

**BIRMINGHAM AIRPORT
AUTHORITY**

REQUEST FOR QUALIFICATIONS

**Marketing and Creative Consulting
Services**

Statements of Qualifications due by:

**Thursday, April 17, 2019
2:00 p.m. Central Time**

TO: Marketing Consultants

FROM: Diane Gillam, Properties and Senior DBE Manager,
Birmingham Airport Authority

SUBJECT: **Request for Statements of Qualifications
Birmingham Airport Authority
Marketing and Creative Services**

A. Introduction

The Birmingham Airport Authority (the Authority) is soliciting Statements of Qualifications (SOQ) from consultants to provide marketing and creative services for the Birmingham Airport Authority under an Agreement for Advertising and Creative Consulting Services (Agreement).

The successful consultant (Consultant) or consultants (Consultant(s)) will provide those services requested by the Marketing Manager from time to time over a two year period, on a time and expense basis, unless sooner terminated.

B. Background

The Authority is contracting for advertising and creative consultant(s) services for the benefit of incoming airlines and current airlines that are adding routes. Contracting for such services is common in the competitive environment of the commercial airport industry to produce advertising and print materials as well as to augment the talent and abilities of in-house staff.

The selected Consultant(s) will assist the Authority staff with design and placement of print, radio and television advertising campaigns, materials, logos, brochures, newsletter layouts, press release and advisory distribution, press coordination, special event execution, design and production of collateral.

The Authority benefits from strategic advertising and marketing campaigns as well as public relations support services that augment Authority resources. Such efforts are vital to provide effective marketing communication to make BHM stand out among alternate airports in the highly competitive arena of aviation. The Consultant(s) will provide the necessary services to help manage the image of the Authority as a whole and competitively market the airport.

C. Scope of Services

The specific scope of services will be developed with the successful respondent. The following represents a general description of the range of services anticipated:

- Work with Authority staff to plan and administer advertising

Scope of Services

- Develop and maintain overall account plans and activities.
- Provide informational analysis and hold regular strategy meetings with staff, as required.
- Attend other appropriate meetings as an observer or agency representative at the direction of the Marketing Manager.
- Routine phone calls and email correspondence, as required.

D. Term and Effective Date of the Agreement

Subject to approval by the Board of Directors, the Authority intends to award the Agreement in May 2019, unless sooner approved. The term of the Agreement will be two (2) years unless earlier terminated with thirty (30) days written notice. The Authority reserves the right to reject all submitted SOQ.

E. How to Obtain the Request for Qualifications (RFQ)

Complete sets of the RFQ are available by visiting our website at www.flybirmingham.com. Hard copy sets of the RFQ are available by emailing dgillam@flybirmingham.com.

F. Deadline

Submit one (1) original and seven (7) hard copies of the submittal, along with one (1) CD or flash drive containing the entire submittal, in a sealed envelope clearly marked, "Statement of Qualifications for Marketing Consultant", at the location and by the deadline stated below. All late responses will be rejected.

Date: Thursday, April 17, 2019
Time: 2 p.m. Central Time (Local Time)
Location: Birmingham Airport Authority
Attention: Diane Gillam
5900 Messer Airport Highway
Birmingham, Alabama 35212

G. Format of Submittal Transmittal Letter

Responses to this solicitation must be prepared in the following format and should address the contents in Sections H, I, J, K and L listed below. The response should be concise and must not exceed 30 pages including any marketing materials. Submittals must be signed by an authorized employee or officer in order to receive consideration.

A cover letter must be included with the SOQ and must be signed by an individual who is authorized to contractually bind the Consultant. The cover letter must be done on business letterhead and contain the following information:

1. Name and address of Consultant;
2. Name, telephone number, and e-mail address of a contact person;
3. Name, title, address, telephone number, and e-mail address of the individual(s) with authority to execute a binding contract on behalf of the Consultant;
4. Acknowledgement of any Addenda that may be issued;
5. Acknowledge review of the proposed contract form provided as Attachment A to this RFQ and incorporated herein; and
6. Include a statement the Consultant agrees to the contract format, its content and all requirements as presented including professional liability insurance limits.

