

REQUEST FOR QUALIFICATIONS
FOR
ON-CALL PROFESSIONAL ENGINEERING SERVICES
AT
TWEED-NEW HAVEN AIRPORT



ISSUED BY:

Avports HVN LLC and The New HVN LLC

ON BEHALF OF:

Tweed-New Haven Airport Authority

DATED:

June 24, 2024

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I. INTRODUCTION.

As the lessee and operator of Tweed-New Haven Airport located in New Haven and East Haven, Connecticut, The Tweed-New Haven Airport Authority (“Authority”) has entered into agreements with The New HVN LLC (“TNH”) and Avports HVN LLC (“Avports”) for the operation, maintenance, and development of the Tweed-New Haven Airport (“Airport”). The Lease and Development Agreement by and between TNH and Authority and the Operations and Maintenance Agreement by and between Avports and Authority may be referred to collectively herein as the “Agreement.” Pursuant to the Agreement, TNH and Avports are soliciting statements of qualifications from firms experienced in providing on-call professional engineering services to support the Airport’s capital program (“Project”). Firms will be selected on the basis of their qualifications and relevant experience, as more fully described below.

The Project is anticipated to be funded through a combination of Federal Aviation Administration Airport Improvement Program Grant(s), Passenger Facility Charge revenue, and private funding sources. TNH and Avports under the terms of the Agreement, will be the contracting entity for the Project.

Statement of qualifications shall be prepared and submitted in accordance with the requirements contained herein.

II. PROJECT DESCRIPTION.

On December 21, 2023, the FAA issued a Finding of No Significant Impact (FONSI) and Record of Decision (ROD) for a Final Environmental Assessment (EA) that included extension of Runway 02-20 and construction of a new airport terminal. Subsequent to the FAA’s issuance of the Airport’s Environmental Assessment FONSI/ROD, the Airport has advanced design, permitting, and financing for the projects included in the EA. To support the development and execution of the Airport’s capital program, TNH and Avports are seeking the services of a qualified engineering firm experienced in the planning, design, financing and construction of airfield/aviation projects.

III. SCOPE OF SERVICES.

The selected firm will provide financial and capital program management services as directed by the Airport. The scope of services to be provided by the selected firm may include, but not necessarily be limited to, the following:

A) Capital Improvement Program (CIP) – Assist the Airport in the preparation of a five-year Capital Improvement Program to be submitted annually to the FAA. The CIP shall include a description of each project, the project’s purpose and need, detailed project cost estimate, estimated start and completion dates, sources of project funding, and the National Priority System ranking of each project. Project Information will be submitted in a format acceptable to the airport and the FAA.

B) Airport Improvement Program (AIP) – Assist the airport in the preparation of applications for federal assistance under the Airport Improvement Program, Bipartisan Infrastructure Legislation Program, and any other funding related request. Work shall include the preparation of project readiness forms, grant applications, project descriptions, graphics, cost estimates, and justification to support the funding request.

C) Passenger Facility Charge (PFC) – Assist the airport in the administration of its Passenger Facility Charge (PFC) Program including preparation of amendment requests for previously approved PFC applications for adjustments in PFC collection authority and/or project costs, and the preparation of any new PFC application for new projects. The selected firm will prepare all exhibits and information necessary for a completed PFC application; drafting of air carrier notification letters and public notice; presentation materials for air carrier coordination meeting; participation in air carrier meeting; and notification of air carriers upon FAA approval.

D) Disadvantaged Business Enterprise (DBE) Program - Assist the airport in updating its Disadvantaged Business Enterprise Program including, establishing annual DBE goals, monitoring program performance, and preparing annual DBE reports.

E) Proposal Development – Assist the airport in the solicitation for requests for qualifications/proposals for designated projects including preparation of the notice of solicitation, RFP/RFQ scope of work, and review of proposals for scope, schedule and budget suitability.

F) Independent Fee Estimate (IFE) – When requested, prepare independent fee estimate for professional services in accordance with FAA requirements for AIP-funded projects.

