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REQUEST FOR QUALIFICATIONS (RFQ)

RFQ NUMBER: 905-0223-24

FOR

**Architectural/Engineering Services; and
Environmental/Planning Services; and
Construction Management/Inspection Services
at the Solano County Nut Tree Airport**

RELEASE DATE: March 1st, 2023

RESPONSE DUE: April 14th, 2023 5:00 PM, PST

SUBMIT SOQ TO:	RFQ COORDINATOR
Solano County digitally via Bonfire E-Procurement Platform Solano County Portal website at https://solanocounty.bonfirehub.com	James Kasey, Buyer Phone: 707/784-6976 jckasey@solanocounty.com
Any proposer participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the Solano County website at www.solanocounty.com . Include the application with your proposal. The County will post any changes and information relating to this RFQ digitally via Bonfire E-Procurement Platform. Proposers are responsible for frequently checking the Bonfire Platform at https://Solanocounty.Bonfirehub.Com for any changes or information relating to this RFQ.	

1.0. INTRODUCTION

The purpose of this Request for Qualifications (RFQ) is to define the County's minimum requirements, solicit Statement of Qualifications, and gain adequate information by which the County may evaluate the services offered by Proposers that fall within the scope of services as further described in Section (3) of this RFQ.

The County of Solano, Nut Tree Airport, hereinafter referred to as the "County," periodically issues a Request for Qualifications (RFQ) to select qualified aviation consulting firm(s). The County intends to secure a contract with a qualified proposer(s) to perform work in each of the following three (3) disciplines: 1) architectural/engineering; 2) environmental/planning; and 3) construction management/inspection services. Respondents are invited to respond to either one, two, or all three disciplines.

This document is intended to provide interested consultants with sufficient information to prepare and submit a proposal for consideration by the County.

2.0. BACKGROUND

The Solano County Nut Tree Airport is a pro-growth development airport. The Nut Tree Airport has a 4,700-foot-long runway, approximately 200 based aircraft, 117 aircraft hangars, and generates approximately 91,500 aircraft operations per year. All hangars and aeronautical commercial office spaces have been at 100% occupancy since 2012 and there is demand for building commercial, corporate, and private hangars. The Airport includes 11 on-airport businesses and generated an estimated \$6.8 Million in total economic value in 2016 to the local and regional economy.

The Nut Tree Airport is operated on the guiding principle of delivering excellent and responsive customer service to the flying public, on and off-airport businesses and organizations, and to the surrounding community. The Airport's Mission and Visions Statements as expressed in the Nut Tree Airport Business Plan are:

Airport Mission Statement: To provide excellent services to all Airport customers for the advancement of aviation.

Airport Vision Statement: To promote and develop the Airport as a regional economic asset by supporting complementary aeronautical and commercial enterprise and maximizing economic development opportunities.

Additional information on the Nut Tree Airport can be found at www.FlyNutTree.com.

3.0. SCOPE OF SERVICE/ PROJECT

Solano County will retain the professional services of a qualified airport consulting firm (Firm), or combination of Firms, for a three-year period with option to renew for an additional two years. See Exhibit A for project description and full scope of work.

All projects at the airport will be funded by a combination of Federal, State, and local funding, and are expected to be accomplished over the course of several grant projects. A summary of the airport's FAA ACIP (2023-2028) is included as Exhibit D-3.

Selection of airport consultant(s) will follow the FAA's Advisory Circular 150/5100-14E, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects. Services will be divided into three different disciplines:

- 1) Architectural / Engineering
- 2) Environmental / Planning
- 3) Construction Management / Inspection

Respondents are invited to respond to either one, two or all three disciplines.

Services are limited to those projects which can be reasonably initiated within the contract term of five (5) years of the date that any contract signed with the Firm(s). The County reserves the right to initiate additional procurement action for any of the architectural and/or engineering, environmental and/or planning or construction management and/or inspection services included in its initial procurement. Services under this contract are not limited solely to the benefit of Nut Tree Airport. To the extent Consultant's services are compatible with the needs of other County departments or agencies, those agencies are at liberty to contract for Consultant's services under the terms of this agreement.

The fee for services will be established at the time those services are needed. A fee estimate shall be performed for each project that is executed. If a fee cannot be agreed upon between the County and the consultant, then negotiations are terminated with that consultant. If negotiations with the Firm first selected are not successful, negotiations may be initiated with the Firm given second preference. This procedure may be continued with the other Firms in sequence of ranking selected by the County until a mutually satisfactory agreement has been negotiated.

Funding for professional consulting aviation services under this RFQ is expected to be provided through individual Federal Aviation Administration AIP grants and other sources.

