

**LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD**

**REQUEST FOR PROPOSALS**

**BAGGAGE HANDLING SYSTEM (BHS) PREVENTATIVE MAINTENANCE**

**BLUE GRASS AIRPORT, LEXINGTON, KENTUCKY**

The Lexington-Fayette Urban County Airport Board (LFUCAB) invites the submittal of written Proposals from professional firms interested in performing BHS System Preventative Maintenance for Blue Grass Airport (BGA). The contract will be administered by the Blue Grass Airport staff on behalf of the LFUCAB. A pre-proposal meeting will be held on November 17th, 2020 at 10am local time, in the Blue Grass Airport Training Room. The pre-proposal meeting is not mandatory.

The qualifications will be reviewed and evaluated by the LFUCAB's Selection Committee. One firm for the services will be selected by LFUCAB, based on qualifications as defined by the criteria established in the Request For Proposals (RFP). Once selected, the successful Proposer shall negotiate with the LFUCAB for the services described in the RFP.

For further information and copies of the RFP packet, contact Mark J. Day, P.E., Director of Development & Facilities, (859) 425-3152, [mday@bluegrassairport.com](mailto:mday@bluegrassairport.com), or the airport's website [www.bluegrassairport.com](http://www.bluegrassairport.com).

In response to this request, **four (4) hard copies and one (1) electronic** of the Proposal and letter of interest must be received at the LFUCAB offices no later than 2:00 PM, local time, December 2nd, 2020, and must be submitted to:

U.S. Mail, Overnight, or  
Courier Delivery

Mr. Mark J. Day, P.E.  
Director of Development & Facilities  
Blue Grass Airport  
4000 Terminal Drive, Suite 206  
Lexington, KY 40510

**PROJECT CONTACT**

Please direct all inquiries regarding this request to Mark Day, by email at [mday@bluegrassairport.com](mailto:mday@bluegrassairport.com).

**BACKGROUND**

The Blue Grass Airport is a gateway for Lexington and many destinations in Central and Eastern Kentucky. Over 1 million passengers, in addition to their family and business partners, make use of the airport annually. The airport presents a first impression of our community to people from around the globe. Airport staff supplements maintenance efforts by contracting with a professional baggage handling system maintenance firm. The successful firm will be contracted for two (2) years with fees to be negotiated on an annual basis. An extension of 2 additional years is possible if desired by the LFUCAB.

The airport completed a significant project replacing most of the outbound baggage system in 2019. Sections from the airline ticket counters, main lines and the carousel were completely removed and replaced. The original conveyors in the TSA screening room are still in operation. For many years, the airport performed all maintenance activities internally, with mixed success.



Baggage Maintenance Corridor



Overhead Merge Area from Ticket Counters

The outbound baggage system consists of components from two (2) manufacturers:

- G & S – Install date of 2019, length approx. 790’
- Five Star Alliance – Install date of 2001, length approx. 24’
- Logan Teleflex – Install date of 2001, length approx. 240’

Three lines are used by airline staff at their ticket counters, which feed and merge into the main line in the baggage makeup area. Future plans include a fourth line.



Decline Leading to TSA Screening Room



Interface of New and Original Conveyor from TSA Screening Room

The baggage makeup area includes parking spaces for loading baggage carts and a single lane for tug traffic. Some overhead areas include service catwalks for maintenance and clearing of jammed bags. The area is enclosed for weather protection and to reduce temperature variations.



Sloped Plate Makeup Carousel



Post-Screening Conveyor in TSA Screening Room



Pre-Screening Conveyor in TSA Screening Room

The airport maintains all conveyors except the sections which are part of the screening machine assembly. A diverter arm allows a second screening lane to be used when traffic is higher.



Flat Plate Baggage Claim

The inbound baggage belts consist of neighboring flat-plate systems manufactured by Siemens, were installed in 2010, and are approximately 160' in length each. Bags are loaded in a weather protected area on the secure side of the wall and travel into the terminal for passenger pickup.

Preventative maintenance for all conveyor systems has been performed by a contractor for the past year and the airport maintains all service reports on file. The airport desires to select an experienced professional service contractor to continue this practice.

