



Raleigh-Durham Airport Authority

1000 Trade Drive

PO Box 80001

RDU Airport, NC 27623

www.RDU.com

REQUEST FOR PROPOSALS (RFP)

for

General Concessions Program Planning Services

RFP No. 554-2023-0012-DSP

**** General Provisions ****

DIRECT ALL INQUIRIES TO:

Dale S. Poole, C.P.M., CLGPO

Dale.Poole@RDU.com

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SECTION I REQUEST FOR PROPOSALS (RFP) GENERAL INFORMATION

A. Terms and Conditions

The Services will be governed by a Master Services Agreement (the “**Agreement**”), a copy of which is attached hereto as **EXHIBIT A –Master Services Agreement** to this RFP.

Each Offeror shall provide any other applicable contract terms and conditions that Offeror will ask the Authority to agree upon. Any such other proposed terms and conditions should either be built into or be incorporated by reference into the Agreement. The Authority will entertain exceptions and additional provisions, but Offerors are cautioned that the Authority has a limited ability and willingness to agree to modifications to the standard Authority Agreement. The Authority will compare and contrast the terms and conditions proposals submitted by qualified Offerors at the same time it evaluates the cost proposals of qualified Offerors. At the conclusion of this evaluation, the Authority may elect to award the contract to the Offeror whose aggregate proposal the Authority determines to be most advantageous to the Authority. The Authority may enter into contract negotiations with one or more qualified Offerors in an effort to reach mutually agreeable contract terms and conditions if the Authority is not satisfied with the terms and conditions proposed by the applicable Offeror(s). The Authority is not obligated to negotiate with all qualified Offerors. The Authority reserves the right to eliminate from further consideration any Offeror that submits a cost proposal or a terms and conditions proposal that is not advantageous to the Authority.

This procurement shall be conducted in accordance with all applicable Federal and State laws and regulations, and the policies and procedures of the Authority, as those may be amended from time to time.

The Offeror shall declare that the proposal is not made in connection with any other bidder submitting a proposal for the same goods and/or services, except if the proposal is submitted by a consortium of contractors, and is in all respects fair and without collusion or fraud. This declaration is made by executing **Form C** of the **Required Forms**.

B. Request for Acknowledgment

Offerors shall thoroughly examine and become familiar with this RFP, including forms, attachments, and any addenda that may be issued. The failure or the neglect of an Offeror to receive or examine any RFP document shall in no way relieve it from any obligation with respect to its Proposal or the obligations that flow from being the selected Contractor. No claim based upon a lack of knowledge or understanding of any document or its contents shall be allowed.

Please acknowledge receipt of this RFP by email on or before the date stated in the RFP Schedule below using **FORM A: Request for Proposals Acknowledgement**. Offerors should email the completed **FORM A: Request for Proposals Acknowledgement** to the Authority's Point of Contact.

C. Definitions

1. **"ACDBE"** shall mean **Airport Concessions Disadvantaged Business Enterprise**.
2. **"Authority"** shall mean the **RALEIGH-DURHAM AIRPORT AUTHORITY**, a public body chartered by the General Assembly of North Carolina under Chapter 168 of the 1939 Session Laws, as amended.
3. **"Award"** shall mean acceptance of a particular Contractor's Bid or Proposal resulting in an Agreement.
4. **"Best and Final Offer"** or **"BAFO"** shall mean a formal document that is used to finalize negotiations with a Contractor.
5. **"Best Value Procurement"** is terminology used for the method that considers factors other than only price, such as quality and expertise, when selecting vendors or Contractors.
6. **"Contract Administrator"** shall mean the Authority representative who shall be the direct liaison between the Contractor and the Authority for this Agreement.
7. **"Contractor"** shall mean the Contractor that will provide the goods and/or professional services to the Authority.
8. **"Minority and Woman-Owned Small Business"** or **"MWSB"** is a business entity which has been certified by an approved agency as a small business, as defined by the Small Business Administration size standards found in 13 CFR Part 121, that is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, as defined in the Authority's Minority and Women-Owned Small Business Program.
9. **"Offeror"** is a company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
10. **"Request for Proposals"** or **"RFP"** is this formal solicitation document used in negotiated procurements which seeks Proposals from responsive, responsible Contractors.
11. **"Term"** shall refer to the length of time the Agreement will be valid.
12. **"Term Contract"** is an Agreement which explicitly states a fixed duration that the contract will be in effect. The Parties are obligated to adhere to the terms and conditions within the contract until the expiration, or end date, of the contract.