4.0. CONTRACT DURATION AND FUNDING AVAILABILITY

- a. The County intends to award up to three (3) contracts, each for the duration of three-years to the responsible Firm(s) whose Statement of Qualifications are determined to be the highest level of responsiveness to the requirements outlined in this RFQ. The term of the resulting

Master Services Agreements will begin on or about (June 2023), and terminate on (July 2026). The County reserves the right to award a three-year contract through this RFQ, which may be renegotiated and/or renewed/extended, subject to contractor performance and continued funding, for one additional two-year term without a competitive bid process, representing a total contract term of no more than five (5) years at the sole discretion of the County, provided the County notifies the Firm in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this contract will be affected through an amendment to the contract. If the extension of the contract necessitates additional funding beyond that which was included in the original contract, the increase in the County's maximum liability will also be affected through an amendment to the contract and shall be based upon rates provided for in the original contract and response.

- b. The funding or portions of this funding for subsequent Adjusted Services Authorization (ASA) resulting from this RFQ may be contingent upon the receipt of funds from and/or obligation of funds by Federal and State grants and inclusion of sufficient funding for the services hereunder in the budget approved by the County's Board of Supervisors for each fiscal year covered by said contract. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, the contract may be immediately terminated, reduced, or modified without penalty.

5.0. SCHEDULE OF EVENTS

March 1, 2023	RFQ issued
March 20, 2023	Questions concerning RFQ and project emailed to jckasey@solanocounty.com or submit digitally via Bonfire E-Procurement platform Solano County Portal at https://solanocounty.bonfirehub.com no later than 5:00 PM PST.
March 31, 2023	The County's response to questions posted Bonfire E-procurement platform https://solanocounty.bonfirehub.com
April 14, 2023	An electronic submission of Proposals via Bonfire E-Procurement Platform Solano County Portal at https://solanocounty.bonfirehub.com are due no later than 5:00 p.m. Late submittals will not be accepted.
April 14, 2023 – April 28, 2023 (Tentative)	If required Interviews and Presentations; County review period
April 28, 2023 (Tentative)	Notification of selected contractor
TBA	Contracting process
TBD	Project commences

The County reserves the right to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule will be posted on the Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com>. Proposers shall frequently check the Bonfire E-Procurement Platform Solano County Portal website at <https://solanocounty.bonfirehub.com> for any updates related to this RFQ.

To subscribe with Bonfire and receive electronic notifications regarding this and other bidding opportunities of the County, visit the free Vendor Registration page at <https://solanocounty.bonfirehub.com> and follow the instructions provided.

6.0. INSTRUCTIONS TO PROPOSERS

Proposals shall contain the following information and shall be organized in the same order as provided herein. Respondents are invited to respond to either one, two, or all three disciplines in separate Statement of Qualifications (SOQ's). The proposal (excluding the cover letter and resumes) may not exceed a total of 25 single-sided, 8.5" x 11", numbered pages. Cover letter, key personnel resumes, and required completed Attachments/Exhibits will not be considered as part of the proposal total. Number each page consecutively.

Each of these section headers shall be listed in submitted proposal with pertinent information provided under the specific header:

- a. Cover Letter. The proposal must be submitted with a cover letter describing the proposer's interest and commitment to the proposed project. Respondent shall identify the specific service discipline being submitted. Additionally, the letter must state that the proposal is valid for a one hundred twenty (120) day period.

Address the cover letter as follows:

Solano County General Services Department
Purchasing Services
675 Texas Street Suite 2500
Fairfield, CA 94533
Attention: James Kasey, RFQ Coordinator

- b. Approach and Management Plan. This section shall provide the proposer's proposed approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among consultant staff, County staff and any other parties that may have a significant role in the delivery of this program.

c. Company Information. This section shall state:

- i. The legal name of the company which can enter into a contract with the County and any alternate names for which the company is known (D.B.A.);
- ii. Mailing, and physical address(es);
- iii. Remit-to billing address;
- iv. Phone, fax, and website (if applicable);
- v. Organization type;
- vi. Federal I.D. number
- vii. List of owners;
- viii. List of corporate officers with titles (if applicable); and
- ix. Name (first and last), title, mailing address, phone number, fax and email of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFQ.

d. Company History, Experience, and Qualifications.

