



**Request for Proposals for
Snow Removal Services at
Tweed-New Haven Airport**

December 3, 2021

I. Background and Summary Information

Tweed-New Haven Airport (“Airport”) is operated by the Tweed-New Haven Airport Authority (“Authority”). The Airport is located at 155 Burr Street, New Haven, CT.

The Authority is seeking proposals from qualified businesses (“Proposer”) to perform snow and ice control services on airport roadways, parking lots, and sidewalks under a Contract specified by the Authority that will, at least, include the terms specified in this Request for Proposal.

The approximate square footage for all parking lots is 389,000 sq. ft. The approximate square footage of all roadways is 86,000 sq. ft. Each Proposer must investigate the site and verify dimensions and conditions before submission of a proposal.

II. Term

The Contract will be awarded on or about December 17, 2021 and will terminate on April 15, 2022. The Authority may, at its discretion, extend the term for up to two (2) additional terms of November 1, 2022 through April 15, 2023 and November 1, 2023 through April 15, 2024.

III. Pre-bid Meeting and Site Tour

There will be a mandatory pre-bid meeting on Friday, December 10, 2021 at 9:00 AM at 155 Burr Street, New Haven, CT 06512. Free parking will be made available in the parking lot immediately adjacent to the Administration Building, as depicted on the attached map. The meeting will promptly start in the Conference Room, located on the 2nd Floor of the Administration Building.

IV. Agreement Specifications and Service Standards

Definition of Event

The Airport definition of a winter storm ‘event’ is the 24 hours from the physical start of frozen precipitation. The Contractor must notify the Airport Manager and/or designee when they arrive on-site for snow removal operations and when they complete plowing/sanding/salting for each event.

Beyond providing snow and ice removal services for forecasted frozen precipitation, the Contractor is responsible to plow and sand and salt as directed by the Airport Manager and/or designee. The Contractor shall be on-site to pretreat pavement surfaces before precipitation as directed by the Airport Manager and/or designee.

Qualifications

By submitting a proposal in response to this Request for Proposals, the Proposer certifies that it is qualified to perform all services anticipated in this RFP safely and professionally, comply with all terms specified in this Request for Proposal, and perform in compliance with applicable law. It further certifies that it has sufficient equipment and manpower to perform as required to ensure 24/7 access to all landside roadways, parking lots, and walkways as depicted in this document.

Experience and Capability

Proposers shall demonstrate both experience and capability to accomplish the prescribed work in a thorough and timely manner. In addition to the quote, the Proposer shall be prepared to furnish at least (3) three project references of similar size and scope. All equipment needed by the Contractor shall be in good working condition and meet all current state and local operating safety standards. The selected Proposer shall be prepared to furnish a list of equipment and personnel that will be used to complete the snow removal and sand/salt application.

Resources and Reliability

Resources and reliability will be a priority in the review and selection of the successful Proposer. The Proposer must show the resources that will be committed to this contract, including manpower, equipment, and response times. Reliability will be considered from job references of similar size and complexity that show consistency in providing the resources and expertise necessary to successfully manage the job. The Contractor shall be on-call 24 hours a day seven days a week (weekends and holidays are treated as regular business days) from the execution date of this contract through April 15, 2022 (and, as applicable, during any of the extensions specified above). Appropriate contact information shall be supplied to the Airport including both cellphone and e-mail addresses for all management / supervisory personnel. The Contractor shall provide call-backs to the Airport within no more than 30 minutes.

Snow Removal / Sanding/Salting

Snow removal is expected for snow accumulations over 1 inch and sanding or salting (as directed) when the surface is slippery from snow or ice. The paved areas and roadways shall be plowed to remove snow and applications of sand or salt (as directed) as needed. The Contractor will apply best efforts to not unreasonably impede vehicle traffic on roadways, preserving continuity of airport operations to the greatest extent possible.

