

STATE OF ALASKA REQUEST FOR PROPOSALS



RURAL AIRPORT INSPECTION SERVICES - FEDERALLY FUNDED

RFP 2526H244

ISSUED 5/12/2026

THE PURPOSE OF THIS RFP IS TO ESTABLISH A CONTRACT FOR RURAL AIRPORT INSPECTION SERVICES FOR THE DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, DIVISION OF STATEWIDE AVIATION

ISSUED BY:

DEPARTMENT OF TRANSPORTATION AND
PUBLIC FACILITIES (DOT&PF)
DIVISION OF PROGRAM MANAGEMENT &
ADMINISTRATION (PMA)

PRIMARY CONTACT:

JOEL BALZER
PROCUREMENT OFFICER
JOEL.BALZER@ALASKA.GOV
(907) 269-0867

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The purpose of this RFP is to establish a contract for rural airport inspection services for the Department of Transportation and Public Facilities (DOT&PF), Division of Statewide Aviation (SWA).

SEC. 1.02 BUDGET

The DOT&PF, SWA estimates a budget not to exceed \$1,550.00 per inspection. Proposals priced at more than \$1,550.00 per inspection will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** Alaska Time on **6/2/2026** as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

To demonstrate the required minimum prior experience is met, offerors must include with their proposal, a written explanation demonstrating how they meet these requirements, along with supporting evidence verifying how compliance with the minimum prior experience criteria.

Failure to include this documentation must result in the proposal being considered non-responsive and rejected. Proposals from offerors who do not meet these requirements will be considered non-responsive and rejected.

DOCUMENTS REQUIRED WITH PROPOSAL SUBMISSION:

1. Offerors must have a minimum of 500 hours experience as a pilot flying light aircraft in Alaska, within the last ten years. A minimum of 300 hours of this experience must have been logged within the last six years. If a subcontractor's experience is used to meet this requirement, it will be considered when evaluating responsiveness. However, no more than 200 hours of subcontractor experience may count toward the required minimum 500 hours, and all 200 hours of subcontractor hours must have been accrued experience must be within the past six years.
2. The offerors lead inspector must possess a current Certificate of Completion of the 5010-training class administered by Tadera or state approved FAA-recognized equivalent. Tadera website is located at: <https://www.tadera.com/capabilities/faa-partnership-solutions> to demonstrate this minimum prior experience requirement evidence must be submitted with the proposal.

This evidence does not count against maximum page totals for SEC 4.02 SPECIAL FORMATTING REQUIREMENTS.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for

the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

Procurement Officer: Joel Balzer email: joel.balzer@alaska.gov phone: 907-269-0867

SEC. 1.07 RETURN INSTRUCTIONS

If submitting a hard copy proposal, Offerors must submit one hard copy of their proposal to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Transportation & Public Facilities
Division of Program Management & Administration (PMA)
Attention: Joel Balzer
Request for Proposal (RFP) Number: 2526H244
RFP Title: Rural Airport Inspection Services - Federally Funded

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dotcrprocurement@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the State is 10mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 10 megabytes, and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it with enough time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency by calling 907-269-0796 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.09 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		5/12/2026
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	6/2/2026
Proposal Evaluations Complete		6/9/2026
Notice of Intent to Award		6/10/2026
Contract Issued		6/23/2026

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation and Public Facilities, or the Commissioner's designee. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

SEC. 1.12 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.13 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

SEC. 1.14 FEDERAL CONTRACT PROVISIONS AND FEDERAL ASSISTANCE

Contract Provisions for Federal-Aid Contracts, Form Federal Aviation Administration (FAA) pages 1 through 18 is attached to this document. Link to the document provided below.

<https://dot.alaska.gov/stwddes/dsconst/assets/pdf/constcontforms/25d55a.pdf>

Procurement and Contracting Under AIP – Federal Contract Provisions website (overview page): website Link provided below.

https://www.faa.gov/airports/aip/procurement/federal_contract_provisions

Federal Contract Provisions for Airport Improvement Program (AIP) procurements pages 1 through 76 are attached to this document. Link to the document provided below.

https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/current_pdf

The Contractor must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

CONTRACT FUNDING:

The funding of the resultant contract will be provided by the Federal Aviation Administration (FAA). Federal funds are identified and appropriated for the first term of the contract. Payment and performance obligations for additional terms of the contract are subject to the availability and appropriation of funds.

STATEMENT OF FINANCIAL ASSISTANCE:

Statement of Financial Assistance: This Procurement is subject in part to financial assistance grants agreement between the State of Alaska and the Federal Aviation Administration (FAA).

Sec. 36.30.890. Federal Assistance

If a procurement involves the expenditure of federal funds or federal assistance and there is a conflict between a provision of this chapter or a regulation adopted under a provision of this chapter and a federal statute, regulation, policy, or requirement, the federal statute, regulation, policy, or requirement shall prevail.

2 AAC 12.730. Federal Assistance

If a procurement involves the expenditure or federal funds or requires federal assistance and there is a conflict between a provision of this chapter and federal statute, regulation, policy, or requirement, the procurement officer shall comply with the federal statute, regulation, policy, or requirement. Authority: AS 36.30.040; AS 36.30.890

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Approximately 367 facilities in the State of Alaska are registered with the Federal Aviation Administration (FAA) as public airports, of which, up to 122 will be inspected in year one (1) of this contract with two optional years. It is the responsibility of the DOT&PF to perform periodic safety inspections of these public airports to verify or change data elements on the FAA Form 5010-1 (Airport Master Record) in accordance with sound engineering practices, and work includes conducting 5010 inspections at specific airports each year and updating airport related information within the FAA's Airport Data and Information Portal (ADIP) system.

References:

1. FAA Order 5010.4A – Airport Data and Information Management

Website: http://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.current/documentNumber/5010.4

2. FAA Advisory Circular (AC) 150/5210-20A – Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports

Website: https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5210-20

3. FAA Guide to Ground Vehicle Operations

Website: https://www.faa.gov/airports/runway_safety/media/ground_vehicle_guide_proof_final.pdf

4. AirportIQ 5010

Managed by Tadera, this site provides an easy way to view updated airport master record information.

Website: - <https://www.airportiq5010.com/5010Web/>

5. FAA Airport Data and Information Portal (ADIP)

Website: <https://adip.faa.gov/agis/public/#/public>

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Transportation and Public Facilities, Division of Statewide Aviation is soliciting proposals for a professional consultant to perform approximately 367 safety data inspections at distinct rural public airports in the State of Alaska over a three (3) year time period. Approximately one-third of these rural public airports are to be inspected each year, with up to 122 airports in year one.

Attachment #13, the "Eligible Airports List" notates the 367 airports eligible for inspection. The Contractor must include the year one work plan by identifying which 122 airports will be inspected in the first year of the contract in the proposal submitted in response to this RFP. The proposed work plan should focus on facilities mostly in the Western and Northern portions of Alaska. For future years, the Contractor shall provide work plans for the upcoming season in advance of NTP issuance by the Project Manager or designee.

The Contractor will perform all rural airport inspection and research services under this contract by flying to each airport as assigned through the issuance of a Notice to Proceed (NTP). The Contractor will not be reimbursed for a rural airport inspection if they do not land at the airport assigned through the associated NTP and provide the required pictures and reports, unless prior written approval has been issued by the Project Manager or designee. Inspections must be conducted when the facilities are clear of snow cover.

The 122 airports identified for rural airport inspection in the first year must be approved through the NTP process. No inspections shall take place without the issuance of an NTP. Additional inspections approved for the first year of the contract will be reimbursed at the same rate as approved under the contract.

Procedural Requirements

At a minimum, the Contractor shall follow the procedures and requirements set forth in FAA Order 5010.4A, Chapter 4 (Airport Data and Information Management), dated 11/30/15, and any clarifications or guidance previously provided by the FAA.

The Contractor shall comply with the FAA Advisory Circular (AC) 150/5210-20A.

Prior to commencing any work under this contract, all contract personnel conducting airport inspections must read the publication: **FAA Guide to Ground Vehicle Operations**. **Link to this publication is provided in RFP Section 2.01 Background Information, Reference item 3.**

The contract does not guarantee a minimum or maximum number of project inspections or research work be performed by the Contractor. This contract does not preclude the State from performing some of the 5010 airport inspections and research work. Any changes to the Eligible Airports List will be negotiated between the State and the Contractor and formalized through a written contract amendment issued by the Procurement Officer of record.

This RFP does not limit the method or modes of transportation used by the Contractor to travel to and perform the work required under this contract. The Contractor must plan each season in a manner to ensure the effective and efficient inspection of rural airports.

Data Downloads and Uploads

Current master records for each facility shall be downloaded by the Contractor from the FAA's Airport Data and Information Portal (ADIP) website (<https://adip.faa.gov/agis/public/#/>) or from the Tadera Inc. AirportIQ 5010 website (<https://www.airportiq5010.com/5010web/>). Data collected by the Contractor shall be uploaded

electronically to the FAA's ADIP website within the Airport Master Records Module (AMR). The Contractor will receive password authority after the contract is approved and a Notice to Proceed is issued. Aeronautical Information Portal (<https://nfdc.faa.gov/nfdcApps/controllers/PublicSecurity/register>).

Notice to Proceed (NTP)

All work under this contract will be authorized by the Project Manager or designee through issuance of a written Notice to Proceed (NTP). An executed copy of the NTP must be provided to the Procurement Officer of record.

The Contractor will perform all rural airport inspection and research services under this contract by traveling to each airport as assigned by the NTP. The contractor will not be reimbursed for a rural airport inspection if they do not physically visit the airport assigned by NTP and provide the required data, pictures and reports, unless prior written approval is provided by the Project Manager or designee.

TASK 1: 5010-1 RURAL AIRPORT INSPECTION, DATA ENTRY, RURAL AIRPORT INSPECTION REPORTS AND AIRPORT LAYOUT SKETCHES

The Contractor shall contact the Airport Manager, or owner listed on the FAA Form 5010-1 in advance to schedule the rural airport inspection. The Contractor must contact the airport representative by e-mail, or by telephone 72 hours prior to inspection. If no response, a follow-up email 24 hours prior to travel is preferred. A representative from the airport should be requested to be available and on-site, if possible, to discuss the rural airport inspection findings and to assist in providing administrative data for FAA Form 5010-1. The Contracting Agency can provide a list of airport managers for all DOT&PF owned facilities on the inspection list, upon request or by using the Alaska Aviation System Plan website (<https://www.alaskaasp.com/>).

The Contractor shall conduct airport inspections in accordance with the procedures contained in the FAA Order 5010.4A and in accordance with each inspector's training guidance and certification.

The latest computer-generated FAA Form 5010-1 (the rural airport inspection will occur within the current 56-day cycle, in effect). A copy of the current Airport Layout Sketch shall be used by the Contractor when conducting the rural airport inspection at each airport. The Contractor shall make corrections to the FAA Form 5010-1 data elements and the Airport Layout Sketch to reflect conditions observed on the date of the actual inspection.

The Contractor shall verify and/or correct each data element on the FAA Form 5010-1, except elements #6, 7, 25, 26, 60, 61, 62, 63, 64, 85, 86, 87, 88 & 89, and those other data elements which are the responsibility of a specific FAA office as described in FAA Order 5010.4A.

Data elements #19, 20, 21, 30, 31, and 32 are to be verified, but are not to be changed by the Contractor on the ADIP website.

Any deviations measured in the field from those reported on the latest FAA Form 5010-1 are to be remarked in field notes and on the marked-up 5010-1 form, but no changes are to be made by the Contractor in the official Airport Master Records to these data elements.

All measurements and computations made by the Contractor to verify or change data elements on the FAA Form 5010-1 shall be made in accordance with sound engineering practices. The Contractor shall use engineering instruments such as handheld Global Positioning System (GPS) units, hand levels, altimeters, clinometers, measuring wheels, measuring tapes, and other similar tools to obtain dimensional data.

Corrections for instrument error shall favor improved margins of safety. For example, if the approach slope ratio calculated for data element #57 is 19.7:1, it should be listed on the FAA Form 5010-1 as 19:1 instead of 20:1. FAA may accept data from the State but decline to enter it into its airport safety database if the agency determines that data from a source with a higher level of accuracy exist. A copy of all calculation sheets used to verify or change data on Form 5010-1 shall be provided to the Project Manager or designee.

While conducting the rural airport inspection, unsafe conditions such as unmarked obstructions, deteriorated pavement conditions, stored materials on the primary surface, damaged visual aids, parked aircraft near runways, taxiways or the approach surfaces, areas with the potential to attract birds, wildlife on and in vicinity of the airport, and any other such items on or near the runway shall be noted by the Contractor. Particular attention must be given to vertical objects that may impact flight – those located in the vicinity of the airport, the community, and in the flight paths.

The Contractor shall remark and include on the airport layout sketch any communication towers, wind turbines, antennae, or other such permanent, under-construction, or temporary objects observed during the inspection. The Contractor shall report unsafe conditions in data element #110. Where appropriate, the Contractor will notify the Project Manager or designee and airport management that the issuance of a Notice to Airmen (NOTAM) advised to notify pilots of unsafe conditions. The Contractor shall solicit any changes to data element #110 notices from the Airport Manager and submit those changes as appropriate. The Contractor shall also obtain answers or confirm answers to the questions on the “Wildlife Survey” and submit the answers using the Airport Data Change Form (Attachment #16 Wildlife Survey Questions)

In the event the name of an airport (data element #2) is changed, and an entry exists in data element #25 which is other than 'N', the Contractor shall request official documentation, signed by an authorized representative of the airport management, to substantiate the change, and shall submit the information to the Project Manager or designee.

The Contractor shall ask airport management whether ultralight or UAS drone activities occur at the airport. If a separate landing area for ultralights exists, the Contractor shall enter the landing direction in element #30 using a "U" suffix (i.e., 18U/36U). If the existing runways or taxiways are used for ultralights, the Contractor shall add a remark "Ultralights on and in vicinity of airport." In addition, if there is a ban on ultralights, the Contractor shall indicate this in the remarks, Element #110.

When an entry is made in element #43 (Visual Approach Slope Indicator), the Contractor shall provide information for elements #44 (Threshold Crossing Height) and #45 (Visual Glide Angle) if these data are not already shown on the FAA Form 5010-1. This information may be obtained from the installation specifications usually available in the Airport Manager's office when the visual approach slope indicator has been installed without federal assistance. Should the Contractor be unable to obtain this data, the Contractor will enter "unknown" in elements #44 and #45. The Contractor is not expected to measure, calculate and/or verify either the threshold crossing height or the visual glide angle.

Upon completion of each rural airport inspection, the Contractor will legibly enter their name, title and the date of the rural airport inspection in data elements #111 and 112, certifying that the Contractor physically inspected the site and believes the field marked-up FAA Form 5010-1 represents the actual conditions at the airport on that date.

The Contractor shall prepare a rural airport inspection report for each airport with narrative and photographs (photograph requirements detailed in Task 2) documenting the rural airport inspection visit and findings. This report narrative shall identify, at a minimum: runway dimensions, runway surface condition; lighting system and

condition; wind cone and segmented circle condition; obstruction values obtained for each runway; geographic coordinates; a description of vegetation condition (size, location); any wildlife signs or sightings on the airport; and a brief description of the methodologies and equipment used to conduct the inspection.

In addition, the report will include: oblique photographs of the airport; approach photographs of both ends of each runway; and a description of any changes made to Form 5010-1 data elements with justification for those changes. This report will also include all safety deficiencies and unsafe conditions as well as all potential problem areas that were found. Photographs will be submitted to the Project Manager or designee no later than the end of the month that the rural airport inspection occurs.

If an immediate safety issue exists, the Contractor must contact the Project Manager or designee without delay. The Contractor will submit the rural airport inspection summary reports, any field notes and calculation sheets electronically, by email to the Project Manager or designee.

The Contractor will enter rural airport inspection data into the ADIP website within ten (10) business days of the inspection. Upon completion of data entry, Contractor must "Save" data and not "Submit" data. Then, the Contractor will provide email notification to the applicable Agency's Regional Safety and Security Officer and Project Manager or designee for review. Upon contract execution, the Project Manager or designee will provide a list of email notification contacts, and their information to the contractor. The email notification shall include a copy of the marked-up 5010-1 form and oblique photo, field notes, calculation sheets used to verify or change data and photographs of any unsafe conditions or specific deficiencies found at the airport. All field notes and supporting documentation must include the date of rural airport inspection and airport identification. Notifications will stipulate that an Agency's staff have ten (10) days to review and provide comment on the data entered by the Contractor and "Saved" in the ADIP website.

If an Agency's comments are provided to the Contractor, the Contractor shall incorporate the comments and complete the final rural airport inspection upload within ten (10) business days of receipt of comments and "Submit" rural airport inspection data to the FAA ADIP website. If no comments are received within the review period, the Contractor shall complete the rural airport inspection upload and "Submit" within ten (10) business days of the review period.

The Contractor will have all rural airport inspection data for all airports for the first year of the contract submitted to the FAA's ADIP website no later than September 30, 2026. If necessary, and upon request of the Contractor, the Project Manager or designee may alter the submission date to a date that is mutually agreeable. All rural airport inspection reports for the first year of the contract shall be submitted to the Project Manager or designee no later than December 15, 2026. The naming convention of digital report submissions should correspond with location name and rural airport inspection date, in the following format: Airport Name, Location ID, 5010 rural airport inspection Report and Date (Year-Month-Day). For example, "Akiachak Z13 5010 Inspection Report 2025-06-30."

In the event the renewal options are exercised, approximately 122 additional airports will be inspected for each renewal year, each renewal will include a similar list of airports to be inspected for the upcoming term and will be provided to the Contractor by the Project Manager or designee upon renewal.

TASK 2: PHOTOGRAPHS AND GPS LOCATIONS OF AIRPORT FEATURES

The Contractor will submit photographs and GPS derived Latitude and Longitude coordinates of critical airfield features by email to the corresponding email notification contacts. The Contractor shall collect high resolution photographs, when possible. The contractor must collect an oblique photograph of the airport.

The Contractor will collect the GPS derived Latitude and Longitude (using the horizontal control datum NAD 83) at each runway threshold at the centerline of the runway; these coordinates will be obtained through use of a handheld GPS unit with a Wide-Area Augmentation System (WAAS)-enabled receiver allowed to position average over a period of between three and five minutes (or through a method that achieves the same or greater level of accuracy).

The Contractor will provide a digital photograph from each threshold looking away from the runway at the approach as an aid in identifying controlling obstructions in the approach, with the coordinate imprinted on each photograph. Seaplane Bases (SPB) do not require a GPS threshold reading or photograph; however, a photograph and GPS reading on the main seaplane dock or beaching area is required. These photographs are to be included in the rural airport inspection report as well as submitted monthly to the Project Manager or designee.

The Contractor shall take photographs with GPS enabled cameras and record GPS readings (latitude and longitude) of all navigational and visual aids at each airport inspected and provide these pictures with the recorded data imprinted on each picture, as part of the rural airport inspection report.