- i. Clearly state the professional service your firm is submitting for evaluation. Proposals shall be separated by discipline; firms submitting for one, two, or all three disciplines shall submit standalone proposals to Solano County for each.
- ii. Furnish the name, complete mailing address, telephone number, and e-mail address of the contact person for your proposal.
- iii. Provide a brief history of the firm, including a description of your firm's prior experience and qualifications providing similar services to airports. How long has the firm been in business, approximately how many employees and their qualifications?
- iv. Provide names and resumes of the key personnel who will be assigned to provide services, outlining their credentials and experience, as well as their capacity to begin work immediately following contract execution. Resumes should be included in an appendix to the proposal.
- v. Describe the firm's qualifications, experience and knowledge of State and FAA regulations, policies, procedures, and Advisory Circulars in relation to providing the services covered by the proposal. Include in this section any knowledge of local conditions and projects completed that would be pertinent to Nut Tree Airport's proposal projects.
- vi. If the firm intends to subcontract any services to other consultants, the proposal shall identify those consultants and describe the consultants' experience in providing the services.
- vii. Describe the firm's current workload and ability to meet schedules and timelines.
- viii. Describe projects the firm have undertaken at, or in proximity to the Airport.
- ix. Describe experience working with airports that encompass environmentally sensitive areas.

- x. A signed letter by authorized person shall be submitted with each copy of the proposal. This letter establishes the authority to submit a proposal and makes the proposal binding for one hundred twenty (120) days from the date of its receipt by the County and establishes the proposer's understanding of an agreement with all the terms and conditions contained in this RFQ.
- e. References. Provide three (3) references (company, contact, phone number, date(s) and description of service(s) provided). References should be entities for which similar work has been completed. Respondent may choose to use the same references for each discipline responded to but are encouraged to have references relevant to the discipline being submitted.
- f. Additional Relevant Information. This section invites additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages; is not included in the total page count for the proposal).
- g. County Contract: Proposers must include a statement of acknowledgment that the proposer has reviewed the County of Solano Standard Contract (Exhibit I - Standard Contract, including Exhibits A through D) and has accepted it with or without qualification.

If the proposer makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. If the proposer makes no qualifications to the Standard Contract, including exhibits, then it shall be deemed that the proposer accepts these items without reservation or any qualifications.

- h. Disclosures. A complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Respondent or a verification of no responsive incidents. Failure to comply with the terms of this provision may disqualify any proposal. Solano County reserves the right to reject any proposal based upon the Respondent's prior history with the County or with any other party, which documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failures. **If there are no disclosures to report, this section must still be included in submittal with an indication that there are no reportable disclosures.**
- i. Submittal of Proposal: An electronic submission of Proposals via Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com> are due **no later than the time and date set forth in the Schedule of Events**. Any hard copy submission will be retained in the file unopened and will be considered disqualified. Please register with Bonfire as soon as possible for uninterrupted notification and access to County bid opportunities.

How to Register with Bonfire E-Procurement Platform: The County of Solano, Purchasing Services is now partnering with **Bonfire Interactive** to create an electronic procurement portal that will allow you to receive notifications of County business opportunities and submit bids and proposals to Solano County digitally. All proposers who wish to compete for County work, must register with Bonfire Interactive.

To subscribe with Bonfire Interactive and receive electronic notifications regarding upcoming and/or current bidding opportunities with the County of Solano, visit the vendor registration page at <https://solanocounty.bonfirehub.com/portal/?tab=login> and follow the instructions provided.

When registration is completed, proposers will receive email notifications of bidding opportunities that match the commodity/services listed in the vendor profile. It is critical to list the National Institute of Purchasing (NIGP) codes related to the services and/or commodities offered by the vendors/contractors.

For further information, please contact Solano County Purchasing Services at Purchasing@solanocounty.com or (707) 784-6320.

7.0. EVALUATION OF PROPOSALS

- a. Selection of airport consultant(s) will follow the FAA's Advisory Circular 150/5100-14E, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.
- b. Evaluation Committee: A County Evaluation Committee (CEC) will evaluate all proposals. The CEC will be composed of County staff and other parties that may have relevant expertise or experience. The CEC will score and recommend proposals in accordance with the evaluation criteria set forth in this RFQ. Evaluation of the proposals shall be within the sole judgment and discretion of the CEC.
- c. Evaluation Criteria: The CEC team will rank the proposals received in each discipline in accordance with the evaluation criteria and their respective weights in the following manner:

Company History, Experience, and Qualifications Evaluation Criteria	Maximum Points
Approach & Management Plan:	
Capability to perform all or most aspects of the projects and recent experience in airport projects comparable to the proposed task.	15
Capability of a branch office that will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.	10
Understanding of the potential challenges and the sponsor's special concerns.	10
Qualifications, Experience, & References:	
Key personnel's professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies, and procedures.	15
Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns.	10
Qualifications and experience of sub-consultants regularly engaged by the consultant under consideration.	10
Work Plan & Schedule:	
Capability to meet schedules or deadlines.	10
Ability to furnish qualified inspectors for construction inspection if applicable.	10
Degree of interest shown in undertaking the project and their familiarity with and proximity to the geographic location of the project.	10
Total Points	100

- d. Interviews: Proposers may need to attend an interview. The project manager and any key team members should attend the interview. The determination as to the need for interviews, the location, order, and schedule of the interviews is at the sole discretion of the County. The evaluation interview panel may include representatives from the County and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The proposer must bear all costs incurred to attend.