For snow accumulations of less than one (1) inch, freezing rain, and ice storms, the Contractor will perform sanding or salting (as directed) operations a minimum of four (4) hours before the first/next scheduled air carrier departure to provide sufficient time for the ice melt product to activate. The Contractor shall clear and inspect the driveways, parking lots, walkways, and egress routes to ensure they are cleared of snow and free from slippery or icy conditions. The Contractor will not plow snow in a manner that results in blocked doorways or other areas of egress from the terminal buildings or other structures, revenue collection terminals, dumpsters, or plow snow across main roadways outside the property. The Contractor shall not pile snow higher than two feet near the line of sight at or near intersections of traffic lanes and or crosswalks. Snow piles shall only be left in locations designated by the Airport Manager.

The Contractor shall mark all hydrants with a high marker before the onset of snowfall. Contractors shall not bury or block any fire hydrants. The Contractor shall include in the scope of work the removal of snow around all fire hydrants.

The Contractor shall be prepared to remove snow regardless of accumulation.

A breakdown of the equipment with the rates must be supplied as part of the proposal.

Follow-up

Immediately after each event, the Contractor's representative shall be available to tour the site with a designated Airport representative to review conditions before vacating the Airport after each event.

Invoices

Invoices should be sent electronically to the Airport Manager at administration@flytweed.com and jnielson@flytweed.com. Invoices shall be processed after management's review and verification of all charges. Both the Airport and Contractor will engage in good faith efforts to resolve any billing discrepancies expeditiously.

Liability

The Contractor will exercise the care necessary to maintain the Airport's facilities in the condition they were found. The Contractor will tour the Airport's landside facilities following award and review existing conditions with the Airport representative(s) before the first snow event. The Airport and Contractor will conduct a second review no later than the end of the season to note any damage. Should the Airport determine that additional review(s) are required during the term of the contract; the Contractor agrees to be present for a joint review. Any damage attributable to the Contractor, other than normal wear and tear, will be the responsibility of the Contractor. The Contractor shall arrange repair and or replacement work at the earliest possible date through an Airport approved contactor and will coordinate repairs with the Airport. The Airport will provide written notification to the Contractor and may withhold payment(s) reasonably covering the damage estimate until compensation to the Airport has been resolved.

To help prevent damage to airport facilities, the Contractor may utilize snow stakes if so desired. The placement and maintenance of these stakes are the responsibility of the Contractor and must be removed no later than each April 15 during the term of the Contract.

Insurance

The Contractor shall maintain general liability insurance for its business with coverage amounts of not less than \$2,000,000 and automobile insurance coverage with liability limits of not less than \$1,000,000 for personal injury and/or property damage in any one accident. Such policies shall name the City of New Haven, Town of East Haven, Tweed-New Haven Airport Authority, Avports LLC, and such other parties specified by the Authority as additional insured parties, and include a waiver of subrogation in favor of the additional insureds. The Contractor shall also maintain worker's compensation insurance and such other insurance as is customary or required by law.

The Contractor will provide certificates of insurance of the above insurance, including the naming of additional insured and waiver of subrogation, to the Airport Manager before any services shall commence and shall remain in full force and effect at all times. Those certificates of insurance shall state that the Authority shall be notified no less than thirty (30) days in advance of any termination or change in coverage. Insurance will not operate as a limit of liability.

The Authority's Policy Requirements

Non-discrimination/ Equal Employment Opportunity Policy

It is the policy of the Authority to assure that no person, based on race, creed, color, national origin, sex, marital status, age, handicap, or disability shall be excluded from participating in any activity conducted with or benefiting from funds received from the Airport.

Contractor shall be required to assure the Authority in writing that it will not exclude any person from receiving its services, or maintain segregated facilities, or discriminate in the employment of any individual or the award of any contract for services to be performed on its behalf regarding services at the Airport, on the grounds of race, creed, color, national origin, sex, marital status, age, handicap, or disability.

DBE Policy

It is the policy of the Authority and the Federal Aviation Administration (FAA) that disadvantaged business enterprises (“DBE”) shall have the maximum opportunity to participate in any service or facility at the Airport under a lease, contract with, or franchise from the Authority.

The terms specified in Appendix E and referenced therein will apply.

Other Requirements

The Contractor shall be required to assure the Authority in writing of its compliance with federal, state, and local laws, rules and regulations.

The terms specified in Appendix F and referenced therein will apply.