### **SCOPE OF WORK**

- On-site Preventative Maintenance (PM) Inspections
  1. (2) Quarterly site inspections
  2. (1) Semi-annual site inspection
  3. (1) Annual site inspection
- Support and Other Services
  1. Remote telephone support (up to eight hours of telephone support annually)
  2. Vendor should have the capability to access the system remotely for trouble shooting purposes
  3. Vendor shall submit a list of labor rates for any services needed outside the contracted preventative maintenance activities
- Baggage Systems to be included are:
  1. Two (2) inbound baggage carousels
  2. Outbound baggage handling system
- Required Preventative Maintenance (PM) Procedures
  1. Visual checks of exterior trim, guardrails & pallets on claim devices
  2. Inspection of all center guide wheels for damage on claim devices

3. Bearing checks (grease where necessary)
  4. Inspection of drive chain
  5. Inspection of drive assemblies
  6. Motor temperature checks
  7. Motor amperage check
  8. Checks for leaks on reducers
  9. Check photo eyes for alignment & attachment tightness
  10. Thorough evaluation of electrical controls and systems functionality
  11. Fastener checks (tightening or replacement)
  12. Inspection of roll up and sliding doors
  13. Belt tracking
  14. Belt tensioning
- A digital report will be submitted by the contractor detailing the activities and results for each site inspection visit. The report should also list any repair recommendations.
  - Personnel performing work must be able to pass security background checks and obtain airport issued ID badges.

**PROPOSED SCHEDULE**

The proposed schedule for the selection process for BHS System Preventative Maintenance is as follows:

Pre-proposal Meeting	November 17th, 10 a.m.
Receive Proposals	December 9th, 2 p.m.
LFUCAB Rankings	December 22nd
Notice To Proceed	March 1 <sup>st</sup> , 2021

**CONTENT OF SOQ**

In response to this request, four (4) hard copies and one (1) electronic of the written Proposal and letter of interest are to be submitted by interested firms. The Proposal shall be limited to fifteen (15) double sided, or thirty (30) single sided, 8 ½ x 11 inch sheets of paper (letter of interest is not to be counted towards total). Additional materials, including detailed resumes, professional licenses, relevant project profiles/summaries, and references may be included in attached appendices. The Proposal must contain the following information:

- (A) Demonstration of a thorough understanding of the services described in the Background and Scope of work sections above.
- (B) Structure of the firm and/or team. Describe location of contact and methods to be used to coordinate the services. Identify any subconsultants expected to be used and describe the work that will be assigned to them. Provide an organizational chart indicating the proposed working relationship of all team members and key personnel. Identify the manager and discuss all team members’ relevant experience. Certifications and licenses must be included and may be attached in appendices.

- (C) Demonstration of ability and commitment to undertake the work and dedicate the necessary personnel and resources required. Submit an anticipated schedule of services to be performed. A Notice to Proceed is tentatively scheduled to be issued on March 1<sup>st</sup>, 2021.
- (D) A list and brief description of relevant services completed within the last five years of a similar nature, and specific level of involvement of your firm and/or team. Include professional references for these services. References and project profiles must include the date of service, a point of contact who was directly involved with the work and the level of complexity of the project.
- (E) Fees shall be listed as a total price including a breakdown of anticipated expenses.

**EVALUATION AND SELECTION CRITERIA**

Based on an evaluation and review of information presented in the submitted SOQ, the airport staff will rank the firms in order of qualifications. The SOQ will be reviewed and evaluated by the airport staff in accordance with the following criteria:

- (A) Understanding of the scope of the services and the approach proposed to complete them.  
- 20 Points
- (B) Professional strength and organization of the proposed firm and/or team, including strength of the proposed manager, professional background, caliber, and expertise of other key personnel, and the contractor's approach for providing a contact for coordination of the services.  
- 20 Points
- (C) Adequacy and reasonableness of the proposed personnel task list and resources, including the firm's current workload and demonstrated ability to achieve schedules or deadlines.  
- 20 Points
- (D) Successful experience with baggage handling system maintenance services, and quality of recent projects which have addressed similar complex issues.  
- 20 Points
- (E) Detail and reasonableness of the fees.  
- 20 Points

**ATTACHMENTS**

1. Blue Grass Airport's Standard Services Contract

**BAGGAGE HANDLING SYSTEM (BHS) MAINTENANCE SERVICE  
CONTRACT**

**BLUE GRASS AIRPORT  
FAYETTE COUNTY, KENTUCKY  
B.G.A. PROJECT NO. 2010**

**THIS CONSTRUCTION AGREEMENT**, hereinafter “Contract”, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between \_\_\_\_\_ of \_\_\_\_\_ hereinafter called “Contractor”, and the Lexington-Fayette Urban County Airport Board, Lexington, Kentucky, hereinafter referred to as “LFUCAB.”