8.0. AWARD NOTICE AND ACCEPTANCE PERIOD

- a. The apparent best Qualification Based Respondent in each of the three (3) disciplines should be prepared to enter into contract(s) with the County which shall be substantially the same as the Standard Contract (Exhibit I - Standard Contract, including Exhibits A through D) included in this RFQ. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.
- b. If a proposer fails to sign and return the contract drawn pursuant to this RFQ and final contract negotiations within 14 days of its delivery to the Respondent, the County may cancel the award and award the contract to the next best Qualification Based Respondent .

- c. The County intends to award a contract to the firm(s) who distinguish themselves as capable of the type and breadth of services provided for in Exhibit A as evident in submitted Proposal. Selection and determination of qualifications is at the sole discretion of the County.

The County will attempt to negotiate a contract with the Firm(s) submitting the top ranked Proposal, in each of the three (3) disciplines specified. If no contract can be successfully negotiated with the top ranked respondents, then the County may, at its election enter negotiations with the next highest ranked respondent; and move down the list of respondents in order of scoring until a contract can be negotiated.

Upon selection of qualified respondent(s), completion of successful negotiations, and distribution of the "Intent to Award Notification" has taken place, the contract will be presented to the appropriate authority level for authorization.

The County reserves the right to decline awarding a contract to any of the Respondents.

9.0. PROTEST AND APPEAL

Any actual responding firm who wishes to protest the Notice of Intent to Award a contract may submit a protest. The protest must be submitted in writing to the Director of General Services within 7 calendar days after such responding firm knows or should have known of the facts giving rise to the protest, but in no event later than 7 calendar days after the date of the Notice of Intent to Award the contract.

All letters of protest shall clearly identify the reasons and basis for the protest. The protest must also state the law, rule, regulation, or policy upon which the protest is based.

The Director of General Services will issue a written decision within 10 working days after receipt of the protest which shall include the reason for the action taken and the process for appealing the decision.

10.0. TERMS AND CONDITIONS

- a. The County's Purchasing & Contracting Policy Manual, found at <http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=21595>, is fully incorporated into and made a part of this RFQ by this reference and governs this RFQ.

b. RFQ Amendment, Cancellation and Right of Rejection.

- i. The County reserves the unilateral right to amend this RFQ in writing at any time by posting the amendment on the County's website. Proposers are responsible to view the website periodically for any amendments to the RFQ. Proposers shall respond to the final written RFQ and any exhibits, attachments, and amendments. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFQ.
 - ii. The County reserves the right, in its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFQ requirements or excuse the applicant from full compliance with the RFQ. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFQ.
- c. Confidentiality. The County will retain a master copy of each response to this RFQ, which responses will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law under Government Code section 6250 et seq. Proposers may clearly label part of a submittal as "**CONFIDENTIAL**" if the proposer agrees to indemnify and defend the County for honoring such a designation. The failure to have so labeled any information shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the proposer of the request and delay access to the material until 7 working days after notification to the proposer. Within that time delay, it will be the proposer's duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

11.0. ATTACHMENTS AND EXHIBITS

Attachment 1:	Signature Page
Attachment 2:	Question and Answer Form
Attachment 3:	Non-Collusion Declaration Form
Attachment 4:	Certification of Compliance
Attachment 5:	Solano County Reservation
Attachment 6:	Disclosure of Criminal and Civil Proceedings
Attachment 7:	Debarment Certification

Exhibits I:	County Standard Contract
Exhibit A:	Scope of Work
Exhibit B:	Budget Detail and Payment Provisions
Exhibit C:	General Terms and Conditions
Exhibit D:	Special Terms and Conditions
Exhibit D-1:	Drug-Free Workplace Certification
Exhibit D-2:	Sample Contractor Assurance
Exhibit D-3:	FAA ACIP (2023-2028)
Exhibit D-4:	FAA Provisions