G) Federal Aviation Administration (FAA) Coordination Support – Support the Airport in preparation of correspondence, exhibits, schedules, cost estimates, etc. as required to facilitate effective coordination with the FAA. Attend any coordination meetings with FAA, prepare agendas and minutes of the meetings, and monitor the status of action items.

H) Permit Coordination – Assist the airport with permitting processes and coordinate the submission of FAA Airspace Review (FAA Form 7460), environmental approvals and Construction Safety and Phasing Plans (CSPP's).

I) Financial Reports - Assist HVN in the development of periodic budget and finance reports, cash flow reports and projections, and preparation of related documents for funding coordination.

J) Project Cost Review - Perform an independent review of cost estimates and work with the responsible consulting/contracting firms to resolve any discrepancies. Firm will also evaluate cost estimates for conformance with the local construction market and advise the Airport on budget implications of a changing marketplace.

K) Scheduling – Assist the Airport in the establishment and monitoring of the project/program schedules. Schedules will be developed for the entire program and will include key milestone dates for design and construction, as well as all schedule interrelationships between the subject projects. Monitor program performance to ensure that all program elements proceed as planned

and identify potential schedule deviations and recommend recovery strategies, as necessary.

L) Owner's representative – representation of owner for airfield construction projects that have been awarded to contractors for FAA CIP process.

M) Airport Engineering services – provide airfield engineering services in consultation with a wide range of projects for the airport. Experience in civil engineering, runway, ARFF, terminal/passenger building facility management, safety/security systems, mechanical and electrical systems, parking/pavement is preferred.

IV. STATEMENT OF QUALIFICATIONS CONTENT.

Statements of Qualifications shall be limited to thirty (30) pages, excluding cover letter, tabs, resumes, and table of contents. Statement of Qualifications must include the following information:

Cover Letter.

1. Must include a statement that your firm agrees to all the Terms and Conditions contained in this Request for Qualifications.
2. Must include a DBE Participation Percentage that your firm is committing to as part of the Statement of Qualifications.
3. Must be signed by someone who is authorized to enter into contracts on behalf of the entity submitting the Statement of Qualifications.

a. Identification.

1. Name of firm, address, and telephone and facsimile number of main office and any branch office which will be involved in any way with this Project. Name, address, and telephone number of parent company, if any.
2. Type of firm (e.g., corporation, partnership) and date of formation.
3. Size of firm; number of salaried employees and number of hourly employees by specialty (e.g. architect, electrical engineer, space planner).
4. List of all proposed subcontractors including information requested in Item Nos. 1 through 3 above; and elements of work to be performed by each firm.
5. List of all Disadvantaged Business Enterprises (DBE's), which must be certified as such by the Connecticut Department of Transportation, who will participate in the performance of the work including type of DBE; certifying agency; elements of work to be performed; and approximate amount of work as a percentage of the

total project.

b. Experience.

1. List similar completed projects during last five years (three minimum). Describe each project and the firm's involvement, contract amounts, and type of contract (i.e., project management, construction management, design). Provide specific references including responsible owner representative, address, and telephone number. Provide engineer's estimated and actual costs for each project. Include at least one additional project for each significant subcontractor proposed or indicate the subcontractor's participation on projects completed by your firm.
2. List current similar projects (three minimum) and give brief description of each, indicating firm's involvement, contract amounts, and type of contract. Provide specific references for each project including responsible owner representative, address and telephone number. Indicate engineer's estimated cost and percentage of work completed. Include at least one additional project for each significant subcontractor or indicate the subcontractor's participation on projects your firm's current projects.
3. Describe your firm's familiarity with airport operations; FAA programs, practices, and regulations; construction in and around a busy air carrier airport or other major transportation terminal.
4. Describe the firm's familiarity or experience with the following organizations:
 - a) City of New Haven and the Town of East Haven
 - b) Federal Aviation Administration
 - c) Connecticut Department of Energy and Environmental Protection
 - d) Connecticut Department of Transportation

c. Personnel.