13. **“Third Party”** means any person or entity other than the Authority, the Contractor, or the Contractor’s authorized subcontractors and includes without limitation any governmental unit, insurance carrier, private enterprise, or individual.

D. Ethics & Objectivity

It is inappropriate for Offerors competing for this contract, including their agents and potential sub-consultants, to lobby Authority Board members or staff during the entire selection process, from the date the solicitation is issued through the date on which the Authority acts on the staff recommendation regarding the selected firm. Accordingly, potential respondents (including sub-contractors) interested in this engagement are instructed not to conduct activities of any nature that may be perceived as attempts to promote themselves or influence the outcome of the selection process.

The Authority is interested in maximizing the opportunities for firms to compete for roles in the subject contract and to submit proposals offering the highest qualified teams. Accordingly, the Authority discourages firms interested in being selected for this engagement from entering into formal or informal agreements that limit subcontracting opportunities by other firms or result in exclusive subcontracting arrangements with other firms.

From the date that this RFP is issued until the selection and the announcement, Offerors shall contact ONLY the Authority’s Point of Contact with respect to any facet of this procurement. Proposing Offerors shall not contact any Authority Board Member, Officer, employee, agent or selection committee member with respect to this procurement. Violation of this provision may result in the disqualification of the Offeror’s Proposal.

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.

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.

E. Public Record

All submittals received in response to this RFP become a matter of public record subject to the provisions of Chapter 132 of the North Carolina General Statutes. An Offeror's business and trade secrets that are plainly marked as "**Confidential**" or "**Trade Secret**" will be protected from disclosure as a public record to the extent permitted by N.C. Gen. Stat. § 132-1.2. The Authority shall not in any way be liable or responsible for disclosure of any Proposal or portions thereof if disclosure is reasonably required under the Public Records Act. Any submittal which contains language purporting to render all or a significant portions of the Proposal "**Confidential**" or "**Trade Secret**" without regard to statutory requirements may be regarded as non-responsive.

It is incumbent upon the Offeror to indicate clearly what portion(s) of the Proposal is proprietary. Those portions of a Contractor's Proposal which do not meet the applicable statutory standards for confidential information or trade secrets shall become public information, and any portions included in a contract shall become public information when that contract is executed with the selected Contractor. The Authority is bound by the provisions of the North Carolina General Statutes relating to the disclosure of Proposals. The Proposal shall not be returned to the Offeror.

SECTION II RFP General Information

A. Pre-Proposal and Questions

The Authority reserves the right to revise the schedule in its sole discretion.

1. Pre-Proposal Meeting

Offerors are strongly encouraged to attend the pre-proposal meeting (virtual or in-person). A pre-proposal meeting will be held on Tuesday, September 12, 2023

beginning promptly at 10:00AM EDT at the following location. This meeting is not mandatory but is strongly encouraged.

RDU AIRPORT AUTHORITY
1000 Trade Drive
Conference Room 100
Morrisville, NC 27560

Directions: Follow signs towards RDU Authority, Rental Cars, and Cell Lot.

Remote (virtual) attendance is permitted. To receive instructions for attending the pre-proposal meeting online, send an email request to dale.poole@rdu.com, insert "RFP #554-2023-0012-DSP" as the subject for the email. The request should be received at least 24-hours prior to the scheduled meeting date/time.

2. Facility Tour

As a courtesy, the Authority can provide a tour of the terminals and the concession spaces. The number of persons permitted on the tour may be limited, as security requirements may dictate.

Interested parties should send an email request to: dale.poole@rdu.com. **Requests must be received no later than 3:00PM on Thursday, September 7, 2023.**

3. Questions

All questions and any correspondence in regard to this RFP shall be directed in writing to the Authority's Point of Contact by e-mail. Only inquiries in writing will be accepted by the Authority, and only written responses will be binding upon the Authority. There shall be no communication with the Authority regarding this RFP unless otherwise directed by the Authority's Point of Contact identified above. **** ABSOLUTELY NO PHONE CALLS DURING THE SOLICITATION PROCESS ****

All answers to inquiries will be posted on the primary website referenced above. It is the responsibility of all Offerors interested in submitting responses to this RFP to routinely check the specified websites for any revisions to this RFP, responses to questions, change of schedule, addenda, announcements and other procurement information.

Written questions concerning this RFP will be received via e-mail only until the Due Date for Questions specified in the schedule above by the Authority's Point of Contact. Please insert "**Questions - RFP #554-2023-0012-DSP**" as the subject for the email. The Authority will prepare responses to all written questions properly submitted and post

the responses as an Addendum on the primary website referenced herein. Oral responses are not binding upon the Authority.