Special Assignment Provision

The Authority may assign the Contract to such party as it may engage to operate or to which it leases all or substantially all of the Airport (“Operator”). If assigned to the Operator, the Operator may assign the Contract to its parent company, any entity to which it sells all or substantially all of its assets, or any successor in the operation and management of the Airport. Upon assignment in addition to the Operator, the Authority will retain its rights to compliance and enforcement with its DBE Program and any provisions thereof on indemnification or insurance will be deemed to reference both the Authority and the Operator.

V. Selection of Preferred Contractor

Evaluation and Award

The evaluation process will be based upon submittals of Proposals in the form given in the Appendix D provided hereof. Proposers may be requested to meet for in-person interviews.

The following criteria will be part of the consideration by the Authority for the selection of the Contractor:

1. Bid price(s) for each location as listed on the bid sheet, including total bid price for each snow event by ranges of snow accumulation.
2. Bid price(s) (hourly rate by equipment type) for post-event clean-up snow clearing/removal, touch-ups, sanding/salting, etc.
3. Experience of the Contractor
4. Equipment availability
5. Equipment operator availability
6. Ability to comply with the Service Standards

This Request for Proposals does not constitute an offer by the Authority. The Authority reserves the right to request supplemental information as part of the evaluation process and negotiate the final terms of the Contract with the successful Contractor. The Authority Board must approve any Contract awarded hereunder. The Authority reserves the right to withdraw or cancel this Request for Proposal without liability. In no event will any Contractor be entitled to the reimbursement of any costs it may incur or damages, including for not being the awardee.

Additional Information

Any amendments to this RFP will be issued to all Proposers on record in the form of written addenda. It is the responsibility of each Contractor to ensure that it has provided its contact information to the Airport Manager to receive addenda and additional information. The Authority reserves the right to modify this RFP, including any addenda, in its sole and absolute discretion.

Questions regarding this Request for Proposals must be submitted in writing no less than three (3) business days before the submission date for Proposals to:

Jeremy Nielson, Airport Manager, administration@flytweed.com

No verbal responses will be given to requests for clarification. The Authority reserves the right to waive the time within which to receive and respond to requests for clarification when it is in the best interest of the Authority.

Proposal Submission / Selection Schedule

Due to the urgency of securing snow removal services before a winter storm, the Authority is following an expedited selection process as outlined below:

Contractor Selection Schedule

- December 10, 2021 Mandatory Pre-bid Meeting at 9:00 AM EST
- December 15, 2021 Proposals due by 12:00 PM EST
- December 17 , 2021 Airport Authority Contract Approval
- December 18, 2021 Commence Operations Under Contract

Notes regarding proposal submission: Electronic copies of the Contractor’s proposal in generated and searchable (*i.e.*, not scanned) PDF format must include all information listed in Appendix A, be provided in the form specified in Appendix D, and include the certification specified in Appendix B, and be emailed to administration@flytweed.com no later than **12:00 PM EST, Wednesday, December 15, 2021**. Original copies of all proposals, including signature pages, must be made available to the Authority upon request. Proposals received after the specified date and time will not be accepted.

Appendix A – Form of Proposal Letter

Due by 12:00 PM EST on December 15, 2021

Instructions for Submission

All Proposals must be completed in full using the format provided in Exhibit D. One electronic file, in PDF generated, searchable and unsecured format, must be submitted to administration@flytweed.com and jnielson@flytweed.com.

Upon selection of preferred Contractor, original certified statements shall be required to be submitted to the Authority exactly as it appears in Appendix B. An authorized representative of the Contractor must sign the Proposal Letter. Initial submissions of certifications may be scanned.

Content:

- I. Name, address, and contact information for Contractor’s firm, including corporate and local management, if applicable, and for individuals who will perform snow removal services at the Airport.
- II. Experience of the Contractor
 1. Describe the nature and extent of the corporation or partnership’s experience in snow removal service, the number of locations, and the number of persons currently employed in such operations. Please include:
 - a. Name(s) under which the business is/was conducted.
 - b. Start and end dates of prior related or affiliated business(s).
 2. Provide the name, address, and telephone number of no less than three references from locations of similar size and complexity.
- III. Complete description of operational plans to include type and quantity of each piece of equipment, number of equipment operators, availability of providing backup/replacement equipment, etc.
- IV. The bid amount, by snow depth, for each area depicted Appendix C, to include pricing for any renewal terms.
- V. Contractor’s Certification