In addition to the photographs detailed above, the Contractor shall take, at a minimum, photographs of the following airport features, where applicable:

1. Oblique photograph of entire airport;
2. View to the approach from each threshold;
3. View to the opposite runway end from each threshold;
4. View of approach edges from each threshold perpendicular;
5. Main seaplane dock or landing area (SPBs only);
6. Navigational and visual aids including, but not limited to, VOR, ILS Localizer, wind cone, segmented circle, threshold lights, beacon, VASI, REIL, AWOS, VWOS, etc.;
7. Apron – view from taxiway; view from access road; tie down areas, signs, buildings, fuel facilities/tanks;
8. Each end of the runway from taxiway;
9. From midpoint of runway to each runway end;
10. Any unsafe conditions or specific deficiencies included in the rural airport inspection report; and,
11. Any visible wildlife on the airport (ex. bears, moose, musk ox).

The Contractor is encouraged to take more photographs than those listed if additional photographs serve to support rural airport inspection data and remarks. The State does not require a photograph of each individual runway and taxiway light at the airports. Photographs of the threshold lights are required, regardless of condition. Photographs of broken lights and lights with any recognizable problem are required. Only the threshold and seaplane dock coordinates are required to be obtained by handheld GPS as described previously; all other coordinates may be obtained by the GPS digital camera.

The digital photographs and GPS coordinates detailed above are to be included with the rural airport inspection reports. The Contractor will also provide all digital photograph files to the Project Manager or designee, separately from the rural airport inspection reports, no later than the end of the month that the rural airport

inspection occurs. The naming convention of digital photograph submissions should correspond with location name, in the following format: Airport Name, Location ID, and Year. For example, “Akiachak Z13 2025 (1).”

In addition to photograph submissions, the Contractor will upload rural airport inspection data into the ArcGIS Survey123 application, which contains rural airport inspection data, photographs, location and embedded metadata. The Contractor will utilize Survey123 and associated ArcGIS components to ensure standardized, accurate, and consistent data collection across all airport inspections. Use of these tools enables real-time data capture with embedded geospatial metadata, streamlined submission workflows, and direct integration into the Contracting Agency’s enterprise GIS systems, supporting efficient reporting, quality control, and statewide data management. The system will automatically generate the rural airport inspection report and submit it to the Contracting Agency.

The Contractor will obtain and maintain all necessary credentials required to access State systems for the duration of the contract. This includes, at a minimum, a valid State of Alaska user account and an ArcGIS Online organizational account. These accounts are required to support field data collection, access rural airport inspection applications (e.g., Survey123), and submit all required rural airport inspection data in accordance with Department workflows. The Contractor is responsible for coordinating account setup with the Department and ensuring all personnel performing rural airport inspection services have appropriate access prior to commencing work. The Contracting Agency will provide additional guidance and steps needed to integrate with this system. The Contractor will submit rural airport inspection data/photos per ArcGIS Survey123 application, per airport inspected, no later than December 15, of each contract year.

TASK 3: TERMINAL INSTRUMENT PROCEDURES (TERPs) APPROACH SURFACE SURVEY & CHARACTERIZATION (AS NEEDED)

TASK 3 deliverable is as needed and based upon funding availability, this work is optional and the State guarantees no minimum or maximum amount of work. Any work issued under Task 3, will be performed only upon written request of the Project Manager or designee and only after a contract amendment and NTP are issued.

If additional work is required, the Project Manager or designee will provide the Contractor with a written description of the work and request that the Contractor submit a proposal with a firm time schedule for accomplishing the additional work and a firm price in accordance with the hourly rates identified in the Offeror’s Submittal Form G – Cost Proposal.

Additional work will only be authorized by a written contract amendment to the contract issued by the Procurement Officer and an NTP issued by the Project Manager or designee. The Contractor will not commence additional work without a written amendment. Any work performed by the Contractor without a valid contract amendment and NTP is not authorized and will not be compensated by the State.

Instrument flight procedures are published for many of the public-use airports included in this contract. Airports with published procedures at the time this RFP was developed, are indicated in Attachment A. Current published approaches can also be found at the FAA digital–Terminal Procedures Publication (d-TPP)/Airport Diagrams website: https://www.faa.gov/air_traffic/flight_info/aeronav/digital_products/dtpp/

DOT&PF plans to have the Contractor evaluate approach surface slopes at these airports to identify and characterize existing or potential obstructions to the surfaces.

The Contractor will evaluate the TERPs approach surface off the end of each runway with a published instrument approach to identify existing or potential penetrations to the surface. The TERPs approach surfaces are not the same as the Part 77 approach surfaces evaluated by the Form 5010-1 inspection. However, the

evaluation of the TERPs approach surfaces shall be conducted with the same tools and equipment used for evaluation of the controlling obstructions to the Part 77 approach surfaces. Penetrations may include terrain, towers, buildings, or vegetation, among other features.

The Contractor may depict the TERPs approach surface dimensions and penetrations by creating a Airport Layout sketch on a standard form (see Attachment #15, TERPs Characterization for an example), over an aerial photograph of the airport, or on the Airport Layout Plan. Distinct penetrations (such as towers or isolated trees) will be characterized by measuring approximate distance from runway end, offset from centerline, and height. Extensive penetrations (such as large areas of forestation or terrain) will be characterized by measuring the high point(s) within each broad area and depicting the approximate extent of the area on the Airport Layout sketch. Photographs of the approach surface are also required. The Contractor shall take photographs from the starting point of the approach surface with views to the approach. Photographs shall be captioned or labeled with Runway End and view direction (e.g, Runway 30, view to NW).

Work conducted under this task does not require any additional training or certifications; however, familiarity with 14 CFR Part 77, Airport Design Advisory Circular (AC) 150/5300-13A (specifically Section 303. Runway end siting requirements), and FAA Order 8260.3C United States Standard for Terminal Instrument Procedures (TERPs) is necessary to complete the activities. Subject to authorization and scheduling, this work will be performed at the same time as the 5010 inspections and acquisition of photographs (Tasks 1 & 2).

TERPs reports (in electronic format, by email) are due to the Project Manager or designee within 30 calendar days of rural airport inspection completion.

The Contractor shall be compensated at the hourly rate proposed on Submittal Form G – Cost Proposal.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award through May 31, 2027, with the option to renew for two additional one-year terms, under the same terms and conditions, as the original contract. Renewals shall be initiated solely by the State.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 DELIVERABLES

During the course of this contract, the Contractor may be required to perform additional work if funding becomes available. Additional work may consist of rural airport inspection of an airport not included in the original contract work list for reasons such as the facility being newly registered for use by the public. The rate submitted in the Contractor's original Cost Proposal will apply to each airport added to the contract.

Amendments to this contract may occur depending upon funding for additional work to be performed. This additional work will increase the total contract value. That work will be within the general scope of the initial contract. Following any amendments, a Notice to Proceed (NTP) will be issued to authorize the work.

Other additional work may be Terminal Approach Procedures (TERPs) approach surfaces as described in Task 3. If Task 3 is required, the Project Manager or designee will provide the Contractor with a written description

of the additional work and request that the Contractor submit a firm time schedule for accomplishing the additional work and a firm price for the additional work in accordance with the hourly rates identified in the Offeror's Cost Proposal for Task 3.

The Contractor will not commence additional work without a written contract amendment issued by the Procurement Officer and a NTP issued from the Project Manager or designee.

The Contractor shall perform the following tasks:

TASK 1: 5010-1 RURAL AIRPORT INSPECTIONS, DATA ENTRY, RURAL AIRPORT INSPECTION REPORTS AND AIRPORT LAYOUT SKETCHES

For each airport included in Attachment #13, Eligible Airports List, the Contractor shall submit the following electronically, by email to the Project Manager or designee at the time data is entered into the 5010 website:

1. Dated copies of field notes and calculation sheets
2. Marked-up copy of the 5010-1 form and Airport Layout Sketch
3. Photographs of any unsafe conditions or specific deficiencies found at the airport

Final rural airport inspection reports (in electronic format) are due to the Project Manager or designee no later than December 15, of each contract year.

TASK 2: PHOTOGRAPHS AND GPS LOCATIONS OF AIRPORT FEATURES

The Contractor shall:

1. Submit all required georeferenced photographs, including associated GPS coordinates, as part of the rural airport inspection report. All photographs will be taken with the camera compass (magnetic heading) enabled, the magnetic heading (bearing) must be captured in embedded metadata along with the GPS coordinates.
2. Provide a complete set of digital photograph files for all airports inspected to the Project Manager or designee each month of the rural airport inspection season for each contract year
3. Submit rural airport inspection data/photos per ArcGIS Survey123 application, per airport inspected, no later than December 15, of each contract year. The Contracting Agency will provision required ArcGIS Online organizational accounts and Survey123 access for contractor personnel. Offerors should not include separate ESRI licensing costs in their pricing.

All work associated with Tasks #1 and #2 will be reimbursed at the Per Airport Rate submitted by the Successful Offeror and memorialized in the resulting contract.

TASK 3: TERMINAL INSTRUMENT PROCEDURES (TERPs) APPROACH SURFACE SURVEY & CHARACTERIZATION (AS NEEDED)

TASK 3 deliverable is as needed and based upon funding availability, this work is optional and the State guarantees no minimum or maximum amount of work. Any work issued under Task 3 will be performed only upon written request of the Project Manager or designee and only after a contract amendment and NTP are issued.

The Contractor will perform TERPs inspections for airports identified and authorized by the Project Manager or designee at the same time as Task #1 – 5010 Inspections.

The Contractor will:

1. TERPs Approach Surface Airport Layout Sketch – for each runway end with a published instrument flight approach procedure, the Contractor will produce a sketch showing locations of penetrations, as described in the Scope of Work. The Airport Layout Sketch may be done on a standard form (see Attachment #15), over an Airport Layout Plan, or over an aerial photograph of the airport.
2. Photographs of the approach surface, as described in the Task 2 Scope of Work.

All work associated with Task #3 will be reimbursed at the hourly rate submitted by the successful offeror on their Cost Proposal.

TERPs reports (in electronic format, by email) are due to the Project Manager or designee within 30 calendar days of rural airport inspection completion.

SEC. 3.04 CONTRACT TYPE

This contract is a firm fixed price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule.

The Contractor shall provide a progress report with each invoice for the month in which services are performed. The report shall specifically describe the completed services, including locations inspected, and estimate the percentage of remaining work for completion.

No payment will be made until the report, and invoice has been approved by the Project Manager or designee.

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation & Public Facilities or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.07 LOCATION OF WORK

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 3.08 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience will be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;

If a subcontractor on the list did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 3.11 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation and Public Facilities or the Commissioner's designee.

SEC. 3.14 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is

permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.15 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 3.16 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

2.5 Aircraft Liability Insurance: Covering all aircraft used by the Contractor (and any lower-tier subcontractor) in the performance of services under this agreement, with minimum coverage limits of \$1,000,000 combined single limit (CSL) per occurrence and not less than \$150,000 per passenger seat. The State of Alaska must be added as an additional named insured for all flight operations under this agreement. Certificates of Insurance must evidence the additional insured status and must provide for notice of cancellation, non-renewal, or material change in accordance with policy provisions.

No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements must be set out in the offeror's proposal.

SEC. 3.17 TERMINATION FOR DEFAULT

- a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as part of their proposal. An electronic copy of the forms is posted along with this RFP.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive.

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the requirements for page limits below.

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, 1 Page' implies that the offeror can only provide a response on one side of a piece of paper). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending them to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
Submittal Form B – Experience and Qualifications	4
Submittal Form C – Understanding of the Project	3
Submittal Form D – Methodology Used for the Project	3
Submittal Form E – Management Plan for the Project	3
Submittal Form F – Subcontractors	
Submittal Form G – Cost Proposal	

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

This RFP contains Submittal Forms. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive and rejected.

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies they comply with the following:

- a) the laws of the State of Alaska;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- g) that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide detail on the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,

- name, and
- resume,

The Offeror must provide the current Certificate of Completion of the 5010-training class and written explanation demonstrating how they meet the minimum prior experience requirements.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

Offerors must provide resumes for those personnel with names and title that will be assigned to complete the project as a separate attachment to Submittal Form B. Resumes must not exceed one (1) page in length.

Resumes included do not count against the 4 page limit for this evaluated criteria submittal.

Neither the offeror's current Certificate of Completion of the 5010-training class, nor written explanation demonstrating how they meet these minimum prior experience will count against the 4 page limit for this evaluated criteria submittal. Failure to provide this explanation will result in the proposal being considered non-responsive and rejected.

SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)

If using subcontractors, the offeror must complete and submit this Submittal Form.

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, travel, per diem and lodging, payroll, supplies, overhead assigned to each person

working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness and responsibility. Proposals deemed non-responsive or non-responsible will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 3) Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	Weight
Experience and Qualifications	250
Understanding of the Project	25
Methodology Used for the Project	75
Management Plan for the Project	250
Total	600

Cost Criteria	Weight
Cost Proposal	(Submittal form G) 400

Total

400

TOTAL EVALUATION POINTS AVAILABLE: 1000**SEC. 5.03 SCORING METHOD AND CALCULATION**

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1, 5, or 10, with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score. PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a score of 10. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a score of 1.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

Offeror Total Score**x Max Points = Points Awarded****Highest Total Score Possible****Example (Max Points for the Section = 100):**

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

Offeror Total Score (30)

_____ x Max Points (100) = Points Awarded (75)

Highest Total Score Possible (40)

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

_____ x Max Points (100) = Points Awarded (50)

Highest Total Score Possible (40)

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

_____ x Max Points (100) = Points Awarded (100)

Highest Total Score Possible (40)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable experience of the personnel designated to work on the project?

2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrated experience in completing similar projects?
- b) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 UNDERSTANDING OF THE PROJECT

Proposals will be evaluated against the questions set out below:

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?

- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

Example (Max Points for Contract Cost = 400):

Step 1

List all proposal prices.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$$

Offeror #3 receives 336.8 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$$

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section 5. Evaluation criteria and contractor selection.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held via email, teleconference, or video conference as determined by the procurement officer and project manager.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 6.11 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted.

SEC. 6.12 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 6.13 PROPOSAL AS PART OF THE CONTRACT

Part of or all of this RFP and the successful proposal may be incorporated into the contract.

SEC. 6.14 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 6.15 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive or cancel the contract.

SEC. 6.16 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 6.17 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 6.18 DISCLOSURE OF PROPOSAL CONTENTS

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (Herein, any reference to “Record” includes all such records and the offer; any reference to “Law” includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the offeror undertook the following protective measures:
 - a. marked information confidential;
 - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
 - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the offeror.
6. If the offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:

- a. the State agrees that the Law protects the information; and
 - b. if the nondisclosure is challenged, the offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify an offeror of a request for the Record and of a planned release if the offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

SEC. 6.19 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 6.20 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 6.21 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 6.22 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 6.23 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 6.24 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 6.25 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

1) Proposal Evaluation Form

Note: Attachments 2-8, Submittal Forms A-G are also provided electronically with the RFP posting.

2) **Submittal Form A. Offeror Information and Certifications**

3) **Submittal Form B. Experience and Qualifications**

4) **Submittal Form C. Understanding of the Project**

5) **Submittal Form D. Methodology Used for the Project**

6) **Submittal Form E. Management Plan for the Project**

7) **Submittal Form F. Subcontractors**

8) **Submittal Form G. Cost Proposal**

9) Standard Agreement Form for Professional Services (Appendix A)

10) Appendix B2 Indemnity and Insurance

11) Notice of Intent to Award (NOIA)

12) Notice to Proceed (NTP)

13) Eligible Airports List

14) Dates of Previous Cycle Inspections

15) TERPs Characterization - Sample Reporting Form

16) Wildlife Survey Questions

17) Form 25D—154 Material Submittal for buy American Compliance – Federal-Air Airport Contracts

18) Contract Provisions for Federal-Aid Contracts, Form Federal Aviation Administration (FAA)

19) Federal Contract Provisions for Airport Improvement Program (AIP) procurements

PROPOSAL CHECKLIST ITEMS:

1. Submittal Forms A through F (Technical Proposal)
2. Submittal Form G. Cost Proposal
3. Resumes, current Certificate of Completion of the 5010-training class and written explanation demonstrating the minimum prior experience are met
4. Completed and signed Attachment #17 FAA Form 25D-154 (“N/A” allowed if no applicable materials are anticipated)
5. Sign and submit all mandatory return amendments issued to this RFP (As applicable)

This checklist is not intended to be an all-inclusive list for all requirements of the ITB. It is the offeror’s responsibility to ensure all required items and information are addressed in their proposal.

Attachment #1 PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Offeror Name: _____
 Evaluator Name: _____
 Date of Review: _____
 RFP Number: 2526H244

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

5.04 Experience and Qualifications—250 Points

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?

NOTES: _____

- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

NOTES: _____

- c) How extensive is the applicable experience of the personnel designated to work on the project?

NOTES: _____

2) Questions regarding the firm and subcontractors (if included)

- a) How well has the firm demonstrated experience in completing similar projects?

NOTES: _____

- b) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.04: _____

5.05 Understanding of the Project—25 Points

Proposals will be evaluated against the questions set out below.

1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES: _____

2) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES: _____

3) To what degree has the offeror demonstrated an understanding of the deliverables the State expects it to provide?

NOTES: _____

4) Has the offeror demonstrated an understanding of the State's time schedule and can meet it?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.05: _____

5.06 Methodology Uses for the Project—75 Points

Proposals will be evaluated against the questions set out below:

1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES: _____

2) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES: _____

3) Does the methodology interface with the time schedule in the RFP?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.06: _____

5.07 Management Plan for the Project—250 Points

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES: _____

- 2) How well is accountability completely and clearly defined?

NOTES: _____

- 3) Is the organization of the project team clear?

NOTES: _____

- 4) How well does the management plan illustrate the lines of authority and communication?

NOTES: _____

- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES: _____

- 6) Does it appear that the offeror can meet the schedule set out in the RFP?

NOTES: _____

- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES: _____

8) To what degree is the proposal practical and feasible?

NOTES: _____

9) To what extent has the offeror identified potential problems?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.07: _____

5.08 Contract Cost — 400 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 5.08.

SUBMITTAL FORM A – Offeror Information

Revised March 13, 2024

PROJECT INFORMATION

RFP NUMBER: 2526H244

PROJECT NAME: Rural Airport Inspection Services -Federally Funded

OFFEROR INFORMATION

Company Name: _____

Address: _____

Tax ID: _____

Alaska Business

License #: _____

CONTACT INFORMATION

Provide contact information for the individual that can be contacted for clarification regarding this proposal:

Name _____

Title _____

Address _____

Email _____

Telephone _____

CRITICAL TEAM MEMBERS

Provide the names of all critical team members that will be assigned to this contract. Note: These individuals cannot be removed or replaced from this project, or their positions, unless approved in writing the project director or procurement officer.