**WITNESSETH:**

For and in consideration of the mutual covenants and agreements hereinafter contained and other valuable considerations, the Parties hereto agree, for themselves, their successors and assigns, as follows:

1. **SCOPE OF WORK.** The Contractor shall furnish all of the material and perform all of the Work necessary and required for completion of **BHS MAINTENANCE SERVICES** (“Project”) in accordance with and pursuant to the terms, provisions, covenants and conditions of this Contract and the Contract Documents attached hereto and made a part hereof.
2. **CONTRACT TIME.** This Project shall begin **MARCH 1, 2021 AND END AS OF FEBRUARY 2022** from the commencement date set forth in the Notice to Proceed, except to the extent that the Contract Time may be extended in accordance with the Contract Documents.
3. **CONTRACT PRICE.** LFUCAB shall pay the Contractor for the completion of this Contract, subject to any additions and deductions provided for herein, an amount equal to the product of:
  - (a) the unit prices set forth in \_\_\_\_\_ of the Bid Form submitted by the Contractor on \_\_\_\_\_, \_\_\_\_\_, multiplied by
  - (b) the units of Work assigned to, and performed by the Contractor, as verified and accepted by LFUCAB based upon the estimated quantities set forth in the Bid Form, the aggregate estimated Contract Price is \$ \_\_\_\_\_, as specified in the Bid Form.
  - (c) or a Lump Sum Price of \$ \_\_\_\_\_

4. **CONTRACT DOCUMENTS.**

(a) This Contract, together with the following documents, constitute the “Contract Documents” and are attached hereto and made a part hereof:

- (i) Contractor’s Bid Form
- (ii) Addenda and Change Orders (if any)
- (iii) Invitation to or Advertisement for Bid
- (iv) Insurance Certificate(s) and Policies
- (v) Contract Agreement
- (vi) Notice of Award
- (vii) AIP Provisions
- (viii) Attachments

(b) The above documents are to be considered as one and whatever is called for by any one of the documents shall be as binding as if called for by all.

5. **GOVERNING LAW.** This Agreement shall be governed by the laws of the Commonwealth of Kentucky. All rights and remedies available to LFUCAB hereunder shall be cumulative and in addition to all other rights and remedies granted to LFUCAB at law or in equity.

6. **ENTIRE AGREEMENT; SEVERABILITY.** This Agreement constitutes the final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms. Any modifications or amendments hereof must be in writing and signed by the parties hereto. If any of the terms of this Agreement shall be finally declared invalid in a court of competent jurisdiction, all other terms shall remain in full force and effect.

7. **LEGAL ACTION.** The Contractor agrees that any legal action, suit or proceeding under, relating to or arising out of or in connection with this Contract or any breach thereof may be brought exclusively in the United States District court for the Eastern District of Kentucky or in the state courts of the Commonwealth of Kentucky and, by execution and delivery of this Contract, the Contractor irrevocably accepts, consents and submits to the jurisdiction of the aforesaid courts in personam generally and unconditionally with respect to any such action, suit or proceeding involving the Contractor. The Contractor further irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents out of any of the aforesaid courts in any such action, suit or proceeding by mailing copies thereof by registered or certified mail, postage prepaid, to the Contractor at the address set forth in the Contractor’s Bid. In addition, the Contractor irrevocably and unconditionally waives any objection which the Contractor may now or hereafter have to the laying of venue of any of the aforesaid claims, suits

or proceedings brought in any of the aforesaid courts, and further irrevocably and unconditionally waives and agrees not to plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