**SOLANO COUNTY
REQUEST FOR QUALIFICATION (RFQ) NO.: 905-0223-24
ARCHITECTURAL/ENGINEERING SERVICES; AND ENVIRONMENTAL/PLANNING
SERVICES; AND CONSTRUCTION MANAGEMENT/INSPECTION SERVICES AT THE
SOLANO COUNTY NUT TREE AIRPORT**

SIGNATURE PAGE

Every submittal must contain a fully executed signature page, supplying all required information, signature, and type name and title of the individual legally authorized to commit the contractor to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

I hereby certify that I have read, acknowledge, understand, and agree to the content(s) of the following notices:

CERTIFICATION – RESPOND TO THE FOLLOWING BY WRITING **(YES)**, **(NO)** OR **(N/A)**

Non-Collusion Declaration (Complete form and return with proposal)	
Certification of Compliance	
Reservations	
Disclosure of Criminal and Civil Proceedings	
Debarment Certification	
Documents to be returned (8)	
Other (Please specify): Exhibits: D-1, D-2 & D-4	

SIGNATURE AND ACKNOWLEDGMENT:

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

BY SIGNING THE ABOVE, I CERTIFY THAT I AM AUTHORIZED BY THE COMPANY NAMED ABOVE
TO RESPOND TO THIS FORM.

RETURN WITH YOUR PROPOSAL

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QUESTIONS AND ANSWERS FORM

Any questions regarding this solicitation shall be submitted according to the process outlined below and as specified in the solicitation document. The county's response to questions will be as specified in the solicitation documents.

1. Submit questions or concerns on the form provided.
2. State your question(s) in the table and reference the section of the solicitation (if applicable).
3. Submit the form (**Microsoft word only**) via email to solicitation buyer by email at jckasey@solanocounty.com or preferably submit digitally via Bonfire E-procurement platform Solano County Portal. Please contact the coordinator with any questions regarding this process, preferably via email.
4. Please use an additional page for more questions:

QUESTIONS AND ANSWER

NO.	REFERENCE SECTION OF SOLICITATION	QUESTIONS / COMMENTS	COUNTY RESPONSE (FOR COUNTY USE ONLY)

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

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NON-COLLUSION DECLARATION PURSUANT TO PUBLIC CONTRACT CODE SEC. 7106

The undersigned declares: I am the _____ of _____,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed by:

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 1.

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CERTIFICATION OF COMPLIANCE

CERTIFICATION:

The bidder does hereby make certification and assurance of the Proposer's compliance with:

- a) The laws of the County of Solano:
<http://www.codepublishing.com/CA/SolanoCounty/>
- b) Title VI of the federal Civil Rights Act of 1964:
<https://www.justice.gov/crt/fcs/TitleVI-Overview>
- c) Title IX of the federal Education Amendments Act of 1972:
<https://www.justice.gov/crt/title-ix-education-amendments-1972>
- d) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:
<https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity>
- e) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:
<https://www.ada.gov/pubs/adastatute08.html>
- f) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,
- g) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this SOLICITATION.

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 1.

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SOLANO COUNTY RESERVATIONS

COUNTY OF SOLANO HEREBY RESERVES THE FOLLOWING RIGHTS:

The County of Solano reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County, and not necessarily to the lowest Contractor. The intended bid award will be determined to be the most professionally and technically able to render services and perform associated work in support of the department to fulfill all contract requirements.

Right of Rejection

1. The County reserves the right to reject any and all bids, or to cancel this SOLICITATION in part or in its entirety.
2. The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.
3. The County reserves the right to amend this SOLICITATION at any time. The County also reserves the right to cancel or reissue the SOLICITATION at its sole discretion.
4. Any bid received which does not meet the requirements of this SOLICITATION, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this SOLICITATION.
5. To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.
6. To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.
7. To reject any and all proposals considered not to be in the best interest of the County.
8. To waive any and all minor irregularities in bids.
9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 1.

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PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations.

Note: if no civil and criminal proceedings within the last 10 years, indicate here and return this attachment with your proposal.

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 1.

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SOLANO COUNTY NUT TREE AIRPORT

DEBARMENT CERTIFICATION

I, _____, by submitting a bid/offer/proposal/quote to the County of Solano, under penalty of perjury, hereby certify that the Prospective Contractor and/or its officers, directors, and employees:

- (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program;
- (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and
- (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in contractor being excluded from participation in federally funded programs.

This representation shall be an ongoing representation during the term of any contract awarded to the Prospective Contractor. If awarded a contract, Prospective Contractor hereby commits to immediately notify the County of any change in the status of the representations set forth in this Form.

Prospective Contractor authorizes the County to independently verify its suspension and debarment status.

Prospective Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

I certify that I am authorized by the company named above to respond to this request.