Name of Position 1 _____

Name of Position 2 _____

Name of Position 3 _____

Name of Position 4 _____

ADDENDA ACKNOWLEDGEMENT

The offeror acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their proposal. Failure to identify and sign for all amendments may subject the offeror to disqualification. The offeror must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your proposal (add more rows as necessary).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*

1	The offeror is presently engaged in the business of providing the services & work required in this RFP.	True False
2	The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP.	True False
3	The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state.	True False
4	The offeror confirms that they can obtain and maintain all necessary insurance as required on this project.	True False
5	The offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	True False
6	The offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.	True False
7	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True False
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	True False
9	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True False
10	The offeror can provide (if requested) financial records for the organization for the past three years.	True False
11	The offeror has not had any contracts terminated by the State of Alaska (within the past five years).	True False
12	The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	True False
13	The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.	True False
14	The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the state.	True False
15	The offeror certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	True False
16	The offeror does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	True False
17	The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	True False
18	Offeror certifies they comply with the laws of the State of Alaska.	True False
19	Offeror confirms their proposal will remain valid and open for at least 90 days.	True False

* Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below (add rows as necessary).

Section	Clarification

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity services to be provided by the offeror.

Does the offeror, or any individuals that will work on this contract, have a possible conflict of interest?

Yes No

** Failure to answer may be grounds for disqualification.*

If "Yes", please provide additional information regarding the nature of that conflict:

[Empty text box for providing additional information regarding the nature of the conflict.]

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the proposal, proposal evaluation, or contract:

[Empty text box for listing federal requirements.]

SIGNATURE

This proposal must be signed by a company officer empowered to bind the company.

Printed Name _____

Title _____

Date _____

Signature _____

SUBMITTAL FORM B – Experience and Qualifications

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed four (4) pages (reference RFP section 4.02).

SUBMITTAL FORM C – Understanding of the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed three (3) pages (reference RFP section 4.02).

SUBMITTAL FORM D – Methodology Used for the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed three (3) pages (reference RFP section 4.02).

SUBMITTAL FORM E – Management Plan for the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed three (3) pages (reference RFP section 4.02).

SUBMITTAL FORM F – Subcontractors

Please complete the below form if using subcontractors. During contract negotiation, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to performing the services required by the contract. Prior to contract award, the state will also require evidence that a subcontractor possesses a valid Alaska business license if they will be performing work within Alaska.

Subcontractor Function	Subcontractor Name	Address	% of Work Performing

SUBMITTAL FORM G – Cost Proposal

Offeror:

Offerors must complete this fixed price cost proposal. Failure to complete and submit this form with the proposal will result in the proposal being found non-responsive and rejected. The quantity of work defined below is for evaluation purposes only. The State guarantees no minimum or maximum order. The State reserves the right to change the number of inspections to be conducted in any given term of the contract including all renewals.

Offerors must enter the requested data for all of the cells filled with yellow. Failure to do so will cause the State to find your proposal non-responsive.

Task 1: 5010-1 Inspections, Data Entry, Inspection Reports, and Sketches

Task 2: Photographs and GPS Locations of Airport Features

The costs for Task 1 & 2 must be combined and may not exceed \$1,550.00 per inspection.

Estimated quantities are for evaluation purposes only. The State guarantees no minimum or maximum number of inspections.

Description	Year	Qty	Unit	Unit Cost	Annual Cost
Airport Inspection per Tasks 1&2	1	122	Each		\$ -
Airport Inspection per Tasks 1&2	2	122	Each		\$ -
Airport Inspection per Tasks 1&2	3	123	Each		\$ -
Evaluated Cost for Tasks 1&2 for 3 Years					\$ -

Task 3 – Terminal Instrument Procedures (TERPS) Approach Surface Survey & Characterization

Estimated quantities are for evaluation purposes only. The State guarantees no minimum or maximum number of inspections.

Description	Qty	Unit	Hourly Rate	Extended Cost
Terminal Instrument Approach Surface Survey and Characterization	94	Hours		\$ -
Evaluated Cost for Task 3				\$ -

Total Evaluated Costs Tasks 1-3 TOTAL:	\$ -
---	------

ATTACHMENT #9 STANDARD AGREEMENT FORM & APPENDIX A

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number ■	2. Contract Title ■	3. Agency Fund Code ■	4. Agency Appropriation Code ■
5. Vendor Number ■	6. IRIS GAE Number (if used) ■	7. Alaska Business License Number ■	
This contract is between the State of Alaska,			
8. Department of ■		Division ■	hereafter the State, and
9. Contractor ■			hereafter the contractor
Mailing Address ■	Street or P.O. Box ■	City ■	State ZIP+4 ■
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.			
ARTICLE 2. Performance of Service:			
2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.			
2.2 Appendix B sets forth the liability and insurance provisions of this contract.			
2.3 Appendix C sets forth the services to be performed by the contractor.			
ARTICLE 3. Period of Performance: The period of performance for this contract begins ■, and ends ■.			
ARTICLE 4. Considerations:			
4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$■ in accordance with the provisions of Appendix D.			
4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of ■		Attention: Division of ■	
Mailing Address ■		Attention: ■	
12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm ■			
Signature of Authorized Representative ■			
Date ■			
Typed or Printed Name of Authorized Representative ■			
Title ■			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee ■	
Department/Division ■		Date ■	
Signature of Project Director ■		Typed or Printed Name ■	
Typed or Printed Name of Project Director ■		Title ■	
Title ■			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer " means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

- 5.1 The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- 5.2 The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

Attachment #10 Appendix B2 Indemnity and Insurance

APPENDIX B²

INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

2.5 Aircraft Liability Insurance: Covering all aircraft used by the Contractor (and any lower-tier subcontractor) in the performance of services under this agreement, with minimum coverage limits of \$1,000,000 combined single limit (CSL) per occurrence and not less than \$150,000 per passenger seat. The State of Alaska must be added as an additional named insured for all flight operations under this agreement. Certificates of Insurance must evidence the additional insured status and must provide for notice of cancellation, non-renewal, or material change in accordance with policy provisions.

ATTACHMENT #11 NOTICE OF INTENT TO AWARD (NOIA)

STATE OF ALASKA

Department of NAME

Division of NAME



NOTICE OF INTENT TO AWARD A CONTRACT

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NUMBER: 2526H244

RFP SUBJECT: Rural Airport Inspection Services – Federally Funded

PROCUREMENT OFFICER:

SIGNATURE: _____

This is notice of the state's intent to award a contract. An offeror who wishes to protest this Notice of Intent must file the protest with the procurement officer within ten calendar days following the date of this notice. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified below as being the most advantageous is instructed not to proceed until Contract Award or other form of notice to proceed is given by the procurement officer.** If the offeror proceeds prior to receiving a Contract Award or other form of notice to proceed, the offeror does so without a contract and at their own risk. AS 36.30.365.

LEGEND: @ = MOST ADVANTAGEOUS
 YES = RESPONSIVE AND RESPONSIBLE OFFEROR
 NO = NON-RESPONSIVE OR NON-RESPONSIBLE OFFEROR

<u>Offeror</u>	<u>Responsive</u>	<u>Total Score</u>	<u>Most Advantageous</u>

SUMMARY

ATTACHMENT #12 NOTICE TO PROCEED (NTP)



NOTICE TO PROCEED & INVOICE SUMMARY

NTP No:
 Agreement No:
 IRIS Project No:
 PSA Expiration Date:

(This form is for any FIXED PRICE Agreement or for a COST REIMBURSEMENT Agreement in which the sum of all NTPs will not exceed \$250,000.)

Contractor:
 Project Title: Rural Airport Inspection Services (FY26)

NOTICE TO PROCEED

In accordance with our Agreement the Contractor shall provide services for Task #1 5010-1 Inspections, Data Entry, Inspection Reports, and Sketches and Task #2 Photos and GPS Locations of Airport Features as described in the scope of work. Compensation is paid at a fixed rate of \$1,550.00 per airport completed for up to 122 airports.

Compensation for this NTP shall be by the method(s) and not exceed the authorized amount(s) specified in the Invoice Summary (below). The Agency Contract Manager for this NTP is: Rebecca Douglas Tel No.: 907.269.0728

Issued for the Contracting Agency per ADOT&PF Policy #01.01.050 by:	Accepted for the Contractor by:
Signature _____ Date _____	Signature _____ Date _____
Name: _____	Name: _____

INVOICE SUMMARY

This Invoice is for [] Progress OR [] Final Payment. **Sequential Invoice Number for this NTP is: []**.

* Generally, each firm may be compensated by only one of the following Methods of Payment for this NTP:
 Fixed Price (FP)..... Amounts entered in Columns "c" and "g" only Cost Plus Fixed Fee (CPFF).....Columns "c", "d", "e", "f" and "g" only
 FP + Expenses (FPPE)..... Columns "c", "e" and "g" only Time and Expenses (T&E).....Columns "c", "e" and "g" only

Firms (Prime & Subcontractors)*	Meth of Pay	Labor (or FP)	Indirect Cost	Expenses	Fixed Fee	Total Price
TBD.	FP	\$189,100.00				\$189,100.00
	FP					
	FP					
	FP					
	FP					
Total NTP Amount Authorized for All Firms		\$189,100.00				\$189,100.00
Sum of Prior APPROVED Payments						
Sum for THIS INVOICE						
Sum of Prior Payments and this Invoice						
Balance of Authorized Amount						

Phase: <u>T0400</u> Activity Code: <u>166P</u> Object Code: <u>3054</u> Program Code: <u>HRMBS00004</u>	Encumbrance: PAYMENT REQUEST (Contractor): Signature _____ Date _____ Name: _____
--	--

APPROVAL FOR PAYMENT

PAYMENT RECOMMENDED: I certify this Invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule. Signature _____ Date _____ Name: _____	PAYMENT APPROVED: Based upon the Contract Manager's recommendation and certification, I hereby approve payment. Signature _____ Date _____ Name: _____
--	--

ATTACHMENT #13 ELIGIBLE AIRPORTS LIST

SECTION 1. ELIGIBLE AIRPORTS LIST FY2026 - 2028

Total: 367 Facilities

AIRPORT NAME	ASSOCIATED CITY	LOC ID	FAA SITE #	DATE PAID
AKHIOK	AKHIOK	AKK	50016.1*A	
AKIACHAK	AKIACHAK	KKI	50017.1*C	
AKIACHAK	AKIACHAK	Z13	50017.*A	
AKIAK	AKIAK	AKI	50020.*A	
AKUTAN	AKUTAN	7AK	50022.1*A	
AKUTAN	AKUTAN	KQA	50022.*C	
ALAKANUK	ALAKANUK	AUK	50024.1*A	
ALASKA RGNL HOSPITAL	ANCHORAGE	2OK	50033.1*H	
ALEKNAGIK	ALEKNAGIK	Z33	50027.52*C	
ALEKNAGIK /NEW	ALEKNAGIK	5A8	50027.53*A	
ALITAK	LAZY BAY	ALZ	50448.*C	
ALLAKAKET	ALLAKAKET	6A8	50029.1*A	
ALSEK RIVER	YAKUTAT	A57	50920.31*A	
AMBLER	AMBLER	AFM	50029.61*A	
AMERICAN CREEK	AMERICAN CREEK	80A	50031.*A	
ANAKTUVUK PASS	ANAKTUVUK PASS	AKP	50032.*A	
ANGOON	ANGOON	AGN	50037.6*C	
ANIAK	ANIAK	ANI	50038.*A	
ANS HOSPITAL	KANAKANAK	5Z4	50398.7*H	
ANVIK	ANVIK	ANV	50039.1*A	
ANVIK	ANVIK	K40	50039.11*C	
ARCTIC VILLAGE	ARCTIC VILLAGE	ARC	50039.8*A	
ATKA	ATKA	AKA	50040.5*A	
ATMAUTLUAK	ATMAUTLUAK	4A2	50044.*A	
ATQASUK EDWARD BURNELL SR MEML	ATQASUK	ATK	50044.5*A	
BARANOF WARM SPRINGS FLOAT AND SEAPLANE FLOAT	BARANOF	BNF	50053.*C	
BARTER ISLAND	BARTER ISLAND	BTI	50055.5*A	
BARTLETT COVE	BARTLETT COVE	BQV	50056.*C	
BEAR CREEK 3	BEAR CREEK	Z48	50057.2*A	
BEAVER	BEAVER	WBQ	50058.*A	
BEAVER LAKE	BIG LAKE	D71	50068.65*C	
BETHEL	BETHEL	Z59	50060.2*C	
BETTLES	BETTLES	BTT	50062.*A	
BIG LAKE	BIG LAKE	BGQ	50068.6*A	
BIRCH CREEK	BIRCH CREEK	Z91	50068.78*A	
BIRCHWOOD	BIRCHWOOD	BCV	50069.*A	

BLACK RAPIDS

BLACK RAPIDS

5BK

50070.*A

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ALASKA

AIRPORT NAME	ASSOCIATED CITY	LOC ID	FAA SITE #	DATE PAID
BLINN LAKE	COLD BAY	Z87	50114.01*C	
BLODGETT LAKE	WASILLA	D75	50870.6*C	
BOB BAKER MEML	KIANA	IAN	50412.9*A	
BOLD	ANCHORAGE	A13	50033.5*A	
BOUNDARY	BOUNDARY	BYA	50072.*A	
BRADLEY SKY-RANCH	NORTH POLE	95Z	50543.71*A	
BREVIG MISSION	BREVIG MISSION	KTS	50072.5*A	
BROCKER LAKE	BIG LAKE	6A7	50068.69*C	
BUCKLAND	BUCKLAND	BVK	50073.1*A	
BUTTE MUNI	PALMER	AK1	50585.14*A	
CAMPBELL LAKE	ANCHORAGE	A11	50035.2*C	
CANTWELL	CANTWELL	TTW	50078.*A	
CAPE POLE	CAPE POLE	Z71	50086.*C	
CENTRAL	CENTRAL	CEM	50090.*A	
CHALKYITSIK	CHALKYITSIK	CIK	50092.*A	
CHANDALAR LAKE	CHANDALAR LAKE	WCR	50094.3*A	
CHANDALAR SHELF	CHANDALAR CAMP	5CD	50093.95*A	
CHEFORNAK	CHEFORNAK	CFK	50095.12*A	
CHENA RIVER	FAIRBANKS	2Z5	50215.*C	
CHENEGA BAY	CHENEGA	C05	50095.7*A	
CHEVAK	CHEVAK	VAK	50096.22*A	
CHICKEN	CHICKEN	CKX	50097.*A	
CHIGNIK	CHIGNIK	AJC	50097.53*A	
CHIGNIK BAY	CHIGNIK	Z78	50097.5*C	
CHIGNIK LAGOON	CHIGNIK LAGOON	KCL	50097.51*A	
CHIGNIK LAKE	CHIGNIK LAKE	A79	50097.54*A	
CHISANA	CHISANA	CZN	50099.*A	
CHISTOCHINA	CHISTOCHINA	CZO	50101.*A	
CHITINA	CHITINA	CXC	50103.*A	
CHRISTIANSEN LAKE	TALKEETNA	AK8	50738.07*C	
CHUATHBALUK	CHUATHBALUK	9A3	50104.37*A	
CIRCLE CITY	CIRCLE	CRC	50106.5*A	
CIRCLE HOT SPRINGS	CIRCLE HOT SPRINGS	CHP	50108.*A	
CLARK BAY	HOLLIS	HYL	50317.3*C	
CLARKS POINT	CLARKS POINT	CLP	50108.3*A	
CLEAR	CLEAR	Z84	50109.01*A	
COAL CREEK	YUKON CHARLEY RIVERS	L20	50990.*A	
COFFMAN COVE	COFFMAN COVE	KCC	50112.6*C	

COLDFOOT	COLDFOOT	CXF	50114.35*A
COPPER CENTER 2	COPPER CENTER	Z93	50122.1*A
CORDOVA MUNI	CORDOVA	CKU	50125.*A
COTTONWOOD LAKE	WASILLA	3H3	50870.35*C

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ALASKA**AIRPORT NAME****ASSOCIATED CITY****LOC ID****FAA SITE # DATE PAID**

AIRPORT NAME	ASSOCIATED CITY	LOC ID	FAA SITE # DATE PAID
COUNCIL	COUNCIL	K29	50127.*A
CRAIG	CRAIG	CGA	50130.*C
CROOKED CREEK	CROOKED CREEK	CJX	50132.1*A
D&C FIRE LAKE FLYING CLUB	EAGLE RIVER	D72	50176.03*C
DAHL CREEK	DAHL CREEK	DCK	50135.1*A
DEERING	DEERING	DEE	50145.1*A
DELTA JUNCTION	DELTA JUNCTION	D66	50146.02*A
DIOMEDE	DIOMEDE	DM2	50156.5*H
DRY BAY	YAKUTAT	3AK	50918.1*A
EAGLE	EAGLE	EAA	50175.*A
EAST ALSEK RIVER	YAKUTAT	AK76	50920.32*A
EDWARD G PITKA SR	GALENA	GAL	50258.*A
EEK	EEK	EEK	50177.*A
EGEGIK	EGEGIK	EII	50178.1*A
EKWOK	EKWOK	KEK	50182.*A
EL CAPITAN LODGE	CRAIG	5C5	50130.01*C
ELFIN COVE	ELFIN COVE	ELV	50196.3*C
ELIM	ELIM	ELI	50197.*A
ELLAMAR	ELLAMAR	1Z9	50197.3*C
EMMONAK	EMMONAK	ENM	50198.61*A
ENCELEWSKI LAKE	KASILOF	AK5	50406.2*C
ENGSTROM FLD	BASIN CREEK	Z47	50056.5*A
EUREKA CREEK	EUREKA CREEK	2Z2	50202.*A
EVA CREEK	EVA CREEK	2Z3	50203.*A
EXCURSION INLET	EXCURSION INLET	EXI	50208.*C
FALSE ISLAND	FALSE ISLAND	2Z6	50221.3*C
FALSE PASS	FALSE PASS	KFP	50221.5*A
FAREWELL LAKE	FAREWELL LAKE	FKK	50223.1*C
FEATHER RIVER	FEATHER RIVER	3Z1	50225.7*A
FINGER LAKE	PALMER	99Z	50585.12*C
FLAT	FLAT	FLT	50230.*A
FORT YUKON	FORT YUKON	FYU	50235.*A
FUNTER BAY	FUNTER BAY	FNR	50250.*C
GALBRAITH LAKE	GALBRAITH LAKE	GBH	50257.5*A

GAMBELL	GAMBELL	GAM	50260.*A
GIRDWOOD	GIRDWOOD	AQY	50270.1*A
GLACIER CREEK	GLACIER CREEK	KGZ	50272.*A
GOLD KING CREEK	FAIRBANKS	AK7	50216.32*A
GOLDEN HORN LODGE	GOLDEN HORN LODGE	3Z8	50274.2*C
GOLOVIN	GOLOVIN	GLV	50275.01*A
GOODING LAKE	PALMER	2D3	50584.41*C
GOODNEWS	GOODNEWS	GNU	50277.*A
GOOSE BAY	GOOSE BAY	Z40	50278.6*A