B. Withdrawals and Modifications

The Authority may consider permitting modifications to a proposal after submittal until the specified due date and time for accepting proposals, provided that the request to modify is in writing, is executed by the proposing Offeror or the proposing Offeror's duly authorized representative, and is filed with the Authority. It is the proposing Contractor's responsibility to resubmit before the deadline.

An Offeror may withdraw a Proposal without prejudice prior to the submittal deadline, provided that the request is in writing, is executed by the Offeror or his/her duly authorized representative, and is filed with the Authority.

All costs incurred by any Offeror in responding to this RFP shall be borne by such Offeror. The Authority shall have no responsibility whatsoever for any associated direct or indirect costs.

By submitting a Proposal to the Authority, the Offeror agrees that the Offeror's Proposal shall remain effective for one hundred eighty (180) days after the deadline for submitting the Proposal.

C. Addenda, Clarifications, Amendments, Modifications, Withdrawals and Waivers

The Authority reserves the right to amend, insert, or delete any item in this RFP if it is determined to be in the best interest of the Authority. If it becomes necessary to revise any part of this RFP, a written Addendum to the solicitation will be posted on the primary website referenced herein. The Authority will not be bound by, and the Offeror shall not rely on, any oral or written communication or representation regarding this RFP except to the extent that it is contained in an addendum to the RFP or the Questions and Answers as posted on the primary website, and is not superseded by a later addendum to this RFP.

If a pre-proposal conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the Authority will be posted on the primary website referenced herein, and shall become an Addendum to this RFP. Offerors' questions posed orally at any pre-proposal conference must be reduced to writing by the Offeror and provided to the Authority's Point of Contact as directed by said Point of Contact.

Critical updated information may be included in these Addenda. It is important that all Offerors bidding on this proposal periodically check on the primary website referenced herein for any and all Addenda that may be issued prior to the proposal opening date.

The Authority may request written clarifications to proposals and/or interviews and oral presentations and may give any Offeror the opportunity to correct defects in its Proposal if the Authority believes doing so does not result in an unfair advantage for the offeror and it is in the Authority's best interests. Any clarification response that is broader in scope than what the Authority has requested may result in the Offeror's Proposal being disqualified. Offerors shall provide the requested information in writing by the date and time specified by the Authority. If the requested information is not timely received, the Offeror's evaluation may be adversely affected and/or the Proposal may be declared non-responsive and not eligible for award.

The Authority will not be bound by oral explanations or instructions given by anyone at any time during the proposal process or after award. The Authority will not consider Offeror's information indicated by reference as part of the RFP response. However, the Authority may consider other sources in the evaluation of proposals, such as references, for example.

The Authority may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Offerors. Minor irregularities are defined as those that will not have an adverse effect on the Authority's interest and will not affect the price of the proposals by giving an Offeror an advantage or benefit not enjoyed by other Offerors.

D. Submittal of Proposals

Offerors must submit sealed packages inclusive of one (1) original hardcopy complete Proposal, and one (1) copy. The original Proposal must be signed by a company official authorized to make a legal binding offer. **An electronic version on a USB flash drive in searchable Adobe Acrobat PDF format to the Authority Contact and an electronic redacted version must also be provided.** Proposals must be received by the Due Date and Time specified above and delivered to the following location:

1. **By (UPS) Mail** – Raleigh-Durham Airport Authority, Attn: Dale S. Poole, RDU Center, 1000 Trade Drive, Morrisville, NC 27560; or
2. **By (FedEx) Mail** – Raleigh-Durham Airport Authority, Attn: Dale S. Poole, RDU Center, 1000 Trade Drive, RDU Airport, NC 27623;
3. **By United States Postal Service Mail** – Raleigh-Durham Airport Authority, Attn: Dale S. Poole, Procurement Services, P.O. Box 80001, Raleigh, NC 27623; or
4. **By Hand-delivery** – Proposals may be hand-delivered to the front desk attendant in the front lobby of the RDU Center, Raleigh-Durham Airport Authority, RDU Center, 1000

Trade Drive, RDU Airport, NC 27623. This location is also the “Cell Lot” Building (<http://www.rdu.com/wpcontent/uploads/2014/11/RDUCenterlot.pdf>)

Proposals will be time and date stamped upon receipt (by either mail or hand-delivery), and shall clearly state the following information:

RFP Info: General Concessions Program Planning Services
RFP #554-2023-0012-DSP
Attn: Dale S. Poole

Proposals shall be enclosed in a sealed envelope or package. The envelope/package must be addressed to the Authority as specified above. The name and address of the Offeror and the RFP number and title shall be placed on the outside of the package. Proposals shall not be accepted by electronic means. All items required to be included with the Proposal submission must be included, or the Proposal may be subject to rejection. It is the responsibility of the Offeror to ensure that the proposal package is complete and received by the Authority at the proper time. The Authority will in no way be responsible for delays caused by the United States mail delivery, common carrier or by any other occurrence. Failure to execute/sign the Proposal prior to the submittal deadline shall render the Proposal invalid. Regardless of cause, late proposals will not be accepted and will be automatically disqualified from further consideration.