SIGNATURE AND ACKNOWLEDGMENT:

COMPANY / FIRM NAME		
ADDRESS (INCLUDING ZIP)		
CONTACT PERSON:		
EMAIL AND WEBSITE		
PHONE		SIGNATURE:

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 1.

COUNTY STANDARD CONTRACT

The *Standard* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

[County Standard Contract on Next Page]

This Contract is entered into between the County of Solano and the Contractor named below:

CONTRACTOR'S NAME

BUSINESS FORM

The Term of this Contract is:

The maximum amount of this Contract is:

\$

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provisions
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions
Exhibit D-1 – Drug-Free Workplace Certification
Exhibit D-2 – Sample Contractor Assurance
Exhibit D-3 – FAA/CALTRANS ACIP Summary (2023-2028)
Exhibit D-4 – FAA Provisions

This Contract is made on _____, 2023.

CONTRACTOR	COUNTY OF SOLANO
CONTRACTOR'S NAME:	AUTHORIZED SIGNATURE
SIGNATURE:	TITLE
PRINTED NAME AND TITLE	ADDRESS
ADDRESS	CITY STATE ZIP CODE
CITY STATE ZIP CODE	Approved as to Content:
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 01/22/18

SCOPE OF WORK

Solano County will retain the professional services of a qualified airport consulting firm (Firm), or combination of Firms, for a three-year period with option to renew for an additional two years. Minimum requirements in the performance of the following tasks:

Architectural & Engineering

1. Associated architectural and engineering design for airfield civil, hydrology, (inclusive of drainage master plans) electrical, and utility projects.
2. Those projects, County funded and within the approved Airport Capital Improvement Program (ACIP), include aircraft parking aprons, taxiways, runways, airfield marking, airfield signage and lighting, hangar rehabilitation, airfield drainage.
3. Project coordination with other consulting firms contracted with Nut Tree Airport, Solano County Departments, and other governing agencies, as necessary.
4. Preparation of contract plans and specifications. To include assistance with RFP/RFQ County procurement process.
5. Assistance with the preparation and development of the annual Airport Capital Improvement Program (ACIP).
6. Miscellaneous airport engineering and architectural consulting support services as required.
 - a. These services may include, but are not limited to, representing the Airport in discussions with governing bodies and regulatory agencies regarding the airport work program, grant requirements, airport grant eligibility, and project documentation.
 - b. Attend meetings/discussions with Airport staff, contractors, and FAA staff, as necessary.

Environmental & Planning

1. Preparation and development of the annual ACIP.
2. Project coordination with other consultant firms contracted with Nut Tree Airport, Solano County Departments, and other governing agencies, as necessary.
3. Coordination with the Federal Aviation Administration (FAA) in grant proposals, applications, performance reporting, and closeout.
4. Track and update the Airport's Disadvantaged Business Enterprise (DBE) Program.
5. Environmental Studies, assessments, and reports, to include requirements of CEQA, NEPA, and all associated regulations.
 - a. Ability to represent the Airport in discussions with the public and regulatory agencies.
6. Airport Planning and Land Use Studies.
7. Airport Layout Plan Update with Narrative.
8. Airport Economic Development.
9. Miscellaneous airport planning and environmental consulting support services as required.
 - a. These services may include representing the Airport in discussions with governing bodies and regulatory agencies regarding the Airport's work program, grant requirements, airport grant eligibility, and project documentation.
 - b. Attend meetings/discussions with Airport staff, contractors, and FAA staff, as necessary.

Construction Management & Inspection Services. Services

1. Construction management for airport projects within the approved ACIP and other Airport funded projects as assigned.
2. Inspection services, as required, for projects within the approved ACIP and other Airport funded projects as assigned.
3. Attend meetings/discussions with Airport staff, contractors, and FAA staff, as necessary.

BUDGET DETAIL AND PAYMENT PROVISIONS

[Actual Budget and Payment Plan to be negotiated upon contract award.]

1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

The County offers direct deposit for invoice payment. To enroll in the program, copy and paste the following hyper-link into your internet browser.

[http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_\(ach\).asp](http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_(ach).asp)

GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|--|---|---|
| (1) General Liability:
(Including operations,
products and completed
operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|----------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
|----------------------|--------------------|--|

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, 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.

21. SUBCONTRACTOR AND ASSIGNMENT

- A. Services under this Contract are deemed to be personal services.
- B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.
- C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

- A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.
- B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest

quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all

claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its

contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

SPECIAL TERMS AND CONDITIONS**1. CONTRACT EXTENSION**

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed (contract amount)

2. TERMINATION

A. Notwithstanding Section 4 in Exhibit C, this Contract may be terminated by County or Contractor, at any time, with good cause, upon **30** days written notice from one to the other.