1. Identify principal individuals who will be assigned to the Project. For each, furnish education, experience, work history, and other appropriate background information, including references. Include principal individuals for any subconsultants.

d. Technical Approach.

1. Provide a brief discussion of the tasks or steps that your firm will undertake to accomplish the work described in Section III, Scope of Services.
2. Provide information, if any, regarding your firm's experience with construction

staging and managing a similar project on an active airport.

e. Project Schedule.

1. Provide a proposed schedule of major tasks and target completion dates. Identify the project duration from start of design work to bid opening along with the anticipated length of the construction phase.

f. Detailed Scope for FAA Concurrence.

1. Provide a complete scope description. Include all the information required for an Independent Fee Estimate by a third party.

V. SELECTION PROCESS.

TNH and Avports will evaluate the Statements of Qualifications received in response to this Request for Qualifications in accordance with Section VI, Selection Criteria. TNH and Avports will prepare a short list of up to three firms. From the short list, TNH and Avports will rate the firms as the selected firm, the second preference firm and the third preference firm. TNH and Avports may or may not interview firms based on the sufficiency of the information in the Statements of Qualifications at TNH's and Avport's sole discretion.

The selected firm will be invited to submit a fee proposal and begin contract negotiations. If an acceptable contract cannot be negotiated between the selected firm and TNH and Avports, negotiations will be terminated and TNH and Avports will initiate negotiations with the firm given second preference. This procedure will continue until a mutually satisfactory contract has been negotiated or until TNH and Avports has unsuccessfully negotiated with all remaining firms.

TNH and Avports reserve the right, in its sole and absolute discretion, to waive any defects in the proposals, to reject all proposals or to accept that proposal which in its judgement will under all the circumstances best serve its interest.

VI. SELECTION CRITERIA.

The criteria to be used in the selection of a firm shall include the following:

- a) Recent experience of firm in airport projects comparable to the proposed project. (30%)
- b) Experience of personnel to be assigned to the proposed project. (25%)
- c) Understanding of the Project, its potential challenges, and experience addressing those challenges, as evidenced by firm's technical approach. (20%)

- d) Familiarity with Tweed-New Haven Airport and its stakeholders. (15%)
- e) In meeting the Disadvantaged Business Enterprise (DBE) contract goal, evidence documenting that the consultant met the DBE goal, or by documenting that it made adequate good faith efforts to meet the DBE goal. (See 49 CFR, § 26.53) (10%)

VII. SUBMISSIONS.

Statement of Qualifications must be submitted electronically and received no later than 12:00 noon EDT on Wednesday, July 17, 2024. Respondents shall submit a pdf copy of their Statement of Qualifications to Mr. Jeremy Nielson, Airport Manager at jnielson@avports.com.

Any questions concerning this Request for Statement of Qualifications may be directed to Mr. Jeremy Nielson at jnielson@avports.com.

TNH and Avports intends to complete the selection process by Friday, July 26, 2024.

VII. TERMS AND CONDITIONS AND OTHER REQUIREMENTS.

Participation in Request for Proposal. Selected participating firms and individuals are expected to participate in a request for qualifications process for the Project described in this Request for Statement of Qualifications. Participating firms and individuals are advised that the selected consultants will be required to enter into a contract with TNH and Avports, carry adequate insurance coverage, and indemnify the Tweed-New Haven Airport Authority, TNH, and Avports. The term of this selection is 2 years.

Costs Associated with Proposal. Any costs incurred by a participating or non-participating firm or individual in preparing or submitting a Statement of Qualifications (SOQ) are the sole responsibility of that firm or individual. The Tweed-New Haven Airport Authority, TNH, and Avports will not reimburse any person for any costs incurred as a result of the preparation of SOQ's in response to this Request for Statement of Qualifications.

Compliance with Law. Participating firms and individuals are required to submit SOQ's and perform services in accordance with applicable local, state, and federal laws and regulations.