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AIRPORT NAME	ASSOCIATED CITY	LOC ID	FAA SITE #	DATE PAID
GRAYLING	GRAYLING	KGX	50280.69*A	
GULKANA	GULKANA	GKN	50281.*A	
HAINES	HAINES	HNS	50296.*A	
HANGAR LAKE	BETHEL	Z58	50060.1*C	
HARLEQUIN LAKE	YAKUTAT	A67	50920.01*A	
HEALY RIVER	HEALY	HRR	50308.*A	
HOLY CROSS	HOLY CROSS	HCA	50318.*A	
HOMER-BELUGA LAKE	HOMER	5BL	50320.1*C	
HOONAH	HOONAH	HNH	50321.01*A	
HOONAH	HOONAH	OOH	50321.*C	
HOOPER BAY	HOOPER BAY	HPB	50322.*A	
HOPE	HOPE	5HO	50324.*A	
HORSFELD	HORSFELD	4Z5	50324.6*A	
HUGHES	HUGHES	HUS	50328.*A	
HUSLIA	HUSLIA	HLA	50330.1*A	
HYDABURG	HYDABURG	HYG	50335.*C	
HYDER	HYDER	4Z7	50336.*C	
IGIUGIG	IGIUGIG	IGG	50338.*A	
ILIAMNA	ILIAMNA	ILI	50340.*A	
ISLAND LAKE	WASILLA	29A	50870.67*C	
ISLAND LAKE	KENAI	2R3	50410.13*C	
JAKES BAR	MCCARTHY	AK0	50465.*A	
JAKOLOF BAY	JAKOLOF BAY	4Z9	50360.*A	
JOHNSONS LANDING	BEAR LAKE	Z52	50057.4*A	
JONES LANDING	BIG LAKE	L95	50068.67*C	
KAKE	KAKE	AFE	50393.01*A	
KAKE	KAKE	KAE	50393.*C	
KALSKAG	KALSKAG	KLG	50397.*A	
KALTAG	KALTAG	KAL	50398.*A	

KANTISHNA	KANTISHNA	5Z5	50399.*A
KARLUK	KARLUK	KYK	50399.7*A
KARLUK LAKE	KARLUK LAKE	KKL	50399.71*C
KASAAN	KASAAN	KXA	50400.*C
KASIGLUK	KASIGLUK	Z09	50405.5*A
KASILOF	KASILOF	5KS	50406.*A
KAVIK STRIP	KAVIK RIVER	RK1	50409.11*A
KETCHIKAN HARBOR	KETCHIKAN	5KE	50412.04*C
KING COVE	KING COVE	KVC	50414.1*A
KIPNUK	KIPNUK	IIK	50416.31*A
KITOI BAY	KITOI BAY	KKB	50416.6*C
KIVALINA	KIVALINA	KVL	50417.*A
KLAWOCK	KLAWOCK	AKW	50420.01*A
KOBUK	KOBUK	OBU	50422.1*A

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AIRPORT NAME	ASSOCIATED CITY	LOC ID	FAA SITE #	DATE PAID
KODIAK MUNI	KODIAK	KDK	50423.*A	
KODIAK/LILLY LAKE	KODIAK	9Z3	50424.*C	
KOKHANOK	KOKHANOK	9K2	50426.25*A	
KOLIGANEK	KOLIGANEK	JZZ	50426.4*A	
KONGIGANAK	KONGIGANAK	DUY	50426.6*A	
KOTLIK	KOTLIK	2A9	50427.61*A	
KOYUK ALFRED ADAMS	KOYUK	KKA	50433.2*A	
KOYUKUK	KOYUKUK	KYU	50436.*A	
KULIK LAKE	KULIK LAKE	LKK	50437.*A	
KWETHLUK	KWETHLUK	KWT	50438.5*A	
KWIGILLINGOK	KWIGILLINGOK	GGV	50438.61*A	
LAKE BROOKS	KATMAI NATIONAL PARK	5Z9	50407.3*C	
LAKE HOOD	ANCHORAGE	LHD	50037.*A	
LAKE LOUISE	LAKE LOUISE	13S	50439.1*C	
LAKE LOUISE	LAKE LOUISE	Z55	50439.*A	
LAKE LUCILLE	WASILLA	4A3	50870.58*C	
LARSEN BAY	LARSEN BAY	2A3	50439.71*A	
LAWING	LAWING	9Z9	50447.*A	
LEVELOCK	LEVELOCK	9Z8	50449.01*A	
LIME VILLAGE	LIME VILLAGE	2AK	50449.5*A	
LIVENGOOD CAMP	LIVENGOOD	4AK	50451.*A	
LLOYD R ROUNDTREE SEAPLANE FACILITY	PETERSBURG	63A	50590.*C	

LORING	LORING	13Z	50455.6*C
MACKEYS LAKES	SOLDOTNA	L85	50713.21*C
MANLEY HOT SPRINGS	MANLEY HOT SPRINGS	MLY	50475.*A
MANOKOTAK	MANOKOTAK	MBA	50476.*A
MARSHALL DON HUNTER SR	MARSHALL	MDM	50480.01*A
MAY CREEK	MAY CREEK	MYK	50482.*A
MC GRATH	MC GRATH	16Z	50467.1*C
MC GRATH	MC GRATH	MCG	50467.*A
MC KINLEY NTL PARK	MCKINLEY PARK	INR	50470.*A
MCCARTHY	MCCARTHY	15Z	50464.01*A
MEKORYUK	MEKORYUK	MYU	50488.5*A
MERRILL FLD	ANCHORAGE	MRI	50035.*A
MERTARVIK	MERTARVIK	EWU	50488.76*A
METLAKATLA	METLAKATLA	MTM	50489.*C
MEYERS CHUCK	MEYERS CHUCK	84K	50490.*C
MIDDLETON ISLAND	MIDDLETON ISLAND	MDO	50492.*A
MINCHUMINA	MINCHUMINA	MHM	50497.*A
MINTO AL WRIGHT	MINTO	51Z	50498.1*A
MINUTEMAN LAKE	WILLOW	MFN	50877.32*C
MOSER BAY	MOSER BAY	KMY	50500.7*C

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AIRPORT NAME	ASSOCIATED CITY	LOC ID	FAA SITE #	DATE PAID
MOUNTAIN VILLAGE	MOUNTAIN VILLAGE	MOU	50502.*A	
MURPHYS PULLOUT	KETCHIKAN	8K9	50412.1*C	
NAKEEN	NAKEEN	76Z	50516.7*A	
NAKNEK	NAKNEK	5NK	50517.4*A	
NANCY LAKE	NANCY LAKE	78Z	50519.5*C	
NANWALEK	NANWALEK	KEB	50519.8*A	
NAPAKIAK	NAPAKIAK	WNA	50520.01*A	
NAPASKIAK	NAPASKIAK	PKA	50520.18*A	
NAUKATI BAY	TUXEKAN ISLAND	AK62	50773.5*C	
NELSON LAGOON	NELSON LAGOON	OUL	50523.35*A	
NENANA MUNI	NENANA	ENN	50524.*A	
NEW STUYAHOK	NEW STUYAHOK	KNW	50528.7*A	
NEWTOK	NEWTOK	WWT	50529.01*C	

NIGHTMUTE	NIGHTMUTE	IGT	50529.75*A
NIKLASON LAKE	WASILLA	4AK0	50870.64*C
NIKOLAI	NIKOLAI	FSP	50529.9*A
NIKOLSKI AS	NIKOLSKI	IKO	50530.*A
NINILCHIK	NINILCHIK	NIN	50533.*A
NOATAK	NOATAK	WTK	50536.1*A
NOME CITY FLD	NOME	94Z	50538.*A
NONDALTON	NONDALTON	5NN	50540.1*A
NORTHWAY	NORTHWAY	ORT	50544.*A
NUIQSUT	NUIQSUT	AQT	50548.8*A
NULATO	NULATO	NUL	50550.*A
NUNAM IQUA	NUNAM IQUA	SXP	50698.71*A
NUNAPITCHUK	NUNAPITCHUK	16A	50552.1*A
OLD HARBOR	OLD HARBOR	6R7	50558.1*A
OLGA BAY	OLGA BAY	KOY	50559.*C
OPHIR	OPHIR	Z17	50575.*A
OUZINKIE	OUZINKIE	4K5	50580.1*A
PAXSON	PAXSON	PXK	50587.*A
PEDRO BAY	PEDRO BAY	4K0	50587.7*A
PELICAN	PELICAN	PEC	50588.1*C
PENINSULA POINT PULLOUT	KETCHIKAN	9C0	50412.*C
PERRY ISLAND	PERRY ISLAND	PYL	50588.3*C
PERRYVILLE	PERRYVILLE	PEV	50588.61*A
PILOT POINT	PILOT POINT	PNP	50593.*A
PILOT STATION	PILOT STATION	0AK	50594.7*A
PLATINUM	PLATINUM	PTU	50598.*A
POINT BAKER	POINT BAKER	KPB	50599.*C
POINT HOPE	POINT HOPE	PHO	50601.*A
POINT LAY LRRS	POINT LAY	PIZ	50601.3*A
PORT ALEXANDER	PORT ALEXANDER	AHP	50610.*C

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AIRPORT NAME	ASSOCIATED CITY	LOC ID	FAA SITE #	DATE PAID
PORT ALICE	PORT ALICE	16K	50610.4*C	
PORT BAILEY	PORT BAILEY	KPY	50612.3*C	
PORT GRAHAM	PORT GRAHAM	PGM	50614.*A	
PORT HEIDEN	PORT HEIDEN	PTH	50615.*A	
PORT LIONS	PORT LIONS	ORI	50615.2*A	
PORT PROTECTION	PORT PROTECTION	19P	50616.*C	
PORT WALTER	PORT WALTER	PWR	50619.*C	

RURAL AIRPORT INSPECTION SERVICES -FEDERALLY FUNDED

PORT WILLIAMS	PORT WILLIAMS	KPR	50619.5*C
PORTAGE CREEK	PORTAGE CREEK	A14	50609.31*A
PROSPECT CREEK	PROSPECT CREEK	PPC	50620.2*A
PURKEYPILE	PURKEYPILE	01A	50620.5*A
QUAIL CREEK	QUAIL CREEK	20K	50622.5*A
QUARTZ CREEK	COOPER LANDING	JLA	50121.5*A
QUARTZ CREEK / KOUGAROK	QUARTZ CREEK	5QC	50623.*A
QUINHAGAK	QUINHAGAK	AQH	50623.4*A
RAINY PASS LODGE	RAINY PASS	6AK	50642.1*A
RALPH M CALHOUN MEML	TANANA	TAL	50746.*A
RAMPART	RAMPART	RMP	50645.*A
RED DEVIL	RED DEVIL	RDV	50648.*A
ROBE LAKE	VALDEZ	L93	50825.12*C
ROBERT/BOB/CURTIS MEML	NOORVIK	D76	50541.*A
RUBY	RUBY	RBY	50670.*A
RUSSIAN MISSION	RUSSIAN MISSION	RSH	50672.*A
SAGINAW	SAGINAW BAY	A23	50680.*C
SALMON LAKE	SALMON LAKE	Z81	50683.*A
SAN JUAN /UGANIK/	SAN JUAN	WSJ	50684.8*C
SAVOONGA	SAVOONGA	SVA	50687.*A
SCAMMON BAY	SCAMMON BAY	SCM	50690.*A
SCOUT LAKE - MUSKRAT COVE	STERLING	AN0	50720.23*C
SELAWIK	SELAWIK	WLK	50692.*A
SELDOVIA	SELDOVIA	A27	50693.1*C
SELDOVIA	SELDOVIA	SOV	50693.*A
SEWARD	SEWARD	SWD	50696.*A
SEYMOUR LAKE	WASILLA	3A3	50870.47*C
SHAGELUK	SHAGELUK	SHX	50696.7*A
SHAKTOOLIK	SHAKTOOLIK	2C7	50697.*A
SHEEP MOUNTAIN	SHEEP MOUNTAIN	SMU	50698.*A
SHISHMAREF	SHISHMAREF	SHH	50701.01*A
SHUNGNAK	SHUNGNAK	SHG	50702.1*A
SITKA	SITKA	A29	50703.2*C
SITUK	YAKUTAT	A68	50920.1*A
SKAGWAY	SKAGWAY	SGY	50704.*A
SKWENTNA	SKWENTNA	SKW	50708.*A

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ALASKA**AIRPORT NAME****ASSOCIATED CITY****LOC ID****FAA SITE # DATE PAID**

SLEETMUTE	SLEETMUTE	SLQ	50711.*A
SOLDOTNA	SOLDOTNA	SXQ	50713.2*A

RURAL AIRPORT INSPECTION SERVICES -FEDERALLY FUNDED

SOLDOTNA HOSPITAL	SOLDOTNA	SD1	50713.19*H
SOUTH NAKNEK NR 2	SOUTH NAKNEK	WSN	50714.45*A
SQUAW HARBOR	SQUAW HARBOR	36H	50717.1*C
ST GEORGE	ST GEORGE	PBV	50680.4*A
ST MARY'S	ST MARY'S	KSM	50680.8*A
ST MICHAEL	ST MICHAEL	SMK	50681.11*A
ST PAUL ISLAND	ST PAUL ISLAND	SNP	50682.*A
STAMPEDE	KANTISHNA	Z90	50399.1*A
STEAMBOAT BAY	STEAMBOAT BAY	WSB	50719.*C
STEBBINS	STEBBINS	WBB	50719.4*A
STEVENS VILLAGE	STEVENS VILLAGE	SVS	50721.*A
STONY RIVER 2	STONY RIVER	SRV	50722.01*A
SUMMIT	SUMMIT	UMM	50725.*A
SUMMIT LAKE	MOOSE PASS	52Z	50500.07*C
TAKOTNA	TAKOTNA	TCT	50735.*A
TAKU HARBOR	TAKU HARBOR	A43	50736.4*C
TAKU LODGE	TAKU LODGE	TKL	50736.7*C
TALKEETNA	TALKEETNA	TKA	50738.*A
TAMGAS HARBOR	ANNETTE	Z43	50039.01*C
TANACROSS	TANACROSS	TSG	50742.*A
TANIS MESA	YAKUTAT	A69	50920.11*A
TATITLEK	TATITLEK	7KA	50749.1*A
TATITNA	TATITNA	8KA	50750.*A
TAYLOR MOUNTAIN	TAYLOR MOUNTAIN MINE	ATM	50753.*A
TAZLINA	TAZLINA	Z14	50754.*A
TAZLINA/SMOKEY LAKE	TAZLINA	5AK	50754.1*C
TELIDA	TELIDA	2K5	50755.*A
TELLER	TELLER	TER	50756.1*A
TENAKEE	TENAKEE SPRINGS	TKE	50757.8*C
TETLIN	TETLIN	3T4	50759.01*A
THOMPSON PASS	VALDEZ	K55	50759.3*A
THORNE BAY	THORNE BAY	KTB	50759.36*C
TIN CREEK	FAREWELL LAKE	TNW	50223.*A
TISCHNER AIR	ANDERSON	2AN	50035.3*A
TOGIAK	TOGIAK VILLAGE	TOG	50764.4*A
TOK JUNCTION	TOK	6K8	50764.72*A
TOKEEN	TOKEEN	57A	50764.75*C
TOKSOOK BAY	TOKSOOK BAY	OOK	50766.4*A
TOLSONA LAKE	TOLSONA LAKE	58A	50767.3*C
TOTATLANIKA RIVER	TOTATLANIKA RIVER	9AK	50769.2*A
TRIDENT BASIN	KODIAK	T44	50425.1*C

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AIRPORT NAME	ASSOCIATED CITY	LOC ID	FAA SITE #	DATE PAID
TRIPOD	ALEKNAGIK	Z25	50027.51*A	
TULUKSAK	TULUKSAK	TLT	50771.*A	
TUNTUTULIAK	TUNTUTULIAK	A61	50772.6*A	
TUNTUTULIAK	TUNTUTULIAK	Z20	50772.4*C	
TUNUNAK	TUNUNAK	4KA	50773.*A	
TWIN HILLS	TWIN HILLS	A63	50776.*A	
UGASHIK	UGASHIK	9A8	50790.1*A	
UGASHIK BAY	PILOT POINT	UGB	50594.51*A	
UMIAT	UMIAT	UMT	50795.*A	
UNALAKLEET	UNALAKLEET	UNK	50799.*A	
UPPER WASILLA LAKE	WASILLA	3K9	50870.62*C	
VENETIE	VENETIE	VEE	50828.*A	
VISNAW LAKE	WASILLA	T66	50870.18*C	
WAINWRIGHT	WAINWRIGHT	AWI	50855.2*A	
WALES	WALES	IWK	50860.*A	
WARREN "BUD" WOODS PALMER MUNI	PALMER	PAQ	50584.*A	
WASILLA	WASILLA	IYS	50870.3*A	
WASILLA LAKE	WASILLA	5L6	50870.2*C	
WATERFALL	WATERFALL	KWF	50872.*C	
WEST POINT VILLAGE	WEST POINT	KWP	50873.3*C	
WHALE PASS SEAPLANE FLOAT HARBOR FACILITY	WHALE PASS	96Z	50873.14*C	
WHITE MOUNTAIN	WHITE MOUNTAIN	WMO	50874.*A	
WHITTIER	WHITTIER	IEM	50875.*A	
WILDER RUNWAY	PORT ALSWORTH	05K	50610.82*A	
WILLOW	WILLOW	UUO	50878.*A	
WILLOW SPB	WILLOW	2X2	50877.01*C	
WISEMAN	WISEMAN	WSM	50888.*A	
WRANGELL	WRANGELL	68A	50905.*C	
YAKUTAT	YAKUTAT	2Y3	50920.12*C	
YANKEE CREEK 2	YANKEE CREEK	A77	50925.1*A	
YES BAY LODGE	YES BAY	78K	50928.*C	

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ATTACHMENT #14 DATES OF PREVIOUS CYCLE INSPECTION

2023 - 2025 Inspection Dates

Date of Last Cycle 5010 Inspections (2023-2025)

AIRPORT NAME	ASSOCIATED CITY	LOC ID	FAA SITE #	Date Inspected
AKHIOK	AKHIOK	AKK	50016.1*A	8/8/2024
AKIACHAK	AKIACHAK	KKI	50017.1*C	6/6/2023
AKIACHAK	AKIACHAK	Z13	50017.*A	6/6/2023
AKIAK	AKIAK	AKI	50020.*A	6/6/2023
AKUTAN	AKUTAN	7AK	50022.1*A	6/4/2023
AKUTAN	AKUTAN	KQA	50022.*C	6/4/2023
ALAKANUK	ALAKANUK	AUK	50024.1*A	6/5/2023
ALASKA RGNL HOSPITAL	ANCHORAGE	2OK	50033.1*H	7/9/2025
ALEKNAGIK	ALEKNAGIK	Z33	50027.52*C	6/24/2024
ALEKNAGIK /NEW	ALEKNAGIK	5A8	50027.53*A	6/24/2024
ALLAKAKET	ALLAKAKET	6A8	50029.1*A	7/22/2023
ALSEK RIVER	YAKUTAT	A57	50920.31*A	8/5/2025
AMBLER	AMBLER	AFM	50029.61*A	7/22/2023
AMERICAN CREEK	AMERICAN CREEK	80A	50031.*A	8/2/2023
ANAKTUVUK PASS	ANAKTUVUK PASS	AKP	50032.*A	7/5/2023
ANGOON	ANGOON	AGN	50037.6*C	8/20/2024
ANIAK	ANIAK	ANI	50038.*A	8/2/2023
ANS HOSPITAL	KANAKANAK	5Z4	50398.7*H	6/24/2024
ANVIK	ANVIK	ANV	50039.1*A	8/3/2023
ANVIK	ANVIK	K40	50039.11*C	8/3/2023
ARCTIC VILLAGE	ARCTIC VILLAGE	ARC	50039.8*A	7/6/2023
ATKA	ATKA	AKA	50040.5*A	6/6/2025
ATMAUTLUAK	ATMAUTLUAK	4A2	50044.*A	6/6/2023
ATQASUK EDWARD BURNELL SR MEML	ATQASUK	ATK	50044.5*A	7/12/2025
BARANOF WARM SPRINGS FLOAT AND SEAPLANE FLOAT	BARANOF	BNF	50053.*C	8/20/2024
BARTER ISLAND	BARTER ISLAND	BTI	50055.5*A	7/5/2023
BARTLETT COVE	BARTLETT COVE	BQV	50056.*C	8/20/2024
BEAR CREEK 3	BEAR CREEK	Z48	50057.2*A	6/13/2025
BEAVER	BEAVER	WBQ	50058.*A	7/5/2025
BEAVER LAKE	BIG LAKE	D71	50068.65*C	9/8/2025
BETHEL	BETHEL	Z59	50060.2*C	6/7/2023
BETTLES	BETTLES	BTT	50062.*A	7/6/2023
BIG LAKE	BIG LAKE	BGQ	50068.6*A	9/25/2024
BIRCH CREEK	BIRCH CREEK	Z91	50068.78*A	7/5/2025
BIRCHWOOD	BIRCHWOOD	BCV	50069.*A	10/3/2024
BLACK RAPIDS	BLACK RAPIDS	5BK	50070.*A	9/16/2025