3. ADDITIONAL INSURANCE

(1) Errors and Omissions insurance against loss due to negligent acts, errors and/or omissions, in an amount no less than one million dollars (\$1,000,000) combined single limit per claim and in the aggregate. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

(2) Professional malpractice insurance of all activities of Contractor (and its subcontractors) arising out of or in connection with this Contract in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

4. SPECIAL RESPONSIBILITIES OF CONTRACTOR

(1) Submit verification of non-profit status, if a requirement for the award of this Contract:

(2) Provide an audit report, including a management letter, to County annually;

(3) Conduct an audit, at Contractor's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended, and provide the audit to County within 30 days of completion;

(4) Provide an unaudited statement of revenue and expenditures to County within thirty (30) days of completion of the project if funds awarded to Contractor are \$100,000 or less;

(5) Obtain a bond at, Contractor's sole expense, in an amount sufficient to cover start-up funds if any were provided to Contractor from County.

5. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit " D-1 " .

6. EARLIER DEFAULT

Services provided under this Contract are of a time-sensitive nature. Accordingly, notwithstanding the requirements of Section 10 in Exhibit D, the time period for notifying Contractor of default shall be ____ days. If Contractor fails to cure a default within ____ days after notification, or if the default requires more than ____ days to cure and Contractor fails to commence

to cure the default within ___ days after notification, then Contractor's failure shall terminate this Contract.

SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, swear that I am duly authorized legally to bind the contractor or grant recipient to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature

Date

Official's Name (type or print)

Title

Federal Tax I.D. Number

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 1.

SAMPLE CONTRACTOR ASSURANCES

This is a grant funded contract and as the duly authorized representative of the (Agency), I certify that (Agency):

Will assure that use of funds under this grant will support efforts related to supporting appropriate prevention, intervention, supervision, services and strategies to reduce recidivism in California's mentally ill offender population, as well as improving outcomes for these offenders.

Will assure that funds are used for allowable, fair, and reasonable costs only and will not be transferred between programs (for example: Health and Social Services and the Sheriff's Office).

Will assure that salaries and benefits are not also claimed or reimbursed under another separate agreement or funding stream.

Will establish a proper accounting system in accordance with generally accepted accounting standards and County directives.

Will maintain timesheets on all staff charged to this contract and, for split-funded positions, maintain functional timesheets or conduct time studies (estimates and/or percentages are not acceptable) that can be easily tied back to reimbursement invoices.

Will maintain and update service delivery logs for billing (e.g. client sign-in logs, time/duration of services).

Will give the State or County, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to this contract, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by the State or County through any authorized representative, with regard to examination of contract-related records, accounts, documents, information and staff.

Will comply with applicable provisions governing the County access to records, accounts, documents, information, facilities, and staff.

Cooperate with any compliance review or complaint investigation conducted by the County.

Give County access to and the right to examine and copy records, accounts, and other documents and sources of information related to the Contract and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by State or County guidance, requirements, and applicable laws.

Comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or requested by the County and submit timely, complete, and accurate reports to the appropriate County officials and maintain appropriate backup documentation to support the reports.

Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

Will provide timely notifications to County of any developments that have a significant impact on contract-supported activities, including changes to key program staff.

Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other connections.

Will ensure that funds applied toward contract services do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Will ensure that the expenses submitted on Contractor's invoices are true and correct, incurred in the course of delivering contracted services, and that no part has been paid or reimbursed from other sources.

Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These laws and regulations include, but are not limited to:

Will abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered proposer(s)/bidders to employ and advance in employment qualified protected veterans and individuals with disabilities.

Title VI of the Civil Rights Act of 1964, Public Law 88-352, (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of gender in educational programs and activities. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq., as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.

Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19, relating to nondiscrimination.

Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

Will not make any award or permit any contract to any party if that party has been debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under E.O. 12549 and E.O. 12689, "Debarment and Suspension." E.O. 12549, 44 CFR Part 17, requires recipients of awards of Federal assistance to protect the public against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Contractor certifies that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this award had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Contractor must notify the County if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

Will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that reasonable steps be taken to provide meaningful access to their programs and services. "Meaningful access" may entail providing language assistance services, including oral and written translation, where necessary. The Contractor is encouraged to consider the need for language services for Limited English Proficiency (LEP) persons both in developing budgets and in conducting programs and activities.

Will provide evidence of DBE certification with submission, if certified. County encourages all firms to subcontract portions of the work to DBE firms and to include DBE firms on their teams, even when they might otherwise perform the work with their own force.