Intent and Purpose. It is the intent of this Request for Statement of Qualifications to obtain services from qualified entities and not to prohibit or discourage prospective firms or individuals from submitting a SOQ. However, all participating firms and individuals are advised that any substantial deviations from the specifications of this Request for Qualifications may not be accepted. Further, this Request for Qualifications in no way obligates the Tweed-New Haven Airport Authority or The New HVN LLC to award a contract.

Public Records. All SOQ's will become the property of TNH and Avports and may become public documents subject to public disclosure under federal and state statute. Due regard will be

given for the protection of proprietary information contained in all SOQ's received. However, it is not sufficient for participating firms and individuals to merely state generally that a RFQ is proprietary in nature and not subject to release to third parties. Those particular pages or sections of the SOQ that are asserted as proprietary and of a trade secret nature must be specifically identified and must be separated from other sections or pages of the RFQ. TNH and Avports will consider said information in responding to a public records request but does not guarantee that information will not ultimately be subject to public disclosure.

Affirmative Action. If the selected Consultant performs any work under this project that meets the definition of "Construction Work" as defined by the U.S. Department of Labor and exceeds \$10,000 they must comply with the following Affirmative Action requirements.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

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

Timetables

Goals for minority participation for each trade:	9.0%
Goals for female participation in each trade:	6.9%

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction

subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is East Haven, Connecticut, New Haven County.

Title VI Solicitation Notice. The Tweed-New Haven Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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

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

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

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Disadvantaged Business Enterprise (DBE) Participation.

It is the policy of the Tweed-New Haven Airport Authority that disadvantaged business enterprises (DBE), as defined in 49 CFR Part 26, be afforded full opportunity to submit qualifications in response to this request.

The **DBE Goal for this project is 14.7%**. Award of a Contract under this solicitation will be conditioned on meeting the requirements of 49 CFR Part 26 and the Tweed New Haven Airport

Authority's DBE Plan.

By submitting a SOQ under this solicitation, the offeror is making a contractually binding commitment to meet the Airport's DBE Goal stated above or make an adequate good faith effort in accordance with 49 CFR Section 26.53 and Appendix A of 49 CFR Part 26.

Prior to TNH and Avports awarding a contract under this solicitation, the offeror must provide the following information:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

DBE Firms must have current DBE certifications from the Connecticut Department of Transportation as of the date of contract execution.

During the performance of any contract resulting from this solicitation, the Prime Consultant may not terminate a DBE or any portion of its work listed in the contract without prior written consent from Tweed-New Haven Airport Authority, Avports, or TNH, unless Tweed-New Haven Airport Authority, Avports, or TNH causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include, but are not limited to, when the Prime Consultant seeks to perform work originally designated for a DBE subconsultant with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Prime Consultant must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from Tweed-New Haven Airport Authority, Avports, or TNH. Unless consent is provided, the Prime Consultant will not be entitled to any payment for work unless it is performed or supplied by the listed DBE.

Fair Labor Standards Act. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, 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 Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Trade Restriction Certification. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

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

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The

Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Certification Regarding Lobbying. The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

Prohibition of Segregated Facilities. If the selected Consultant performs any work under this project that meets the definition of construction work as defined by 41 CFR part 60-1, they must comply with the following Prohibition of Segregated Facilities.

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

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

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

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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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 (29 CFR Part 1910). The employer 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.

Federal Contract Provisions. It is the intent of TNH and Avports to include all required federal contract provisions in all agreements resulting from this solicitation.

Davis-Bacon Requirements. If the selected Consultant performs any work under this project that meets the definition construction, alteration, or repair as defined in 29 CFR Part 5 and such work exceeds \$2,000, the Consultant must comply with the following Davis-Bacon requirements:

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

exist between the Contractor and such laborers and mechanics.

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

(ii)

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe

benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the

Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

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

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

(1) That the payroll for the payroll period contains the information required to

be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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