RURAL AIRPORT INSPECTION SERVICES -FEDERALLY FUNDED

BLODGETT LAKE	WASILLA	D75	50870.6*C	9/26/2024
BOB BAKER MEML	KIANA	IAN	50412.9*A	7/22/2023
BOLD	ANCHORAGE	A13	50033.5*A	10/2/2024
BOUNDARY	BOUNDARY	BYA	50072.*A	7/5/2025
BRADLEY SKY-RANCH	NORTH POLE	95Z	50543.71*A	9/16/2025

2023 - 2025 Inspection Dates

BREVIK MISSION	BREVIK MISSION	KTS	50072.5*A	7/23/2023
BROCKER LAKE	BIG LAKE	6A7	50068.69*C	9/8/2025
BUCKLAND	BUCKLAND	BVK	50073.1*A	7/23/2023
BUTTE MUNI	PALMER	AK1	50585.14*A	10/2/2024
CAMPBELL LAKE SPB	ANCHORAGE	A11	50035.2*C	7/14/2025
CANTWELL	CANTWELL	TTW	50078.*A	9/30/2024
CAPE POLE	CAPE POLE	Z71	50086.*C	4/16/2024
CENTRAL	CENTRAL	CEM	50090.*A	8/13/2025
CHALKYITSIK	CHALKYITSIK	CIK	50092.*A	7/5/2025
CHANDALAR LAKE	CHANDALAR LAKE	WCR	50094.3*A	7/6/2023
CHANDALAR SHELF	CHANDALAR CAMP	5CD	50093.95*A	7/6/2023
CHEFORNAK	CHEFORNAK	CFK	50095.12*A	6/6/2023
CHENA RIVER	FAIRBANKS	ZZ5	50215.*C	9/16/2025
CHENEGA BAY	CHENEGA	C05	50095.7*A	7/31/2024
CHEVAK	CHEVAK	VAK	50096.22*A	6/7/2023
CHICKEN	CHICKEN	CKX	50097.*A	7/5/2025
CHISANA	CHISANA	CZN	50099.*A	7/4/2025
CHISTOCHINA	CHISTOCHINA	CZO	50101.*A	7/4/2025
CHITINA	CHITINA	CXC	50103.*A	8/6/2025
CHRISTIANSSEN LAKE	TALKEETNA	AK8	50738.07*C	8/6/2024
CHUATHBALUK	CHUATHBALUK	9A3	50104.37*A	8/2/2023
CIRCLE CITY	CIRCLE	CRC	50106.5*A	7/5/2025
CIRCLE HOT SPRINGS	CIRCLE HOT SPRINGS	CHP	50108.*A	8/13/2025
CLARK BAY	HOLLIS	HYL	50317.3*C	7/3/2024
CLARKS POINT	CLARKS POINT	CLP	50108.3*A	6/23/2024
CLEAR	CLEAR	Z84	50109.01*A	9/17/2025
COAL CREEK	YUKON CHARLEY RIVERS	L20	50990.*A	7/5/2025
COFFMAN COVE	COFFMAN COVE	KCC	50112.6*C	7/2/2024
COLDFOOT	COLDFOOT	CXF	50114.35*A	7/6/2023
COPPER CENTER 2	COPPER CENTER	Z93	50122.1*A	8/6/2025
CORDOVA MUNI	CORDOVA	CKU	50125.*A	7/31/2024
COTTONWOOD LAKE	WASILLA	3H3	50870.35*C	9/17/2025
COUNCIL	COUNCIL	K29	50127.*A	7/23/2023
CRAIG	CRAIG	CGA	50130.*C	7/3/2024
CROOKED CREEK	CROOKED CREEK	CJX	50132.1*A	8/2/2023
D&C FIRE LAKE FLYING CLUB	EAGLE RIVER	D72	50176.03*C	7/9/2025

RURAL AIRPORT INSPECTION SERVICES - FEDERALLY FUNDED

DAHL CREEK	DAHL CREEK	DCK	50135.1*A	7/22/2023
DEERING	DEERING	DEE	50145.1*A	7/23/2023
DELTA JUNCTION	DELTA JUNCTION	D66	50146.02*A	9/16/2025
DIOMEDE	DIOMEDE	DM2	50156.5*H	10/9/2025
DRY BAY	YAKUTAT	3AK	50918.1*A	8/5/2025
EAGLE	EAGLE	EAA	50175.*A	7/5/2025
EAST ALSEK RIVER	YAKUTAT	AK76	50920.32*A	8/5/2025
EDWARD G PITKA SR	GALENA	GAL	50258.*A	8/3/2023

2023 - 2025 Inspection Dates

EEK	EEK	EEK	50177.*A	6/30/2023
EGEGIK	EGEGIK	EII	50178.1*A	6/23/2024
EKWOK	EKWOK	KEK	50182.*A	6/23/2024
EL CAPITAN LODGE	CRAIG	5C5	50130.01*C	7/2/2024
ELFIN COVE	ELFIN COVE	ELV	50196.3*C	8/20/2024
ELIM	ELIM	ELI	50197.*A	8/3/2023
ELLAMAR	ELLAMAR	1Z9	50197.3*C	7/31/2024
EMMONAK	EMMONAK	ENM	50198.61*A	6/5/2023
ENCELEWSKI LAKE	KASILOF	AK5	50406.2*C	9/26/2023
ENGSTROM FLD	BASIN CREEK	Z47	50056.5*A	7/23/2023
EUREKA CREEK	EUREKA CREEK	2Z2	50202.*A	8/2/2023
EVA CREEK	EVA CREEK	2Z3	50203.*A	9/30/2024
EXCURSION INLET	EXCURSION INLET	EXI	50208.*C	8/20/2024
FALSE ISLAND	FALSE ISLAND	2Z6	50221.3*C	8/20/2024
FALSE PASS	FALSE PASS	KFP	50221.5*A	9/7/2024
FAREWELL LAKE	FAREWELL LAKE	FKK	50223.1*C	6/13/2025
FEATHER RIVER	FEATHER RIVER	3Z1	50225.7*A	8/28/2023
FINGER LAKE	PALMER	99Z	50585.12*C	9/8/2025
FLAT	FLAT	FLT	50230.*A	8/2/2023
FORT YUKON	FORT YUKON	FYU	50235.*A	7/5/2025
FUNTER BAY	FUNTER BAY	FNR	50250.*C	8/20/2024
GALBRAITH LAKE	GALBRAITH LAKE	GBH	50257.5*A	7/5/2023
GIRDWOOD	GIRDWOOD	AQY	50270.1*A	9/27/2023
GLACIER CREEK	GLACIER CREEK	KGZ	50272.*A	8/6/2025
GOLD KING CREEK	FAIRBANKS	AK7	50216.32*A	9/30/2024
GOLDEN HORN LODGE	GOLDEN HORN LODGE	3Z8	50274.2*C	6/23/2024
GOLOVIN	GOLOVIN	GLV	50275.01*A	8/3/2023
GOODING LAKE	PALMER	2D3	50584.41*C	9/8/2025
GOODNEWS	GOODNEWS	GNU	50277.*A	6/30/2023
GOOSE BAY	GOOSE BAY	Z40	50278.6*A	9/25/2024
GRAYLING	GRAYLING	KGX	50280.69*A	8/3/2023
GULKANA	GULKANA	GKN	50281.*A	9/16/2025

HAINES	HAINES	HNS		7/23/2025
HANGAR LAKE	BETHEL	Z58	50060.1*C	6/7/2023
HARLEQUIN LAKE	YAKUTAT	A67	50920.01*A	8/5/2025
HEALY RIVER	HEALY	HRR	50308.*A	9/30/2024
HOLY CROSS	HOLY CROSS	HCA	50318.*A	8/3/2023
HOMER-BELUGA LAKE	HOMER	5BL	50320.1*C	7/31/2024
HOONAH	HOONAH	OOH	50321.*C	7/23/2025
HOONAH	HOONAH	HNH	50321.01*A	7/23/2025
HOOPER BAY	HOOPER BAY	HPB	50322.*A	6/7/2023
HOPE	HOPE	5HO	50324.*A	9/26/2023
HORSFELD	HORSFELD	4Z5	50324.6*A	7/4/2025
HUGHES	HUGHES	HUS	50328.*A	7/22/2023

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HUSLIA	HUSLIA	HLA	50330.1*A	7/22/2023
HYDABURG	HYDABURG	HYG	50335.*C	4/16/2024
IGIUGIG	IGIUGIG	IGG	50338.*A	6/22/2024
ILIAMNA	ILIAMNA	ILI	50340.*A	8/16/2025
ISLAND LAKE	KENAI	2R3	50410.13*C	9/26/2023
ISLAND LAKE	WASILLA	29A	50870.67*C	9/8/2025
JAKES BAR	MCCARTHY	AK0	50465.*A	8/6/2025
JAKOLOF BAY	JAKOLOF BAY	4Z9	50360.*A	7/31/2024
JONES LANDING	BIG LAKE	L95	50068.67*C	9/25/2024
KAKE	KAKE	KAE	50393.*C	7/22/2025
KAKE	KAKE	AFE	50393.01*A	7/22/2025
KALSKAG	KALSKAG	KLK	50397.*A	6/5/2023
KALTAG	KALTAG	KAL	50398.*A	8/3/2023
KANTISHNA	KANTISHNA	5Z5	50399.*A	6/12/2025
KARLUK	KARLUK	KYK	50399.7*A	8/8/2024
KARLUK LAKE	KARLUK LAKE	KKL	50399.71*C	8/8/2024
KASAAN	KASAAN	KXA	50400.*C	7/3/2024
KASIGLUK	KASIGLUK	Z09	50405.5*A	6/6/2023
KASILOF	KASILOF	5KS	50406.*A	9/26/2023
KAVIK STRIP	KAVIK RIVER	RK1	50409.11*A	7/5/2023
KETCHIKAN HARBOR	KETCHIKAN	5KE	50412.04*C	4/16/2024
KIPNUK	KIPNUK	IIK	50416.31*A	6/7/2023
KITOI BAY	KITOI BAY	KKB	50416.6*C	8/9/2024
KIVALINA	KIVALINA	KVL	50417.*A	7/12/2025
KLAWOCK	KLAWOCK	AKW	50420.01*A	7/2/2024
KOBUK	KOBUK	OBU	50422.1*A	7/22/2023
KODIAK /LILLY LAKE/	KODIAK	9Z3	50424.*C	8/8/2024
KODIAK MUNI	KODIAK	KDK	50423.*A	8/8/2024
KOKHANOK	KOKHANOK	9K2	50426.25*A	6/22/2024

KOLIGANEK	KOLIGANEK	JZZ	50426.4*A	6/23/2024
KONGIGANAK	KONGIGANAK	DUY	50426.6*A	6/6/2023
KOTLIK	KOTLIK	2A9	50427.61*A	6/5/2023
KOYUK ALFRED ADAMS	KOYUK	KKA	50433.2*A	8/3/2023
KOYUKUK	KOYUKUK	KYU	50436.*A	8/3/2023
KULIK LAKE	KULIK LAKE	LKK	50437.*A	6/22/2024
KWETHLUK	KWETHLUK	KWT	50438.5*A	6/6/2023
KWIGILLINGOK	KWIGILLINGOK	GGV	50438.61*A	6/6/2023
LAKE BROOKS	KATMAI NATIONAL PARK	5Z9	50407.3*C	6/22/2024
LAKE HOOD	ANCHORAGE	LHD	50037.*A	10/7/2025
LAKE LOUISE	LAKE LOUISE	Z55	50439.*A	9/16/2025
LAKE LOUISE	LAKE LOUISE	13S	50439.1*C	9/16/2025
LAKE LUCILLE	WASILLA	4A3	50870.58*C	10/10/2023
LARSEN BAY	LARSEN BAY	2A3	50439.71*A	8/8/2024
LAWING	LAWING	9Z9	50447.*A	9/27/2023

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LEVELOCK	LEVELOCK	9Z8	50449.01*A	6/23/2024
LIME VILLAGE	LIME VILLAGE	2AK	50449.5*A	8/2/2023
LIVENGOOD CAMP	LIVENGOOD	4AK	50451.*A	8/13/2025
LLOYD R ROUNDTREE SEAPLANE FACILITY	PETERSBURG	63A	50590.*C	4/16/2024
LORING	LORING	13Z	50455.6*C	4/16/2024
MACKEYS LAKES	SOLDOTNA	L85	50713.21*C	9/26/2023
MANLEY HOT SPRINGS	MANLEY HOT SPRINGS	MLY	50475.*A	8/2/2023
MANOKOTAK	MANOKOTAK	MBA	50476.*A	6/23/2024
MARSHALL DON HUNTER SR	MARSHALL	MDM	50480.01*A	6/5/2023
MAY CREEK	MAY CREEK	MYK	50482.*A	8/6/2025
MC GRATH	MC GRATH	MCG	50467.*A	6/11/2025
MC GRATH	MC GRATH	16Z	50467.1*C	6/11/2025
MC KINLEY NTL PARK	MCCARTHY	15Z	50464.01*A	9/30/2024
MCCARTHY	MCKINLEY PARK	INR	50470.*A	8/6/2025
MEKORYUK	MEKORYUK	MYU	50488.5*A	5/21/2025
MERRILL FLD	ANCHORAGE	MRI	50035.*A	7/9/2025
MERTARVIK (NEWTOK)	MERTARVIK	EWU	50529.*A	6/7/2023
METLAKATLA	METLAKATLA	MTM	50489.*C	4/16/2024
MEYERS CHUCK	MEYERS CHUCK	84K	50490.*C	4/16/2024
MIDDLETON ISLAND	MIDDLETON ISLAND	MDO	50492.*A	10/19/2023
MINCHUMINA	MINCHUMINA	MHM	50497.*A	6/11/2025
MINTO AL WRIGHT	MINTO	51Z	50498.1*A	8/2/2023
MINUTEMAN LAKE	WILLOW	MFN	50877.32*C	9/25/2024
MOSER BAY	MOSER BAY	KMY	50500.7*C	8/8/2024

RURAL AIRPORT INSPECTION SERVICES -FEDERALLY FUNDED

MOUNTAIN VILLAGE	MOUNTAIN VILLAGE	MOU	50502.*A	6/6/2023
MURPHYS PULLOUT	KETCHIKAN	8K9	50412.1*C	4/16/2024
NAKEEN	NAKEEN	76Z	50516.7*A	6/23/2024
NAKNEK	NAKNEK	5NK	50517.4*A	6/22/2024
NANCY LAKE	NANCY LAKE	78Z	50519.5*C	9/25/2024
NANWALEK	NANWALEK	KEB	50519.8*A	7/31/2024
NAPAKIAK	NAPAKIAK	WNA	50520.01*A	6/6/2023
NAPASKIAK	NAPASKIAK	PKA	50520.18*A	6/6/2023
NAUKATI BAY	TUXEKAN ISLAND	AK62	50773.5*C	7/2/2024
NENANA MUNI	NENANA	ENN	50524.*A	9/17/2025
NEW STUYAHOK	NEW STUYAHOK	KNW	50528.7*A	6/22/2024
NEWTOK	NEWTOK	WWT	50529.01*C	6/7/2023
NIGHTMUTE	NIGHTMUTE	IGT	50529.75*A	6/7/2023
NIKLASON LAKE	WASILLA	4AK0	50870.64*C	9/8/2025
NIKOLAI	NIKOLAI	FSP	50529.9*A	6/11/2025
NIKOLSKI AS	NIKOLSKI	IKO	50530.*A	6/5/2023
NINILCHIK	NINILCHIK	NIN	50533.*A	7/31/2024
NOATAK	NOATAK	WTK	50536.1*A	7/13/2025
NOME CITY FLD	NOME	94Z	50538.*A	8/28/2023
NONDALTON	NONDALTON	5NN	50540.1*A	6/22/2024

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NORTHWAY	NORTHWAY	ORT	50544.*A	7/4/2025
NUIQSUT	NUIQSUT	AQT	50548.8*A	7/5/2023
NULATO	NULATO	NUL	50550.*A	8/3/2023
NUNAM IQUA	NUNAM IQUA	SXP	50698.71*A	6/5/2023
NUNAPITCHUK	NUNAPITCHUK	16A	50552.1*A	6/6/2023
OLD HARBOR	OLD HARBOR	6R7	50558.1*A	8/8/2024
OLGA BAY	OLGA BAY	KOY	50559.*C	8/8/2024
OPHIR	OPHIR	Z17	50575.*A	6/12/2025
OUZINKIE	OUZINKIE	4K5	50580.1*A	8/8/2024
PAXSON	PAXSON	PXK	50587.*A	9/16/2025
PEDRO BAY	PEDRO BAY	4K0	50587.7*A	6/22/2024
PELICAN	PELICAN	PEC	50588.1*C	8/20/2024
PENINSULA POINT PULLOUT	KETCHIKAN	9C0	50412.*C	4/16/2024
PERRY ISLAND	PERRY ISLAND	PYL	50588.3*C	10/7/2023
PILOT STATION	PILOT STATION	OAK	50594.7*A	6/5/2023
PLATINUM	PLATINUM	PTU	50598.*A	6/30/2023
POINT BAKER	POINT BAKER	KPB	50599.*C	4/16/2024
POINT HOPE	POINT HOPE	PHO	50601.*A	7/12/2025
POINT LAY LRRS	POINT LAY	PIZ	50601.3*A	7/12/2025
PORT ALEXANDER	PORT ALEXANDER	AHP	50610.*C	8/20/2024