The proposal must include Contractor’s Certification in the form attached hereto as Appendix B. It must be signed before a notary, and submitted with the Proposal:

Appendix B – Proposer Certification

Name of Proposer: _____

The undersigned, for the above-specified Proposer, and with authority therefor, affirms, warrants, and certifies as follows:

A. Equal Employment Opportunity/Affirmative Action Statement

Proposer assures the Authority that it will not exclude any person from receiving its services, or maintain segregated facilities, or discriminate in the employment of any individual or the award of any contract for services to be performed on its behalf regarding services at the Airport, on the grounds of race, creed, color, national origin, sex, marital status, age, handicap, or disability.

B. DBE Plan

The Proposer will comply with the Authorities DBE Program. Proposer will make good faith efforts to ensure participation by DBE firms in activities or services provided under the Contract with the Authority. The Proposer’s plan for DBE participation as specified in its response to the Request for Proposals.

C. Compliance with Service Standards

Proposer certifies that it will comply with the Service Standards specified in the Request for Proposals for the duration of any Contract awarded by the Authority.

D. Non-Collusion Affidavit

1. The prices in this Proposer proposal in response to the Request for Proposal have been arrived at independently without collusion, consultation, communication, or agreement to restrict competition, as to any matter related to such prices, with any other Proposer or any competitor.
2. Unless otherwise required by law, the prices quoted in the proposal have not been knowingly disclosed, actively or passively to any other Proposer or any competitor, and;
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal to restrict competition.

E. Certificate of Non-Arrearage

Neither the Proposer nor any of its subcontractors are in arrears to the State of Connecticut Second Injury Fund.

F. Certification of Eligibility

Neither Proposer it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

G. Additional Certification

By submitting this Proposal, the Proposer certifies that it has carefully read the Request for Proposals (including any addenda) and, if awarded the Contract, agrees to abide with the terms thereof, and further certifies the Proposer’s qualification to perform the services procured as required under the Request for Proposal and represented in its Proposal

H. Authorization of Proposer

The undersigned, being authorized to do so, executes this proposal for and on behalf of and as an official act of Proposer, this ____ day of December 2021.

Signature of Witness

Signature of Authorized Signatory

Printed Name of Authorized Signatory

Title

Acknowledgement

State of _____

County of _____

On this _____ day of December, 2021, before me personally came _____, to me known who did depose and say that he is _____ of _____, the Proposer described above, that he executed the foregoing instrument, and that such instrument is duly submitted on behalf of _____.

