIONS**

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

3. **TITLE VI LIST OF PERTINENT NON-DISCRIMINATION 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:

- 1) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 2) 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);
- 3) 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);
- 4) 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;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) 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);
- 7) 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);

- 8) 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;
- 9) 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);
- 10) 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;
- 11) 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);
- 12) 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.).