Understands that failure to comply with any of these assurances may result in suspension or termination of contract.

Signature of Authorized Agent:

Printed Name of Authorized Agent:

Title:

Date:

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 1.

FAA/CALTRANS ACIP SUMMARY (2023-2028)

AWP ACIP DATA SHEET

Nut Tree Airport
Capital Improvement Projects

Year	Shown On ALP	Project Type	Project Description	Federal Share	Local Share	Others	Total	Detailed Description	AP Entitlements	Discretionary	ATP (95% FAA)	AIG	AP Funds Remaining	AIG Funds Remaining
				\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 70,031	\$ 150,000
		P	1) ALP Update with Narrative, AGIS, and Aviation Activity Forecast - NPR Code: NA, PL, MA, NP, NPR-69.2	\$ 225,000	\$ 25,000	\$ -	\$ 250,000		\$ -	\$ -	\$ -	\$ 225,000	\$ 220,031	\$ 93,000
2023		D	2) Taxiway and Hangar Taxiway Reconstruction Phase 2 - Bidding and Construction	\$ 1,980,000	\$ 220,000	\$ -	\$ 2,200,000		\$ 220,031	\$ 1,759,969	\$ -	\$ -	\$ -	\$ 93,000
		P	3) PMMP Update	\$ 54,000	\$ 6,000	\$ -	\$ 60,000	1) PMMP report will be prepared for all airfield pavements. Previous report was prepared in 2015 - NPR Code: NA, PL, PL, NP, NPR-64.3	\$ -	\$ -	\$ -	\$ 54,000	\$ -	\$ 39,000
2024		D	1) Runway/Taxiway Lights, Apron Lighting & Rotating Beacon Replacement - Design	\$ 112,500	\$ 12,500	\$ -	\$ 125,000	1) Design package will be prepared for improving the runway edge lighting, NAVAID, and signage electrical systems (60% of total design); taxiway edge lighting and signage electrical systems (20% of total design); existing apron lighting improvements (10% of total design); existing rotating beacon improvements (10% of total design) all designs based on recommendations of the FAA's design and construction assessment. NPR Code: NA, RE, RW, LI, NPR-70.0	\$ -	\$ -	\$ -	\$ 112,500	\$ 150,000	\$ 85,500
				\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 85,500
2025		D	1) Runway/Taxiway Lights, Apron Lighting & Rotating Beacon Replacement - Construction	\$ 2,070,000	\$ 230,000	\$ -	\$ 2,300,000	1) Construct recommended improvements for improving the runway edge lighting, NAVAID, and signage electrical systems (35% of total const); taxiway edge lighting and signage electrical systems (35% of total const); apron lighting improvements (10% of total const); existing rotating beacon improvements (1% of total const). NPR Code: NA, RE, RW, CO, NPR-60.4	\$ 210,000	\$ 1,890,000	\$ -	\$ -	\$ 90,000	\$ 244,500
				\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 90,000	\$ 244,500
2026	YES	D	1) Replace existing ASDOS with AMOS III and Relocate - Design and Construction	\$ 465,000	\$ 55,000	\$ -	\$ 550,000	1) Replace the existing ASDOS with an AMOS III system. Relocate the AMOS site - Design and Construction	\$ 240,000	\$ 255,000	\$ -	\$ -	\$ -	\$ 316,000
				\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 316,000
2027	YES	D	1) Apron Expansion North - Project Formulation	\$ 225,000	\$ 25,000	\$ -	\$ 250,000	1) The Apron will be constructed of asphalt concrete. Formulation will include pavements and drainage facilities. NPR Code: NA, CA, AP, EX, NPR-66.6	\$ -	\$ -	\$ -	\$ 225,000	\$ 150,000	\$ 93,000
	YES	E	2) Apron Expansion North - Environmental Assessment	\$ 180,000	\$ 20,000	\$ -	\$ 200,000	2) Perform Environmental Assessment for the Apron Expansion North - NPR Code: NA, EN, AP, ES, NPR-68.0	\$ 150,000	\$ 30,000	\$ -	\$ -	\$ -	\$ 93,000
			No Project	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,000
2028				\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 93,000
				\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 93,000
				\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 93,000

10/31/2022

FAA PROVISIONS**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 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.

2. CIVIL RIGHTS – TITLE VI ASSURANCE

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:

- a) 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.
- b) 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.
- c) 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.
- d) 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.

- e) 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.
- f) Incorporation of Provisions: The contractor will include the provisions of paragraphs a) through f) 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).

3. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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.

4. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. 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.

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 1.