Notary Public

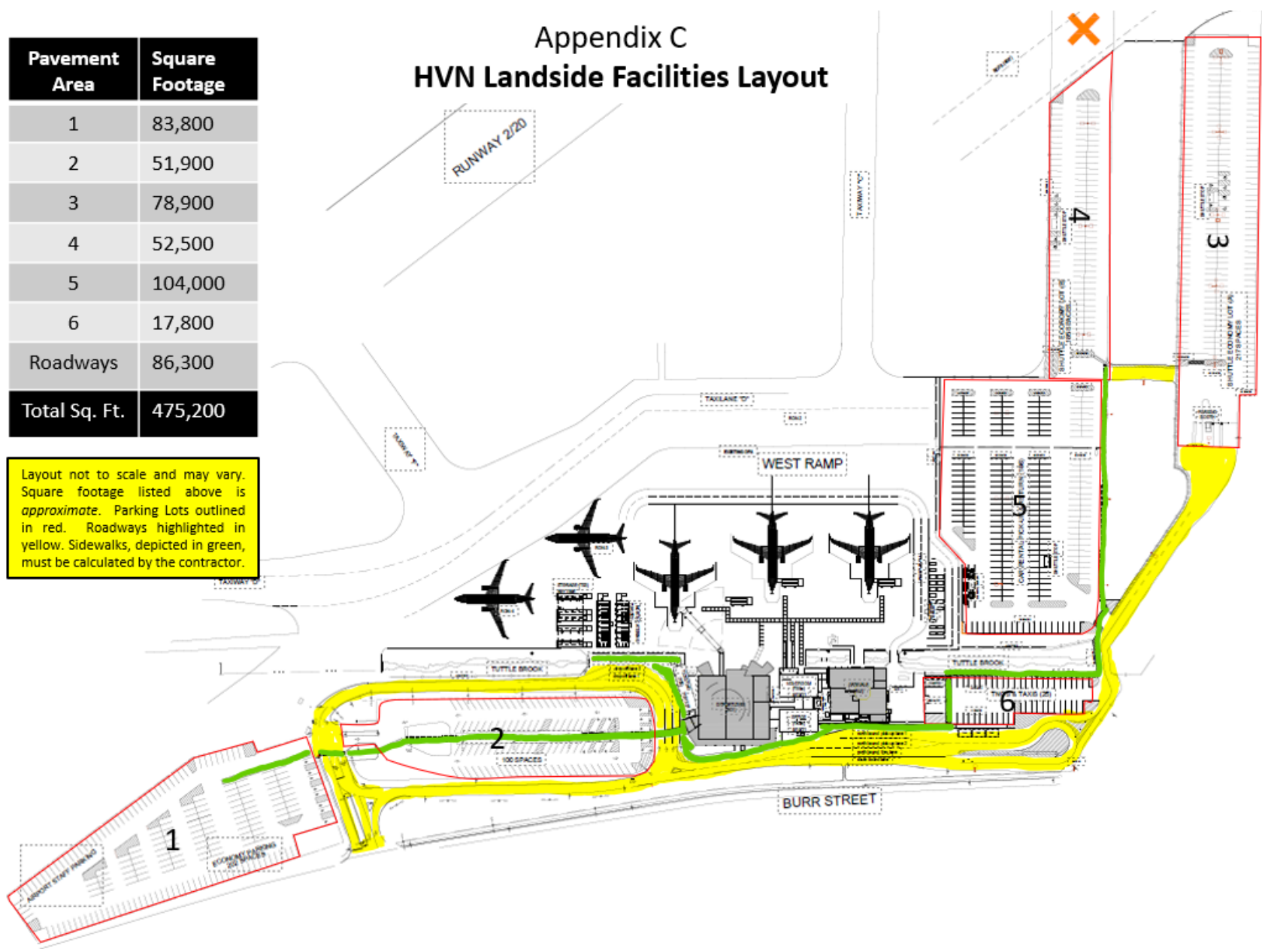
My commission expires _____, 202__

SEAL

Appendix C HVN Landside Facilities Layout

Pavement Area	Square Footage
1	83,800
2	51,900
3	78,900
4	52,500
5	104,000
6	17,800
Roadways	86,300
Total Sq. Ft.	475,200

Layout not to scale and may vary. Square footage listed above is approximate. Parking Lots outlined in red. Roadways highlighted in yellow. Sidewalks, depicted in green, must be calculated by the contractor.



Appendix D – Bid Form

Proposer Contact Information

Name	
Address	
Phone	
Email	

Proposer Experience

Company Background / Experience	
Services Offered	
Number of Employees	
Reference (1)	Name: Address: Phone: Email: Type of Business: Snow Removal Services Provided: Length of Current Contract: Additional Information:

Reference (2)	Name: Address: Phone: Email: Type of Business: Snow Removal Services Provided: Length of Current Contract: Additional Information:
Reference (3)	Name: Address: Phone: Email: Type of Business: Snow Removal Services Provided: Length of Current Contract: Additional Information:

Description of Operational Plans for Snow Removal at Tweed New Haven Airport

Type, Age, Condition & Quantity of Equipment Dedicated to Site	
Description of Available Backup Equipment	
Employees Dedicated to Site By Equipment Type, Location (i.e. Parking Lots, Roadways, Walkways)	

2021-2022

Bid Rate - Plowing (Total Price per Storm Event)

Location	Accumulation				
	1" – 3"	3.1" – 6"	6.1" – 9"	9.1" – 12"	12" +
Area 1					
Area 2					
Area 3					
Area 4					
Area 5					
Area 6					
Roadways					
Sidewalks/Walkways					
Total Price per Storm					

Bid Rate – Sanding/Salting (Total Price per Storm Event)