E. Reservation of Rights – Additional Offeror Information

The Authority reserves the right to require the Offeror’s most recent audited financial statement(s) for up to three (3) years. The Authority reserves the right to require the Offeror to provide evidence of authorization to do business in the State of North Carolina. If the Offeror is not registered with the NC Secretary of State, the Offeror shall provide a copy of its registration in its state of domicile. The Authority reserves the right to require the Offeror to provide its current Certificate(s) of Insurance as outlined in the Sample Agreement.

The Contractor shall treat all work product and any other information or knowledge of the Authority related to the specifications and/or scope of services, in any form whatsoever, as confidential information of the Authority and shall not disclose or make same available to any third party without the Authority's advance written consent.

The Proposal must also include all required forms as provided in **RFP Attachments**.

Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this solicitation, each Offeror shall submit with their Proposal sketches, descriptive literature and/or complete specifications covering the services

offered. Reference to literature submitted with a previous offer will not satisfy this provision. Proposals that do not comply with these requirements will be subject to rejection.

F. Taxes

The Authority is exempt from Federal Taxes, such as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 23 of the Internal Revenue Code. Prices offered shall not include any applicable North Carolina and county sales and use taxes. However, sales and use taxes may be shown as separate items if applicable.

G. Rejection of Proposals and RFP Cancellation

The Authority may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that the Authority believes is excessive in price or otherwise not in its interests to consider or to accept. The Authority reserves the right to reject any proposal as non-responsive if the Proposal fails to include any of the required information in the specified order.

If all proposals are rejected, the Authority Contact will notify all Offerors that all proposals on the project were rejected.

The Authority reserves the right to reject any and all proposals, in whole or in part for any reason including:

- any offer is unsatisfactory as to quality or quantity, delivery, price or service offered;
- non-compliance with the requirements or intent of this solicitation;
- a lack of competitiveness;
- error(s) in specifications or indications that revision would be advantageous to the Authority;
- cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed;
- limitation or lack of available funds;
- circumstances that prevent determination of the best offer; or
- any other determination that rejection would be in the best interest of the Authority.

The Authority reserves the right to cancel this RFP if it is determined to be in the best interest of the Authority to do so. In addition, the Authority may reject all the Proposals, and seek to do the project through a new RFP or by other means.

SECTION III RESERVED

SECTION IV APPROPRIATIONS

Contractor agrees and understands that payment as specified in the resulting contract for the period set forth herein, or any extensions or renewal thereof is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose and the contract shall automatically terminate upon depletion of such funds.

SECTION V INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT

The total quantity of any individual item(s) or services under this contract is not known and the Authority does not imply nor guarantee any minimum amount of purchases or spend.

SECTION VI NON-EXCLUSIVENESS OF CONTRACT

At any point during the term of the contract the Authority reserves the right to enter into other contracts with this or other contractors to obtain the same or similar goods and services when it is deemed to be in the best interest of the Authority.

SECTION VII FIXED PRICING

Pricing, fees, and percentage discounts are to be fixed for the term of the Contract.

SECTION VIII RESERVED

SECTION IX CIVIL RIGHTS – GENERAL

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

SECTION X CIVIL RIGHTS – TITLE VI ASSURANCE

NOTE – CONTRACTOR must also include provisions in its subcontracts

Title VI Solicitation Notice:

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

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 Agreement.
2. **Nondiscrimination:** Contractor, with regard to the work performed by it during the Agreement, 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 Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by 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 the contractor's obligations under this Agreement 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 the 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 the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Agreement, the 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 Agreement until Contractor complies; and/or
 - b. Cancelling, 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 with respect to any subcontract or procurement as the 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 the Authority to enter into any litigation to protect the interests of the Authority. In addition, 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 USC § 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 USC § 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 USC § 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 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 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;
- 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 USC 1681 *et seq.*).

SECTION XI RESERVED

SECTION XII RESERVED

SECTION XIII 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. *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.