**8. ENERGY CONSERVATION REQUIREMENTS.** The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

**9. TERMINATION OF CONTRACT.**

- (a) Any violation or breach of terms of this contract on the part of the Contractor or their 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 duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- (b) LFUCAB may, by written notice, terminate this contract in whole or in part at any time, either for LFUCAB's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to LFUCAB. Further, Contractor shall: (1) terminate all subcontracts to the extent they relate to the work terminated under the notice; (2) discontinue all orders for materials and services except as directed by the written notice; (3) deliver to LFUCAB 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; (4) complete performance of the work not terminated in the notice; and (5) take action as directed by LFUCAB to protect and preserve property and work related to this Contract of which LFUCAB will take possession.
- (c) If the termination is for the convenience of LFUCAB, an equitable adjustment in the Contract Price shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other damages.
- (d) If the termination is due to failure to fulfill the Contractor's obligations, LFUCAB may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to LFUCAB for any additional cost, fees, expenses occasioned to LFUCAB thereby.
- (e) If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed

to have been effected for the convenience of LFUCAB. In such event, adjustment in the Contract Price shall be made as provided in paragraph (c) of this clause.

- (f) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**10. DRUG FREE WORKPLACE.**

The contractor certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The contractor's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**11. FEDERAL LAW.** Contractor certifies that it has read and understood all requirements of federal law imposed by the Federal Aviation Administration on Contractor and restated in Exhibit A, which is attached hereto and incorporated into this Contract as if fully restated herein.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT the day and year as first written below.

OWNER:

Lexington-Fayette Urban County  
Airport Board

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Eric J. Frankl  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

(Printed Name)

Executive Director  
(Title)

(Printed Name)

\_\_\_\_\_  
(Title)

ATTORNEY: (Reviewed for legal form)  
Stites & Harbison

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**CERTIFICATIONS:**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Contractor herein, that \_\_\_\_\_ who signed this Contract on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

SEAL \_\_\_\_\_  
Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Contractor herein, that \_\_\_\_\_ who signed this Contract on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

SEAL \_\_\_\_\_  
Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENTS:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ of  
(Name & title of officer or agent)  
\_\_\_\_\_, on behalf of the \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ of  
(Name & title of officer or agent)  
\_\_\_\_\_, on behalf of the \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## Exhibit A

1. **Civil Rights – General.** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and subtier contractors from the bid solicitation period (if applicable) through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. **Title VI Clauses for Compliance with Nondiscrimination Requirements.** During the performance of this Contract, Contractor, for itself, its assignees and successor interest (hereinafter referred to collectively as the “Contractor” in this Section), agrees as follows:

(a) **Compliance with Regulations.** Contractor (hereinafter includes consultants) shall comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

(b) **Nondiscrimination.** Contractor, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

(c) **Solicitations for Subcontracts, including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor’s obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

(d) **Information and Reports.** Contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LFUCAB or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor shall so certify to LFUCAB or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance.** In the event of Contractor’s noncompliance with the Nondiscrimination provisions of this Contract, LFUCAB shall impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- (i) Withholding of payments to Contractor under this Contract until Contractor complies, and /or
- (ii) Cancellation, termination, or suspension of this Contract, in whole or in part.

(f) Incorporation of Provisions. Contractor shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor shall take action with respect to any subcontract or procurement as LFUCAB or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request LFUCAB to enter into any litigation to protect LFUCAB's interests. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**3. Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Contract, Contractor, for itself, its assignees, and successors in interest (referred to collectively as the "Contractor" in this Section) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

(g) 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);

(h) 49 C.F.R. part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

(i) 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);

(j) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;

(k) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

(l) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(m) 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);

(n) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

(o) The FAA’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(p) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(q) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(r) 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.).

**4. Prompt Payment to Subcontractors.** The prime contractor agrees to pay each subcontractor under this prime Contract for satisfactory performance of its contract no later than fifteen (15) business days from the receipt of each payment the prime contractor receives from LFUCAB. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) business 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 LFUCAB. This clause applies to both DBE and non-DBE subcontractors.

**5. Federal Fair Labor Standards Act.** This Contract and all subcontracts that result from the Bid incorporate by reference the provisions of 29 U.S.C. part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance with the FLSA. Contractor must address any claims or disputes that arise from this requirement directly with the US Department of Labor – Wage and Hour Division.

**6. Occupational Safety and Health Act.** This Contract and all subcontracts that result from this Bid incorporate by reference the requirements of 29 CFR Part 1910, the Occupational Safety and Health Act (“OSHA”), with the same force and effect as if given in full text. Contractor shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to

monitor its compliance and its subcontractors' compliance with the applicable requirements of OSHA. Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.