RURAL AIRPORT INSPECTION SERVICES -FEDERALLY FUNDED

PORT ALICE	PORT ALICE	16K	50610.4*C	4/16/2024
PORT BAILEY	PORT BAILEY	KPY	50612.3*C	10/7/2024
PORT GRAHAM	PORT GRAHAM	PGM	50614.*A	7/31/2024
PORT LIONS	PORT LIONS	ORI	50615.2*A	8/8/2024
PORT PROTECTION	PORT PROTECTION	19P	50616.*C	4/16/2024
PORT WALTER	PORT WALTER	PWR	50619.*C	8/20/2024
PORT WILLIAMS	PORT WILLIAMS	KPR	50619.5*C	8/9/2024
PORTAGE CREEK	PORTAGE CREEK	A14	50609.31*A	6/23/2024
PROSPECT CREEK	PROSPECT CREEK	PPC	50620.2*A	7/6/2023
PURKEYPILE	PURKEYPILE	01A	50620.5*A	6/12/2025
QUAIL CREEK	QUAIL CREEK	20K	50622.5*A	8/13/2025
QUARTZ CREEK	COOPER LANDING	JLA	50121.5*A	9/27/2023
QUARTZ CREEK /KOUGAROK/	QUARTZ CREEK	5QC	50623.*A	7/23/2023
QUINHAGAK	QUINHAGAK	AQH	50623.4*A	6/30/2023
RAINY PASS LODGE	RAINY PASS	6AK	50642.1*A	6/12/2025
RALPH M CALHOUN MEML	TANANA	TAL	50746.*A	8/2/2023
RAMPART	RAMPART	RMP	50645.*A	8/13/2025
RED DEVIL	RED DEVIL	RDV	50648.*A	8/2/2023
ROBE LAKE	VALDEZ	L93	50825.12*C	7/31/2024
ROBERT/BOB/CURTIS MEML	NOORVIK	D76	50541.*A	7/22/2023
RUBY	RUBY	RBY	50670.*A	8/3/2023
RUSSIAN MISSION	RUSSIAN MISSION	RSH	50672.*A	6/5/2023
SAGINAW	SAGINAW BAY	A23	50680.*C	8/20/2024
SALMON LAKE	SALMON LAKE	Z81	50683.*A	7/23/2023

2023 - 2025 Inspection Dates

SAN JUAN /UGANIK/	SAN JUAN	WSJ	50684.8*C	10/7/2024
SCAMMON BAY	SCAMMON BAY	SCM	50690.*A	6/7/2023
SELAWIK	SELAWIK	WLK	50692.*A	7/22/2023
SELDOVIA	SELDOVIA	SOV	50693.*A	7/31/2024
SELDOVIA	SELDOVIA	A27	50693.1*C	7/31/2024
SEWARD	SEWARD	SWD	50696.*A	9/27/2023
SEYMOUR LAKE SPB	WASILLA	3A3	50870.47*C	9/8/2025
SHAGELUK	SHAGELUK	SHX	50696.7*A	8/3/2023
SHAKTOOLIK	SHAKTOOLIK	2C7	50697.*A	8/3/2023
SHEEP MOUNTAIN	SHEEP MOUNTAIN	SMU	50698.*A	9/16/2025
SHISHMAREF	SHISHMAREF	SHH	50701.01*A	7/23/2023
SHUNGNAK	SHUNGNAK	SHG	50702.1*A	7/22/2023
SITKA	SITKA	A29	50703.2*C	9/7/2023
SITUK	YAKUTAT	A68	50920.1*A	8/5/2025
SKAGWAY	SKAGWAY	SGY	50704.*A	7/23/2025
SKWENTNA	SKWENTNA	SKW	50708.*A	9/30/2024

RURAL AIRPORT INSPECTION SERVICES -FEDERALLY FUNDED

SLEETMUTE	SLEETMUTE	SLQ	50711.*A	8/2/2023
SOLDOTNA	SOLDOTNA	SXQ	50713.2*A	9/26/2023
SOLDOTNA HOSPITAL H	SOLDOTNA	SD1	50713.19*H	9/26/2023
SOUTH NAKNEK NR 2	SOUTH NAKNEK	WSN	50714.45*A	6/23/2024
ST GEORGE	ST GEORGE	PBV	50680.4*A	8/12/2025
ST MARY'S	ST MARY'S	KSM	50680.8*A	6/6/2023
ST MICHAEL	ST MICHAEL	SMK	50681.11*A	6/5/2023
ST PAUL ISLAND	ST PAUL ISLAND	SNP	50682.*A	8/12/2025
STAMPEDE	KANTISHNA	Z90	50399.1*A	6/11/2025
STEAMBOAT BAY	STEAMBOAT BAY	WSB	50719.*C	4/16/2024
STEBBINS	STEBBINS	WBB	50719.4*A	6/5/2023
STEVENS VILLAGE	STEVENS VILLAGE	SVS	50721.*A	8/13/2025
STONY RIVER 2	STONY RIVER	SRV	50722.01*A	8/2/2023
SUMMIT	SUMMIT	UMM	50725.*A	9/30/2024
SUMMIT LAKE	MOOSE PASS	52Z	50500.07*C	9/4/2024
TAKOTNA	TAKOTNA	TCT	50735.*A	6/12/2025
TAKU HARBOR	TAKU HARBOR	A43	50736.4*C	8/20/2024
TAKU LODGE	TAKU LODGE	TKL	50736.7*C	7/24/2025
TALKEETNA	TALKEETNA	TKA	50738.*A	8/6/2024
TAMGAS HARBOR	ANNETTE	Z43	50039.01*C	4/16/2024
TANACROSS	TANACROSS	TSG	50742.*A	7/4/2025
TANIS MESA	YAKUTAT	A69	50920.11*A	8/5/2025
TATITLEK	TATITLEK	7KA	50749.1*A	7/31/2024
TATITNA	TATITNA	8KA	50750.*A	6/12/2025
TAYLOR MOUNTAIN	TAYLOR MOUNTAIN MINE	ATM	50753.*A	6/24/2024
TAZLINA	TAZLINA	Z14	50754.*A	9/16/2025
TAZLINA /SMOKEY LAKE/	TAZLINA	5AK	50754.1*C	9/16/2025
TELIDA	TELIDA	2K5	50755.*A	6/11/2025

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TELLER	TELLER	TER	50756.1*A	7/23/2023
TENAKEE	TENAKEE SPRINGS	TKE	50757.8*C	8/20/2024
TETLIN	TETLIN	3T4	50759.01*A	7/4/2025
THOMPSON PASS	VALDEZ	K55	50759.3*A	7/31/2024
THORNE BAY	THORNE BAY	KTB	50759.36*C	7/2/2024
TIN CREEK	FAREWELL LAKE	TNW	50223.*A	6/12/2025
TOGIK	TOGIK VILLAGE	TOG	50764.4*A	6/23/2024
TOK JUNCTION	TOK	6K8	50764.72*A	7/4/2025
TOKEEN	TOKEEN	57A	50764.75*C	4/16/2024
TOKSOOK BAY	TOKSOOK BAY	OOK	50766.4*A	6/7/2023
TOLSONA LAKE	TOLSONA LAKE	58A	50767.3*C	9/16/2025

RURAL AIRPORT INSPECTION SERVICES -FEDERALLY FUNDED

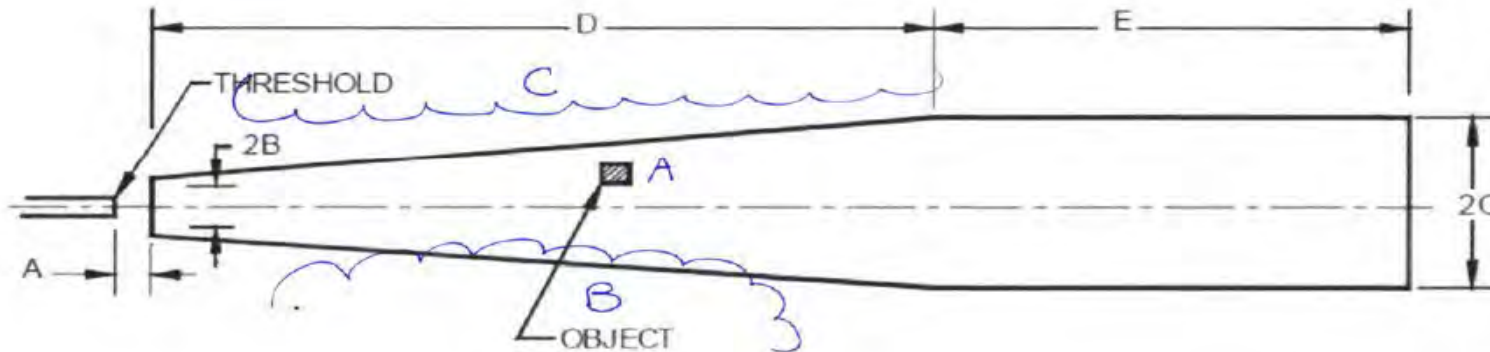
TOTATLANIKA RIVER	TOTATLANIKA RIVER	9AK	50769.2*A	9/30/2024
TRIDENT BASIN	KODIAK	T44	50425.1*C	7/31/2024
TRIPOD	ALEKNAGIK	Z25	50027.51*A	6/23/2024
TULUKSAK	TULUKSAK	TLT	50771.*A	6/6/2023
TUNTUTULIAK	TUNTUTULIAK	A61	50772.6*A	6/6/2023
TUNTUTULIAK	TUNTUTULIAK	Z20	50772.4*C	6/6/2023
TUNUNAK	TUNUNAK	4KA	50773.*A	6/7/2023
TWIN HILLS	TWIN HILLS	A63	50776.*A	6/23/2024
UMIAT	UMIAT	UMT	50795.*A	7/5/2023
UNALAKLEET	UNALAKLEET	UNK	50799.*A	8/3/2023
UPPER WASILLA LAKE	WASILLA	3K9	50870.62*C	9/8/2025
VENETIE	VENETIE	VEE	50828.*A	7/6/2023
VISNAW LAKE	WASILLA	T66	50870.18*C	9/8/2025
WAINWRIGHT	WAINWRIGHT	AWI	50855.2*A	7/12/2025
WALES	WALES	IWK	50860.*A	7/23/2023
WARREN "BUD" WOODS PALMER MUNI	PALMER	PAQ	50584.*A	10/17/2024
WASILLA	WASILLA	IYS	50870.3*A	9/26/2024
WASILLA LAKE	WASILLA	5L6	50870.2*C	10/10/2023
WATERFALL	WATERFALL	KWF	50872.*C	4/16/2024
WEST POINT VILLAGE	WEST POINT	KWP	50873.3*C	10/7/2024
WHALE PASS SEAPLANE FLOAT HARBOR FACILITY	WHALE PASS	96Z	50873.14*C	4/16/2024
WHITE MOUNTAIN	WHITE MOUNTAIN	WMO	50874.*A	8/3/2023
WHITTIER	WHITTIER	IEM	50875.*A	7/31/2024
WILDER RUNWAY	PORT ALSWORTH	05K	50610.82*A	6/22/2024
WILLOW	WILLOW	UJO	50878.*A	9/25/2024
WILLOW SPB	WILLOW	2X2	50877.01*C	9/25/2024
WISEMAN	WISEMAN	WSM	50888.*A	7/6/2023
WRANGELL	WRANGELL	68A	50905.*C	4/15/2024
YAKUTAT	YAKUTAT	2Y3	50920.12*C	8/5/2025
YANKEE CREEK 2	YANKEE CREEK	A77	50925.1*A	6/12/2025
YES BAY LODGE	YES BAY	78K	50928.*C	4/16/2024

ATTACHMENT #15 TERPS CHARACTERIZATION - SAMPLE REPORTING FORM

TERPS Approach Surface Sketch – Sample Form

Airport: ABC	Category Approach: A/B	Date: 1.29.14
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Object	Description	Height	Dist from Rwy End	Offset from CL	Comments
A	tower	175'	1000'	300 RT	tower on hill top, lighted
B	trees/forestation	30'-50'	250' +	~200 LT	dense forestation LT of CL, broad extent
C	trees/forestation	30'-50'	250' +	~400 RT	dense forestation RT of CL may encroach, needs more thorough survey



Source: FAA AC 150/5300-13A, Airport Design, Figure 3-2

ATTACHMENT #16 WILDLIFE SURVEY QUESTIONS

Wildlife Survey Questions



adip.faa.gov


Wildlife Management Survey

Instructions

When performing your inspections, please ask the airport manager the following questions and enter your answers on the wildlife survey page in the FAA's Airport Data and Information Portal (ADIP).

1. Does your airport have a Wildlife Site Visit? YES NO
If yes, when was it completed?
(MM / DD / YYYY)
2. Does your airport have a Wildlife Hazard Assessment? YES NO
If yes, when was it completed?
(MM / DD / YYYY)
3. Does your airport have a Wildlife Hazard Management Plan? YES NO
If yes, when was it completed?
(MM / DD / YYYY)
4. Do you have a state wildlife depredation permit? YES NO
5. Does your airport have fencing around the airport? YES NO
If yes, how high is the fence?
(Feet)

ATTACHMENT #17 FORM 25D—154 MATERIAL SUBMITTAL FOR BUY AMERICAN COMPLIANCE – FEDERAL-AIR AIRPORT CONTRACTS



Material Submittal for Buy American Compliance

Federal-Aid Airport Contracts

PART 1:

Project Name and Number	
Supplier Company Name	
Supplied to: Contractor or Subcontractor Company Name	
Materials: Bid Item No. / Bid Item Description	Quantity 0
Description of steel, iron, manufactured product, or construction material (attach material documentation and mill certifications when requested):	
Steel, iron, manufactured product, or construction material is (check one box):	
Produced in the United States	<input type="checkbox"/>
FAA has issued a Type 1, 2, or 3 Waiver (type) _____	<input type="checkbox"/>
FAA lists it as a Nonavailable Article	<input type="checkbox"/>
FAA has issued a Nationwide Waiver	<input type="checkbox"/>

I certify under penalty of law that the steel, iron, manufactured products, and construction materials listed on this form (or attachment), comply with the requirements of 49 USC § 50101, BABA, other related Made in America Laws, U.S. statutes, guidance, and FAA policies, and Contract subsection GCP 60-09 Buy American Preference.

Steel, iron, manufactured products, and construction materials submittals may be approved when:


- (1) They are produced in the United States;
- (2) The FAA has issued a waiver for the product;
- (3) The product is listed as a Nonavailable Article in Federal Acquisition Regulation subpart 25.104; or
- (4) The product is included in the FAA Nationwide Buy American Waivers Issued list.

I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p style="margin: 0;">Authorized Corporate Signature</p>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p style="margin: 0;">Date</p>
<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p style="margin: 0;">Printed Name</p>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p style="margin: 0;">Supplier's Company Name</p>
<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p style="margin: 0;">Position Title</p>	

Form 25D-154 (01/23)

ATTACHMENT #18 CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS, FORM FEDERAL AVIATION ADMINISTRATION (FAA)

		STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES REQUIRED CONTRACT PROVISIONS for FEDERAL-AID (FAA) CONSTRUCTION CONTRACTS
A0 GENERAL A1 ACCESS TO RECORDS AND REPORTS A2 AFFIRMATIVE ACTION REQUIREMENT A3 BREACH OF CONTRACT TERMS A4 BUY AMERICAN PREFERENCE A5 CIVIL RIGHTS - GENERAL A6 CIVIL RIGHTS – TITLE VI ASSURANCE A7 CLEAN AIR AND WATER POLLUTION CONTROL A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS A9 COPELAND “ANTI-KICKBACK” ACT A10 DAVIS-BACON REQUIREMENTS A11 DEBARMENT AND SUSPENSION A12 DISADVANTAGED BUSINESS ENTERPRISE A13 DISTRACTED DRIVING A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	A15 DRUG FREE WORKPLACE REQUIREMENTS A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO) A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES A19 PROHIBITION of SEGREGATED FACILITIES A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 A21 PROCUREMENT OF RECOVERED MATERIALS A22 RIGHT TO INVENTIONS A23 SEISMIC SAFETY A24 TAX DELINQUENCY AND FELONY CONVICTIONS A25 TERMINATION OF CONTRACT A26 TRADE RESTRICTION CERTIFICATION A27 VETERAN’S PREFERENCE A28 DOMESTIC PREFERENCES FOR PROCUREMENTS	
<p>Section A0 GENERAL</p> <p>[Source: From previous Form 25D-55A]</p> <p>Procurements made under the Airport Improvement Program, AIP, must adhere to the provisions outlined in Title 49 CFR Part 18.36. This regulation provides for policies and procedures to be applied to typical procurement actions under the AIP, such as construction development, equipment purchases, and selection for professional services (engineering consultants etc.).</p> <p>The Federal Aviation Administration (FAA) is not a party to the contracts the State of Alaska Department of Transportation and Public Facilities (Department) executes in support of the AIP. The Department is the contractual authority for establishing and administering the contract agreements and is responsible for all contractual matters, including evaluation and award of contract, resolution of claims and disputes, and settlement of litigation issues.</p> <p>A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the Department.</p> <p>Language within brackets [example] is considered as reference or instructional for program administration.</p> <p>Section A1 ACCESS TO RECORDS AND REPORTS</p> <p>[Source: 2 CFR § 200.333, 2 CFR § 200.336, FAA Order 5100.38. Include this provision in all contracts and subcontracts.]</p>		

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Department, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Section A2 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

[Mandatory Language. Source: 41 CFR part 60-4, Executive Order 11246. Incorporate in all bids, RFPs, contracts and subcontracts; that exceed \$10,000.]

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: Is listed on the Invitation to Bid, Form 25D-7; if not listed it is 0.0%

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 non-federally 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 the State of Alaska.

Section A3 BREACH OF CONTRACT TERMS

[Source: 2 CFR § 200 Appendix II(A). Include in all contracts and subcontracts that exceed \$250,000]

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The Department will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. The Department reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Department elects to terminate the contract. The Department's notice will identify a specific date by which the Contractor must correct the breach. Department may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Department's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Section A4.3.1 BUY AMERICAN PREFERENCE

[Source: Title 49 USC § 50101, Executive Order 14005, Public Law No. 117-58. Also referenced in Department's GCP 60-09. Include in all contracts and subcontracts.]

Specification GCP 60-09 establishes standard language for compliance with the Buy American Preference required by A4.3.1.

Section A5.3.1 GENERAL CIVIL RIGHTS PROVISIONS

[Mandatory Language. Source: 49 USC § 47123. Include in all contracts and subcontracts.]

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, creed, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

Section A6.3.1 TITLE VI SOLICITATION NOTICE

[Mandatory Language. Source: 49 USC § 47123, FAA Order 1400.11. Include in all contracts and subcontracts]

The Department, 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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Section A6.4.1 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

[Mandatory Language. Source: 49 USC § 47123, FAA Order 1400.11. Include in all contracts and subcontracts.]

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; and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 § 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 (42 USC § 12101, *et seq.*) (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) 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 (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
- 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 A6.4.2 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

[Mandatory Language. Source: 49 USC § 47123, FAA Order 1400.11. Include in all contracts and subcontracts.]

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Department or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Department will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies;
 - and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Department or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Department to enter into any litigation to protect the interests of the Department.

In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Section A7 CLEAN AIR AND WATER POLLUTION CONTROL

[Source: 2 CFR § 200, Appendix II(G), 42 USC § 7401, et seq., 33 USC § 1251, et seq. Include in all contracts and subcontracts that exceed \$150,000.]

The Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Department immediately upon discovery. The Department assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Section A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

[Mandatory Language. Source: 2 CFR § 200, Appendix II(E), 2 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704. Include in all contracts and subcontracts in excess of \$100,000.]

- (1) *Overtime Requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1).
- (3) *Withholding for unpaid wages and liquidated damages —*
 - (i) *Withholding process.* The Federal Aviation Administration or the Department may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section A8 on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - (ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (2)(i) of Section A10 or (3)(i) of this section, or both, over claims to those funds by:
 - (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (B) A contracting agency for its procurement costs;
 - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (D) A contractor's assignee(s);
 - (E) A contractor's successor(s); or
 - (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

- (4) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- (5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 - (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - (iv) Informing any other person about their rights under CWHSSA or this part.

Section A9 COPELAND "ANTI-KICKBACK" ACT

[Mandatory Language. Source: 2 CFR § 200, Appendix II(D), 29 CFR Parts 3 & 5. Include in contracts and subcontracts exceeding \$2,000.]

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Department, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Department must report any violations of the Act to the Federal Aviation Administration.

Section A10 DAVIS-BACON REQUIREMENTS

[Mandatory Language. Source: 2 CFR § 200, Appendix II(D), 29 CFR Part 5, 49 USC § 47112(b), 40 USC §§ 3141-3144, 3146, and 3147. Include in contracts and subcontracts exceeding \$2,000.]

1. *Minimum Wages*—

- (i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents 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. As provided in paragraphs (d) and (e) of 29 CFR §5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. 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 classifications and wage rates conformed under paragraph (1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must 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 be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance.*

(A) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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; and
- (2) The classification is used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(D) 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 will, by email to DBAconformance@dol.gov, 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.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(iii)(C) or (D) of this section must 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.

- (iv) *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (v) *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.
- (vi) *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) *Withholding—*

- (i) *Withholding requirements.* The Federal Aviation Administration or the Department may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this Section A10 for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (3)(iv) of this section, the Federal Aviation Administration may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.
- (ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (2)(i) of this section or (3)(i) of Section A8, or both, over claims to those funds by:
 - (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (B) A contracting agency for its reprocurement costs;
 - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (D) A contractor's assignee(s);
 - (E) A contractor's successor(s); or
 - (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) *Records and certified payrolls —*

(i) *Basic record requirements —*

- (A) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

- (B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph (1)(v) of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which 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 cost incurred in providing such benefits.
- (D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements—*

- (A) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified 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 certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal Aviation Administration. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- (C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (3)(i) of this section, the appropriate information and basic records are being maintained under paragraph (3)(i) of this section, and such information and records are correct and complete;
 - (2) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and
 - (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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

- (D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(C) of this section.
- (E) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iii) *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iv) *Required disclosures and access—*
- (A) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs (3)(i) through (iii) of this section, and any other documents that the Federal Aviation Administration or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the Federal Aviation Administration or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (B) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.1.2. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (C) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, 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 other compliance action.
- (4) *Apprentices and equal employment opportunity —*
- (i) *Apprentices —*
- (A) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for

the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (B) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- (C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (4)(i)(A) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- (ii) *Equal employment opportunity.* The use of apprentices and journeymen under this part must 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 must insert in any subcontracts the clauses contained in paragraphs (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the Federal Aviation Administration may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- (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 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 40 U.S.C. 3144(b) or § 5.12(a).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

Section A11 DEBARMENT AND SUSPENSION

[Source: 2 CFR part 180 (Subpart C), 2 CFR Part 200, Appendix II(H), 2 CFR part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689. Use for any contract, regardless of tier, that is awarded by a Contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000.]

Section A11.3.1 CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

Section A11.3.2 CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

[Source: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5. Use for any contract, regardless of tier, that is awarded by a Contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000.]

The successful Bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify 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 Certificate 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.

Section A12.3.1 DISADVANTAGED BUSINESS ENTERPRISE - SOLICITATION LANGUAGE (RACE CONSCIOUS) and

Section A12.3.2 DISADVANTAGED BUSINESS ENTERPRISE - SOLICITATION LANGUAGE (RACE/GENDER NEUTRAL)

[Source: 49 CFR §26 and 49 CFR §26.53. Department specification G-120. This language is not required for projects where DBE participation is by race/gender neutral means.]

Specification G-120 establishes standard language for participation by Disadvantaged Business Enterprises, required by A12.3.1 and A12.3.2.

Section A12.3.3 DISADVANTAGED BUSINESS ENTERPRISES (Program Goals)

[Mandatory Language. Source: 49 CFR § 26, Department specifications GCP-80 and G-120. Include in all contracts and subcontracts.]

Contract Assurance (49 CFR § 26.13) - The Contractor, subrecipient 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 U.S. Department of Transportation 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 Department 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.

Prompt Payment (49 CFR §26.29 and Department GCP 80-01) – The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than eight (8) working days from the receipt of each payment the prime Contractor receives from the Department. The prime Contractor agrees further to return retainage payments to each subcontractor within eight (8) working days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Department. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR §26.53(f) and Department G-120) – The prime contractor must not terminate a DBE subcontractor listed on form 25A-325C (or an approved substitute DBE firm) without prior written consent of the Department as described in G-120.

Section A13 DISTRACTED DRIVING - TEXTING WHEN DRIVING

[Source: Executive Order 13513, DOT Order 3902.10. Use for all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at \$10,000).]

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Department encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Section A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

[Source: 2 CFR § 200, Appendix II(K), 2 CFR § 200.216. Department specification GCP-60-01. Include in all contracts and subcontracts.]

Contractor and subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Section A15 DRUG FREE WORKPLACE REQUIREMENTS

[Source: 49 CFR Part 32, Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*, as amended)]

The Drug-Free Workplace Act of 1988 requires some Federal contractors and all Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does *not* apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Section A16.3.1 EQUAL OPPORTUNITY CLAUSE (EEO Contract Clause)

[Mandatory Language. Source: 2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246. Department Form 25A-301 and 25A-304. Use for any contract or subcontract when the amount exceeds \$10,000.]

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provisions shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1962, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section A16.3.2 EQUAL EMPLOYMENT OPPORTUNITY SPECIFICATION

The language in Department Form 25A-301 contains the mandatory FAA language in A16.3.2 EEO Specification. The language in Department Form 25A-301 is hereby incorporated into these contract provisions for EEO.

Section A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

[Source: 29 USC § 201, et seq, 2 CFR § 200.430. All consultants, sub-consultants, Contractors and subcontractors employed under this federally assisted project must comply with the FLSA.]

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 Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Section A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

[Mandatory Language. Source: 31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(J); 49 CFR part 20, Appendix A. Consultants and Contractors that apply or bid for an award of \$100,000 or more must certify to these paragraphs by signing the bid documents.]

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.

Section A19 PROHIBITION OF SEGREGATED FACILITIES

[Source: 2 CFR Part 200, Appendix II(C), 41 CFR § 60. Include in all contracts and subcontracts subject to EEO.]

(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 rest rooms 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.

Section A20 OCCUPATION SAFETY AND HEALTH ACT OF 1970

[Source: 29 CFR part 1910. Include in all contracts and subcontracts.]

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.

Section A 21 PROCUREMENT OF RECOVERED MATERIALS

[Source: 2 CFR § 200.322, 2 CFR Part 200, Appendix II(J), 40 CFR part 247, 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCR).]

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- 2) The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

Section A 22 RIGHTS TO INVENTIONS

[Source: 2 CFR Part 200, Appendix II(F), and 37 CFR Part 401.]

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Department in any resulting invention as established by 37 CFR Part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

Section A23 SEISMIC SAFETY

[Source: 49 CFR part 4. Clause used for construction of new buildings or structural addition to existing buildings.]

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

Section A24 TAX DELINQUENCY AND FELONY CONVICTIONS

[Source: Section 8113 of the Consolidated Appropriations Act, 2022 (Pub. L. 117-103), and similar provisions in subsequent appropriations acts. DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions. Include in all contracts and subcontracts.]

The language in Department Form 25D-159 contains the language required by A24 Tax Delinquency and Felony Convictions. The Contractor shall submit a completed Form 25D-159 according to specification GCP 30-03, and require each subcontractor and each lower tier subcontractor to complete Form 25D-159 according to specification GCP 80-01.

Section A25.3.1 TERMINATION FOR CONVENIENCE (Construction & Equipment Contracts)

[Source: 2 CFR § 200 Appendix II(B). Department GCP 80-09. The Department must include a clause for termination for convenience on all contracts and subcontracts in excess of \$10,000.]

Specification GCP 80-09 establishes standard language for conditions, rights, and remedies associated with Department termination of this contract for convenience, required by A25.3.1. Under no circumstance will the Department pay Contractor

for loss of anticipated profits or revenue, or other economic loss, in connection with work that is not performed prior to the Department's termination action.

Section A 25.3.2 TERMINATION FOR DEFAULT (Construction)

[FAA Mandatory Language for Construction Contracts. Source: 2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09. Department Section GCP 80-08.]

Specification GCP 80-08 establishes standard language for conditions, rights, and remedies associated with Department termination of this contract for cause due to default of the Contractor, required by A25.3.2. Under no circumstance will the Department pay Contractor for loss of anticipated profits or revenue, or other economic loss, in connection with work that is not performed prior to the Department's termination action.

Section A26 TRADE RESTRICTION CERTIFICATION

[Mandatory Language. Source: 49 USC § 50104, 49 CFR part 30. Include in all contracts and subcontracts.]

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 Department 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 Department cancellation of the contract or subcontract for default at no cost to the Department or the FAA.

Section A 27 VETERAN'S PREFERENCE

[Source: 49 USC § 47112(c). Include in all contracts and subcontracts.]

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all subcontractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Section A 28 DOMESTIC PREFERENCES FOR PROCUREMENTS

[Source: 2 CFR § 200.322, 2 CFR Part 200, Appendix II(L). Include in all contracts and subcontracts.]

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offer has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

END

ATTACHMENT #19 FEDERAL CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROCUREMENTS



FAA Airports

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects (Issued on March 17, 2026)

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CURRENT CHANGES

Item	Changes
Editorial updates made to the December 29, 2025 version (effective March 17, 2026)	<p>Provision(s) were updated to address regulatory changes impacting:</p> <ul style="list-style-type: none"> - A.7: Contract Workhours and Safety Standards Act Requirements - Maximum Civil Monetary Penalty <p>Provision updated:</p> <ul style="list-style-type: none"> - A4: Civil Rights - General - A5: Civil Rights – Title VI Assurance - A11: Disadvantaged Business Enterprise - Applicability
Editorial updates made to the May 24, 2023 version (effective December 29, 2025)	<p>Updates were made mainly to address:</p> <ul style="list-style-type: none"> - 2024 FAA Reauthorization Act provisions - 2 CFR Part 200 – <i>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</i> - Recently issued Executive Orders, some of which rescinded prior Executive Orders - A.7: Contract Workhours and Safety Standards Act Requirements - Maximum Civil Monetary Penalty <p>Provisions removed are:</p> <ul style="list-style-type: none"> - A2: Affirmative Action Requirement - A16: Equal Employment Opportunity (EEO) - A19: Prohibition of Segregated Facilities <p>Title VI section updated DBE section updated Buy American Preference section updated</p> <p>Provision added (A26): Prohibition of Covered Unmanned Aircraft Systems (UAS)</p>
Editorial update made to the January 23, 2023 version (effective May 24, 2023)	The link on page 35 was updated to reflect changes to the Department of Labor website.
Editorial updates made to the November 17, 2022 version (effective January 23, 2023)	Pages 7, 16, 19, 20, 25, and 42 of Appendix A were edited to correct grammatical mistakes, update internal document links, and correct the name of the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

CONTRACT GUIDANCE

1. Purpose of this Document

- a) The purpose of this document is to establish a convenient resource for Sponsors that consolidates Federal contract provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program (AIP) and Infrastructure Investment and Jobs Act (IIJA) grant programs. The source of requirements addressed within this document are identified within the section for each individual clause.
- b) While this document is intended to assist Sponsors with their compliance efforts, it does not alter or modify the terms of any applicable statute or regulation, is not a substitute for reading the regulation and the applicability matrix, and each corresponding document section, nor does it constitute legal advice.
- c) Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.
- d) For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.
- e) Terminology:
 - i. The term "Sponsor" is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a "recipient" of federal assistance when receiving AIP or other FAA grant funds.
 - ii. The term "Owner" of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.
 - iii. For purposes of determining requirements for contract provisions, the term "contract" includes professional services, and subcontracts and supplier contracts such as purchase orders.
 - iv. The term "contractor" is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).
 - v. The term "bid" is understood to mean a bid, an offer, or a proposal.
 - vi. The term "applicant" means a bidder, offeror, or proposer for a contract.

2. Sponsor Actions

In general, Sponsor's actions consistent with obligations:

- a) Include in its procurements the provisions that are applicable to its project.
- b) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A Sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.
- c) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled *Applicability* advises whether a particular clause or provision has mandatory language that a Sponsor must use.
 - i. **Mandatory Language** – Whenever a clause or provision has mandatory text, the Sponsor must incorporate the text of the provision without change, except where specific adaptive input is necessary (e.g., such as the Sponsor’s name).
 - ii. **No Mandatory Language** – For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some Sponsors may have standard procurement language that is equivalent to those federal provisions. In these cases, Sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.
- d) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g., subcontract or sub-agreement).
- e) Require the contractor (including all subcontractors) to incorporate the requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services.
- f) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.
- g) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

3. Typical Procurement Steps

The typical procurement steps in a project are:

- 1) Solicitation, Request for Bids, or Request for Proposals – This step is also called the Advertisement or Notice to Bidders.
- 2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications, and related project documents.
- 3) Bid/Proposal Evaluation – Period when Sponsor tabulates, reviews, and evaluates all proposals for bid responsiveness and bidder responsibility.

- 4) Award – Point when the Sponsor formally awards the contract to the successful bidder.
- 5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement with bidder to perform services or provide goods.

4. Applicability Matrix for Contract Provisions

[Table 1](#) Matrix summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the Sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the Sponsor may incorporate references in the solicitation in lieu of including the entire text.

Sponsors are responsible for reviewing both the Matrix and each corresponding section to determine applicability of specific contract provisions.

Meaning of cell values in table below:

- Info – Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD – Provision the Sponsor must incorporate into procurement documents.

Table 1 – Applicability of Provisions

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	No n-AIP Contracts
Access to Records and Reports	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Breach of Contract	\$350,000	NIS	REQD	REQD	REQD	REQD	n/a
Buy American Preferences	\$ 0	REF	Limited	REQD	REQD	Limited	n/a
(1) Buy American Statement	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(2) Construction	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(3) Equipment/Building Projects	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
Civil Rights – General	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
Civil Rights - Title VI Assurances	\$ 0	REF	REQD	REQD	REQD	REQD	REQD
(1) Notice - Solicitation	\$ 0	REQD	REQD	REQD	REQD	REQD	REQD
(2) Clause - Contracts	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
(3) Clause – Transfer of U.S. Property	\$ 0	NIS	n/a	n/a	n/a	Limited	REQD
(4) Clause – Transfer of Real Property	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(5) Clause - Construct/Use/Access to Real Property	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(6) List – Pertinent Authorities	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
Clean Air/Water Pollution Control	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
Contract Work Hours and Safety Standards	\$100,000	NIS	Limited	REQD	Limited	Limited	n/a
Copeland Anti-Kickback	\$ 2,000	NIS	Limited	REQD	Limited	Limited	n/a
Davis Bacon Requirements	\$ 2,000	REF	Limited	REQD	Limited	Limited	n/a
Debarment and Suspension	\$25,000	REF	REQD	REQD	REQD	Limited	n/a
Disadvantaged Business Enterprise	\$0 ¹	REQD	REQD	REQD	REQD	REQD	n/a
Distracted Driving	\$15,000	NIS	REQD	REQD	REQD	REQD	n/a
Domestic Preferences for Procurements	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
Federal Fair Labor Standards Act	\$ 0	REQD	REQD	REQD	REQD	REQD	Info
Foreign Trade Restriction	\$ 0	REQD	REQD	REQD	REQD	REQD	n/a
Lobbying Federal Employees	\$ 100,000	REF	REQD	REQD	REQD	REQD	n/a
Occupational Safety and Health Act	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
Prohibition of Covered Unmanned Aircraft Systems (UAS)	\$ 0	REQD	REQD	REQD	REQD	REQD	n/a
Recovered Materials	\$10,000	REF	Limited	REQD	REQD	Limited	n/a
Right to Inventions	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Seismic Safety	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Tax Delinquency and Felony Conviction	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Termination of Contract	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
Veteran's Preference	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a

Airport Concessions Notes:

¹ Under 49 CFR §§ 26.13(b) and 26.21, any sponsor with more than \$250,000 in total contracting opportunities in 1 year must incorporate required language in each contract, regardless of the particular contract's dollar value.

1. Language relative to solicitation for airport concessions does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.
2. Sponsors must include the appropriate Civil Rights – Title VI language in their solicitation notices when they seek proposals for concessions, and in the resulting contracts.
3. For concessions agreements, use the column for Non-AIP contracts. See 49 CFR Part 23 for definitions, requirements, and clauses related to concessions and the Airport Concessions Disadvantaged Business Enterprise (ACDBE) program.

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.334 requires a Sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.337 establishes that Sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy applies these requirements to the Sponsor's contracts and subcontracts of AIP funded projects.

Contract Types – The Sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the Sponsor prefers to use different language, the Sponsor's language must fully satisfy the requirements of 2 CFR §§ 200.334 and 200.337.

A1.3 MODEL CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 BREACH OF CONTRACT TERMS

A2.1 SOURCE

2 CFR Part 200, Appendix II(A)

A2.2 APPLICABILITY

This provision requires Sponsors to incorporate administrative, contractual or legal remedies in the event that a contractor violates or breaches contract terms. The Sponsor must also include appropriate sanctions and penalties.

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is \$350,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200. Select either "contractor" or "consultant" as applicable.

A2.3 MODEL CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [Contractor / Consultant] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [Contractor / Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor / Consultant] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [Contractor / Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor / Consultant] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 BUY AMERICAN PREFERENCE

A3.1 SOURCE

Title 49 U.S.C. § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), Build America, Buy America (BABA)

A3.2 APPLICABILITY

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 U.S.C. § 50101, Executive Order 14005, and BABA.

Section 50101 of 49 U.S.C. requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest.
- 2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment procured, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Infrastructure Investment and Jobs Act (IIJA), Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel and certain construction materials are required to be 100% produced in the United States.

Under the Infrastructure Investment and Jobs Act (IIJA) (P. L. No. 117-58), BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that –

- 1) Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");
- 2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or
- 3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall.

Items that consist of two or more of the aforementioned materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade, and which does not remain as part of the project.

Note: Section 768 of the FAA Reauthorization Act of 2024 (Public Law 118-63), which became effective on May 16, 2024, establishes specific requirements for the procurement of certain rolling stock using FAA grant funds. The provision prohibits airports from using Federal financial assistance to procure buses or rail car vehicles rolling stock from covered entities.

Required Documentation

The FAA Buy American Requests. All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

Proprietary Confidentiality. Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential.

Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

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Timing of Waiver Requests. Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

The Buy American Notice of Determination (NOD) Process. The FAA Reauthorization Act of 2024 requires that all approved waivers must be posted to the FAA's website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

Buy American Conformance Lists. The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Facility Waiver Requests. For construction of a facility, the Sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the Sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provisions – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully comply with 49 U.S.C. § 50101 and BABA.

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There are two types of FAA Buy American certifications. The Sponsor must incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

A3.3 MODEL SOLICITATION CLAUSES

A3.3.1 Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,² U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

² Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

A3.3.2 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (ü) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A3.3.3 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 U.S.C. § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (ü) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A4 CIVIL RIGHTS - GENERAL**A4.1 SOURCE**

49 U.S.C. § 47123

A4.2 APPLICABILITY

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A5.

Contract Types – The General Civil Rights Provisions found in 49 U.S.C. § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all Sponsor contracts *regardless* of funding source.

Use of Provision – MANDATORY TEXT. Each contract must include two civil rights provisions. The first general clause must be included in all contracts, lease agreements, or transfer agreements. An additional specific provision must be included; the applicable text is based on whether the contract is a general contract or whether the contract is a lease or transfer agreement. The Sponsor must incorporate the text of the General Clause and the appropriate Specific Clause without modification into the contract, lease, or transfer agreement.

The required clauses for each type of contact are summarized in the table below:

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
General Clause that is used for all contracts, lease agreements and transfer agreements	Every contract or agreement regardless of funding source.	A4.3.1
Specific Clause that is used for general contract agreements	This applies to all contracts that do not involve property agreements. It applies to all contracts not covered by A5.3.3 regardless of funding source.	A4.3.2
Specific Clause that is used for lease agreements and transfer agreements	This applies to all property agreements such leases of concession space in a terminal and leases where a physical portion of the airport is transferred for use. It applies to all contracts not covered by A5.3.2 regardless of funding source.	A4.3.3

A4.3 MANDATORY CONTRACT CLAUSES

A4.3.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A4.3.2 Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A4.3.3 Specific Clause that is used for Lease Agreements or Transfer Agreements

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE**A5.1 SOURCE**

49 U.S.C. § 47123

FAA Order 1400.11

A5.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation Order DOT 1050.2, *Standard Title VI Assurances and Nondiscrimination Provisions*, effective April 24, 2013. These assurances require that the Recipient (the Sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

A5.2.1 Applicability of Title VI Solicitation Notice

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Solicitation Notice – <ul style="list-style-type: none"> • Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30(d) of the Airport Sponsors Assurances 	1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations regardless of funding source ; and 2) All Sponsor proposals for negotiated agreements regardless of funding source .	A5.3.1

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
<p>Title VI List of Pertinent Nondiscrimination Acts and Authorities</p> <ul style="list-style-type: none"> • Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30(e)(2) of the Airport Sponsor Assurances 	<p>Insert this list in every contract or agreement, unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence.</p> <p>This list can only be omitted if the FAA has determined that the contractor or company is already subject to substantively identical nondiscrimination requirements.</p>	<p>A5.4.1</p> <p>List must be included in all applicable contracts.</p>
<p>Title VI Clauses for Compliance with Nondiscrimination Requirements</p> <ul style="list-style-type: none"> • Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses <p>Assurance 30(e)(1) of the Airport Sponsor Assurances</p>	<p>Insert this clause in every contract or agreement, unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence.</p> <p>It has been determined that service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements must include this clause.</p>	<p>A5.4.2</p> <p>Clause must be included in all applicable contracts.</p>
<p>Title VI Required Clause for Property Interests Transferred from the United States</p> <ul style="list-style-type: none"> • Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30e.3 of the Airport Sponsor Assurances 	<p>As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor.</p> <p>This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract.</p>	<p>A5.4.3</p>

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
<p>Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program –</p> <ul style="list-style-type: none"> • Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30(e)(4)(a) of the Airport Sponsor Assurances 	<p>As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility. It applies to agreements not covered by A5.4.4.</p>	A5.4.4
<p>Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program</p> <ul style="list-style-type: none"> • Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30(e)(4)(b) of the Airport Sponsor Assurances 	<p>In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the Sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases of concession space in a terminal not covered by A5.4.3.</p>	A5.4.5

A5.3 MANDATORY SOLICITATION CLAUSE

The Sponsor must include this clause in:

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations regardless of funding source; and
- 2) All Sponsor proposals for negotiated agreements regardless of funding source.

A5.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The *(Title of Recipient)*, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

A5.4 MANDATORY CONTRACT CLAUSES

A5.4.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the Sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements, which is a rare occurrence.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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 (42 U.S.C. § 12101, *et seq.*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- 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.*)

A5.4.2 Nondiscrimination Requirements/Title VI Clauses for Compliance

The Sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.
- 3) Other types of contracts with utility companies involving property covered by A5.4.2, A5.4.3, or A5.4.4.

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as

it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A5.4.3 Title VI Clauses for Deeds Transferring United States Property

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances:

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (*Airport Improvement Program or other program for which land is transferred*), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC §§ 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A5.4.4 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which

a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A5.4.5 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other

requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6 CLEAN AIR AND WATER POLLUTION CONTROL**A6.1 SOURCE**

2 CFR Part 200, Appendix II(G)

42 U.S.C. § 7401, et seq

33 U.S.C. § 1251, et seq

A6.2 APPLICABILITY

Contract Types – This provision is required for all contracts and lower tier contracts that exceed \$150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR Part 200.

A6.3 MODEL CONTRACT CLAUSE**CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A7.1 SOURCE

2 CFR Part 200, Appendix II(E)

29 CFR § 5.5(b)(2)

29 CFR 5.8(a)

40 U.S.C. § 3702(c)

40 U.S.C. § 3704

A7.2 APPLICABILITY

Contract Work Hours and Safety Standards Act Requirements (CWHSSA) (40 U.S.C. §§ 3702 & 3704) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally-assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Contract Types –

Construction – This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen, and guards.

Equipment – This provision applies to any equipment project exceeding \$100,000 that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

Professional Services – This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

Property – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

Use of Provision – MANDATORY TEXT. Sponsors must incorporate this text without modification.

A7.3 MANDATORY CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner 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 any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A8 COPELAND "ANTI-KICKBACK" ACT

A8.1 SOURCE

2 CFR Part 200, Appendix II(D)

29 CFR Parts 3 and 5

A8.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Contract Types –

Construction – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed \$2,000.

Equipment – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed \$2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g., SRE and ARFF vehicles).

Professional Services –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Property –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 CFR Part 5.

A8.3 MODEL CONTRACT CLAUSE**COPELAND "ANTI-KICKBACK" ACT**

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A9 DAVIS-BACON REQUIREMENTS

A9.1 SOURCE

2 CFR Part 200, Appendix II(D)

29 CFR Part 5

49 USC § 47112(b)

40 USC §§ 3141-3144, 3146, and 3147

A9.2 APPLICABILITY

The Davis-Bacon Act (40 USC §§ 3141-3144, 3146, and 3147) ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

Construction – Incorporate into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP.

Equipment – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed \$ 2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g., SRE and ARFF vehicles)

Professional Services – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate this clause.

Property – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Fencing Projects – Fencing projects that exceed \$2,000 must include this provision.

Use of Provision – MANDATORY TEXT. 29 CFR Part 5 establishes specific language a Sponsor must use. The Sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The Sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

A9.3 MANDATORY CONTRACT CLAUSE

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 regulations implementing 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 no 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.

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 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.

A10 DEBARMENT AND SUSPENSION**A10.1 SOURCE**

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

A10.2 APPLICABILITY

The Sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally -assisted projects. The Sponsor accomplishes this by:

- 1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
- 2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
- 3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

Contract Types – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, Sponsor may substitute "bidder/offeree" with "consultant."

A10.3 MODEL BID/PROPOSAL CERTIFICATION CLAUSES**A10.3.1 Bidder or Offeror Certification****CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

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

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A10.3.2 Lower Tier Contract Certification**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, 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: <https://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.

A11 DISADVANTAGED BUSINESS ENTERPRISE**A11.1 SOURCE**

49 CFR Part 26

49 U.S.C. § 47113

A11.2 APPLICABILITY

A Sponsor that anticipates awarding prime contracts totaling \$250,000 or more in Federal financial assistance in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (49 CFR § 26.21). The Sponsor will also identify a 3-year overall program goal that the Sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (49 CFR § 26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the following provisions, if applicable:

- 1) Clause in all solicitations for proposals for which a contract goal has been established,
- 2) Clause in solicitations that seek to obtain DBE participation without the use of a contract goal, and
- 3) Clause in each prime contract.

Use of Provision –

1. *Solicitations with a DBE Contract Goal* – No mandatory language provided. 49 CFR §26.53 requires a Sponsor's solicitation to address what a contractor must submit on proposed DBE participation. The language of A11.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements. The Sponsor may require the contractor's submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility. The Sponsor's election regarding responsiveness vs. responsibility is recorded in its approved DBE program. Special consideration and procedures apply to negotiated procurements and to projects solicited using the Design-Build approach.
2. *Solicitations without a DBE Contract Goal* – No mandatory language provided. The language of A11.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy requirements for a Sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
3. *Assurance for Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED.**
Sponsors must incorporate this language if they have a DBE program on file with the FAA. This language must be included regardless of whether there is a DBE contract goal for the

project. Section 26.13 of 49 CFR establishes mandatory language for contractor assurance. The Sponsor must not modify the language. Part 26 of 49 CFR requires Sponsors ensure this clause also flows down into subcontracts (i.e., must be included verbatim in subcontracts).

4. *Prompt Payment for Contracts Covered by DBE Program* – No mandatory language provided. 49 CFR § 26.29 requires Sponsors to include a contract clause requiring prompt payment to subcontractors no later than thirty (30) days after the prime contractor receives payment from the Sponsor. The requirement applies to all subcontractors, not just DBEs. The prompt payment language of A11.3.3 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, such as a specific clause identified in the Sponsor’s approved DBE program plan, the Sponsor’s revised language must fully satisfy these requirements.
5. *Termination of DBE Subcontractors on Contracts with a DBE Contract Goal* - No mandatory language provided. 49 CFR § 26.53 prohibits unauthorized removal or replacement of DBE firms listed in response to a solicitation that had a DBE contract goal and sets forth the specific enforcement mechanism recipients must include in prime contracts. The language of A11.3.3 is acceptable to the FAA in meeting the intent of this requirement.
6. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

A11.3 REQUIRED PROVISIONS

A11.3.1 Solicitation Language (Solicitations with a DBE Contract Goal)

For traditional design-bid-build projects, the decision on whether DBE information is a matter of responsiveness or responsibility is laid out in the Sponsor’s approved DBE program and the Sponsor should incorporate the applicable solicitation language accordingly. Special procedures apply in the case of negotiated procurements and for projects that follow the Design-Build method of procurement. In all cases, Sponsors should include only the applicable solicitation language from the examples below.

Bid Information Submitted as a matter of responsiveness:

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 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 Bidder or 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 including any amendments thereto. 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.

Bid Information submitted as a matter of responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 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 Bidder or 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 including any amendments thereto. 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.

Bid Information requirements for negotiated procurements:

In a negotiated procurement, such as a procurement for professional services, the Sponsor may allow the bidder/offeror to make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required under the above *responsiveness* or *responsibility* procedures before the final selection for the contract is made by the recipient.

Bid Information submitted for Design-Build projects:

In a design-build contracting situation, in which the Sponsor solicits proposals to design and build a project with minimal-project details at time of letting, the Sponsor may set a DBE goal that proposers

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must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of 49 CFR § 26.53 that applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

A11.3.2 Solicitation Language (Solicitations with No DBE Contract Goal)

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A11.3.3 Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient 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, including any amendments thereto, 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.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number of days, not to exceed 30] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify number of days, not

to exceed 30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph A11.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of [Name of Recipient]. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent [Name of Recipient]. Unless [Name of Recipient] consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if [Name of Recipient] agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to [Name of Recipient], of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [Name of Recipient] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [Name of Recipient] may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A12 DISTRACTED DRIVING**A12.1 SOURCE**

Executive Order 13513

DOT Order 3902.10

A12.2 APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR § 200.320 (currently set at \$15,000).

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements.

A12.3 MODEL CONTRACT CLAUSE**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**A13.1 SOURCE**

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

A13.2 APPLICABILITY

Sponsors and subgrant recipients are prohibited from using AIP grant funds to:

- a) Procure or obtain,
- b) Extend or renew a contract to procure or obtain, or
- c) Enter into a contract to procure or obtain certain covered telecommunications equipment.

These restrictions apply to telecommunication equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Covered telecommunications equipment is equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of either).

Contract Types – The Sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements. Sponsor may substitute "Contractor and subcontractor" with "Consultant and sub-consultant" for professional service agreements.

A13.3 MODEL CERTIFICATION CLAUSE**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A14 DRUG FREE WORKPLACE REQUIREMENTS**A14.1 SOURCE**

49 CFR Part 32

Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101-8106, as amended)

A14.2 APPLICABILITY

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does *not* apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Contract Types – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the Sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

Use of Provision – No mandatory or recommended text provided because the requirements do not extend beyond the Sponsor level.

A14.3 CONTRACT CLAUSE

None.

A15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**A15.1 SOURCE**

29 USC § 201, et seq

2 CFR § 200.430

A15.2 APPLICABILITY

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor's agreement with a professional services firm must include the FLSA provision.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 USC § 201, et seq. The Sponsor must select *contractor* or *consultant*, as appropriate for the contract.

A15.3 MODEL SOLICITATION CLAUSE

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 **[Contractor | Consultant]** has full responsibility to monitor compliance to the referenced statute or regulation. The **[Contractor | Consultant]** must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A16 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**A16.1 SOURCE**

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

A16.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The Sponsor must incorporate this provision into all contracts exceeding \$100,000.

Use of Provision – **MANDATORY TEXT.** Appendix A to 49 CFR Part 20 prescribes language the Sponsor must use. The Sponsor must incorporate this provision without modification.

A16.3 MANDATORY CERTIFICATION CLAUSE**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 31 U.S.C. § 1352. 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.

A17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**A17.1 SOURCE**

29 CFR Part 1910

A17.2 APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 29 CFR Part 1910.

A17.3 MODEL CONTRACT CLAUSE

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.

A18 PROCUREMENT OF RECOVERED MATERIALS

A18.1 SOURCE

2 CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

A18.2 APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR Part 247. When acquiring items designated in the guidelines, the Sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR Part 247 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

Construction and Equipment – Include this provision in all construction and equipment projects.

Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds \$10,000.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200.

A18.3 MODEL CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A19 RIGHT TO INVENTIONS**A19.1 SOURCE**

2 CFR Part 200, Appendix II(F)

37 CFR Part 401

A19.2 APPLICABILITY

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200, Appendix II.

A19.3 MODEL CONTRACT CLAUSE**RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A20 SEISMIC SAFETY**A20.1 SOURCE**

49 CFR Part 41

A20.2 APPLICABILITY

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Construction – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

Land – This provision will not typically apply to a property/land project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 49 CFR part 41.

A20.3 MODEL CONTRACT CLAUSE**A20.3.1 Professional Service Agreements for Design****SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A20.3.2 Construction Contracts**SEISMIC SAFETY**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A21 TAX DELINQUENCY AND FELONY CONVICTIONS**A21.1 SOURCE**

Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

A21.2 APPLICABILITY

The Sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Contract Types – This provision applies to all contracts funded in whole or part with AIP.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of DOT Order 4200.6.

A21.3 MODEL CERTIFICATION CLAUSE**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then

notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A22 TERMINATION OF CONTRACT

A22.1 SOURCE

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

A22.2 APPLICABILITY

Contract Types – All contracts and subcontracts in excess of \$10,000 must address *termination for cause* and *termination for convenience* by the Sponsor. The provision must address the manner (i.e., notice, opportunity to cure, and effective date) by which the Sponsor’s contract will be affected and the basis for settlement (e.g., incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Convenience – No mandatory text provided. The Sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR § 200.

Termination for Cause – No mandatory text provided. The Sponsor must include a clause for termination for cause (includes default). The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 2 CFR Part 200, Appendix II.

Equipment, Professional Services, and Property – No mandatory text provided. The Sponsor may use their established clause language provided that it adequately addresses the intent of 2 CFR Part 200 Appendix II(B), which addresses termination for cause and for convenience.

A22.3 MODEL CONTRACT CLAUSES

A22.3.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A22.3.2 Termination for Default

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

TERMINATION FOR CAUSE (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If

Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A23 TRADE RESTRICTION CERTIFICATION

A23.1 SOURCE

49 USC § 50104

49 CFR Part 30

A23.2 APPLICABILITY

Unless waived by the Secretary of Transportation, Sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

Contract Types – The trade restriction certification and clause apply to all AIP funded projects.

Use of Provision – **MANDATORY TEXT.** 49 CFR Part 30 prescribes the language for this model clause. The Sponsor must include this certification language in all contracts and subcontracts without modification.

A23.3 MANDATORY SOLICITATION CLAUSE

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.

A24 VETERAN'S PREFERENCE**A24.1 SOURCE**

49 USC § 47112(c)

A24.2 APPLICABILITY

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans [as defined under § 47112(c)] only when they are readily available and qualified to accomplish the work required by the project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 49 USC § 47112.

A24.3 MODEL CONTRACT CLAUSE**VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A25 DOMESTIC PREFERENCES FOR PROCUREMENTS**A25.1 SOURCE**

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

A25.2 APPLICABILITY

To the greatest extent “practicable,” Sponsors must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the U.S., including, but not limited to iron, aluminum, steel, cement, or other manufactured products.

Contract Types – Must be included in all subawards, including all contracts and purchase orders for work or products under the grant.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 2 CFR § 200.322.

A25.3 MODEL CERTIFICATION CLAUSE**CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A26 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)**A26.1 SOURCE**

FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936

49 U.S.C. § 44801 note

Sponsors and subgrant recipients are prohibited from using AIP grant funds to enter into, extend, or renew a contract for:

- 1) The operation, procurement, or contracting action with respect to a covered unmanned aircraft system (UAS); or
- 2) To any entity that operates a covered unmanned aircraft system (UAS) in the performance of such contract.

The term "Covered UAS" means a small unmanned aircraft, an unmanned aircraft, and unmanned aircraft system, or the associated elements of such aircraft and aircraft systems related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System which is manufactured or assembled by a covered foreign entity; and an unmanned aircraft detection system or counter-UAS system that is manufactured or assembled by a covered foreign entity. These covered foreign entities include:

- (a) The People's Republic of China.
- (b) The Russian Federation.
- (c) The Islamic Republic of Iran.
- (d) The Democratic People's Republic of Korea.
- (e) The Bolivarian Republic of Venezuela.
- (f) The Republic of Cuba.
- (g) Any other country the Secretary determines necessary.

A26.2 APPLICABILITY

Contract Types – the Sponsor must include this provision in all AIP-funded contracts and lower-tier contracts.

Use of Provision - No mandatory text provided. The Sponsor's language must fully satisfy these requirements. Sponsor may substitute "Contractor and subcontractor" with "Consultant and sub-consultant" for professional service agreements as appropriate.

A26.3 MODEL CONTRACT CLAUSE

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.