	Rate
Vehicle / Labor Only	

Salt and Sand Provided by Airport to Contractor

Bid Rate (Hourly) – Per Vehicle

Vehicle Type	Rate

2022-2023

Bid Rate - Plowing (Total Price per Storm Event)

Location	Accumulation				
	1" – 3"	3.1" – 6"	6.1" – 9"	9.1" – 12"	12" +
Area 1					
Area 2					
Area 3					
Area 4					
Area 5					
Area 6					
Roadways					
Sidewalks/Walkways					
Total Price per Storm					

Bid Rate – Sanding/Salting (Total Price per Storm Event)

	Rate
Vehicle / Labor Only	

Salt and Sand Provided by Airport to Contractor

Bid Rate (Hourly) – Per Vehicle

Vehicle Type	Rate

2023-2024

Bid Rate - Plowing (Total Price per Storm Event)

Location	Accumulation				
	1" – 3"	3.1" – 6"	6.1" – 9"	9.1" – 12"	12" +
Area 1					
Area 2					
Area 3					
Area 4					
Area 5					
Area 6					
Roadways					
Sidewalks/Walkways					
Total Price per Storm					

Bid Rate – Sanding/Salting (Total Price per Storm Event)

	Rate
Vehicle / Labor Only	

Salt and Sand Provided by Airport to Contractor

Bid Rate (Hourly) – Per Vehicle

Vehicle Type	Rate

Other Considerations

Appendix E – Disadvantaged Business Enterprise Participation Requirements and Required Covenants

1. *Disadvantaged Business Enterprise Program* – Under regulations promulgated by the U.S. Department of Transportation (“DOT”), under 49 C.F.R. Part 26 (“Part 26”), the Authority has established its Disadvantaged Business Enterprise (“DBE”) Program. The Authority has received and expects to receive, federal financial assistance from the U.S. Department of Transportation, and as a condition precedent to receiving that assistance, the Authority has given assurances that it will comply with Part 26. It is the policy of the Authority that DBEs shall have an optimal opportunity to participate in contracting opportunities. Authority has established the DBE Program to implement this policy. Only DBEs entities that have a direct contract with the Contractor will be counted toward the Contractor’s DBE participation goal.
2. *DBE Program Compliance* – Contractor shall comply with all requirements of Part 26 and Authority’s DBE Program, in particular its DBE participation obligations.
3. *DBE Certified Providers* – Contractor acknowledges that a list of entities certified under the Connecticut Department of Transportation’s Connecticut Unified Certification Program may be found here: https://biznet.ct.gov/DOT_DBE/dbesearch.aspx and that the FAA maintains a nationwide database here: <https://faa.dbesystem.com/Default.asp>.
4. *Reporting* – Contractor shall provide and submit, true and accurate reports as required under the DBE Program in a form specified by the Authority.
5. Provision required by 49 C.F.R. § 26.13(b) – The following will be including the Contract:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.
6. Provision required by 49 C.F.R. § 26.53(f)(1)(ii) – The following will be including the Contract:

That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and (B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Note: For purposes of this Request for Proposals, no specific DBE is so specified.

Appendix F – Required Covenants

- A. **Agreements with the United States, State of Connecticut, Other Governments.** This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county, and city laws, and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between Authority and the State of Connecticut or the United States of America, or their boards, agencies or commissions, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.
- B. **Right to Amend.** If the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or the obtaining of funds for improvements at the Airport, Contractor hereby consents to any and all such modifications and changes as may be reasonably required.
- C. **Covenants Against Discrimination.** General Civil Rights Provisions: 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. If Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor.

This provision obligates Contractor for the period during which the property is owned, used, or possessed by Contractor and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** Contractor, concerning 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. 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 C.F.R. part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by 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 Contractor of Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** 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

Authority 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, Contractor will so certify to Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Contractor's or a contractor's noncompliance with the non-discrimination provisions of this contract, Authority 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 Contractor under the contract until Contractor complies; and/or
 - b. Canceling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action concerning any subcontract or procurement as Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request Authority to enter into any litigation to protect the interests of Authority. In addition, Contractor may request the United States to enter into litigation to protect the interests of the United States.
7. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - b. 49 C.F.R. part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid

recipients, sub-recipients and contractors, whether such programs or activities are federally funded or not);

- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).