The following documentation and forms must be completed, included with the SOQ and received by the Department by the SOQ Due Date:

1. Cover Letter;
2. One un-bound, reproducible original SOQ marked "Original";
3. Seven (7) printed and bound copies of the SOQ; and a digital pdf copy (Adobe Acrobat or compatible program) of the submittal;
4. Consultant Team Organization Chart.

H. Minimum Qualifications

1. Successful respondents will have worked in marketing and creative consulting services industry for a minimum of 5 years.
2. Have successfully advertised and communicated to target audiences throughout Alabama or comparable markets.

I. Statement of Qualifications

The selected respondent must successfully demonstrate the capability to function as both an advisor and implementer. Responses to this RFQ should contain sufficient information to demonstrate qualifications and experience and cite previous examples of success and must respond to the following questions and include the following information:

1. Describe previous work (within the past 5 years) by the Consultant that demonstrates experience specifically related to marketing and creative services. Make sure to include any aviation and transportation related work performed. For each response provide:
 2.
 - a. Date(s) services were provided
 - b. Identification of team member(s) who were instrumental in providing the described services
 - c. A brief summary of the services provided and methodology used
 - d. A summary of the results obtained
 2. Provide a complete list of all airports for which the respondent is currently providing advertising and creative consultant services and briefly identify the specific services provided and indicate the expiration date of the term of the agreement(s).
 3. Provide a minimum of two examples of successful advertising campaigns. Each example should be in the form of one of the following: radio, print, television, or multimedia. Also, include in the narrative, a description of any unique attributes of the resulting campaigns. DVD's, audio files, websites, and YouTube submissions will all be accepted for radio, television, and multimedia submissions.
 4. Provide a summary of your firm's experience and qualifications and an explanation of what differentiates your firm from your competitors.

J. Key Personnel Experience

1. Identify and provide a detailed resume for the proposed project manager for this assignment, including full work history, special qualifications and demonstrated experience.
2. Provide resumes for each member of your staff or team members proposed to be assigned to this project.
3. Describe the firm’s or team’s management structure for this project with clear identification of the specific services each staff member assigned to this project will provide.

K. Fee Structure

Please include a list of fees and the hourly rates for each person assigned to the project. Clearly identify any overhead multipliers or other fees not covered by the stated hourly rates, if applicable. The terms of the resulting contract will be subject to negotiation with the successful entity.

L. References

Provide the name, title, address and telephone number of at least four (4) clients or individuals with direct experience with your firm who can be contacted to give references. Note that the Department reserves the right to contact past or current clients not listed as references.

M. RFQ Timeline

The table below describes the estimated timeline for the RFQ process through award of Agreement:

EVENT	DATES AND TIMES
Issuance of RFQ	March 21, 2019
Pre-Bid Meeting	April 2, 2019 at 2:00 p.m.
Question Submittal Deadline	April 10, 2019
SOQ Due Date Birmingham Airport Authority 5900 Messer Airport Highway ATTN: Diane Gillam	April 17, 2019 at 2:00 P.M. Any SOQ received after this date and time will be returned as non-responsive.
Tentative Interviews of Finalists by Selection Committee, if requested by Authority	TBD
Recommendations of Selection Committee Presented to Board of Directors	TBD
Authority Executes Agreements with Selected Proposers	May 2019 or sooner (Pending Board of Directors

N. Evaluation of Qualifications

Statements of Qualifications will be evaluated based on the following:

1. Demonstrated experience and success in developing advertising programs.
2. Qualifications of staff to be assigned to the account.
3. Demonstrated understanding and knowledge of BHM and airports in general.
4. Lack of potential conflicting contracts with other Alabama airports and/or willingness to give preference to Birmingham in situations where similar service is sought by a conflicting airport.

Upon completion of this review, the review panel retains the right to invite a short list of respondents for an interview.

5. Cost Effectiveness
6. DBE Participation

EVALUATION CRITERIA	POINTS
Demonstrated Experience and success in developing advertising programs.	0-30 Points
Qualifications of staff to be assigned to the account.	0-5 Points
Demonstrated understanding and knowledge of BHM and airports in general.	0-10 Points
Lack of potential conflicting contracts with other Alabama Airports and/or willingness to give preference to Birmingham in situations where similar service is sought by a conflicting airport.	0-10 Points
Cost Effectiveness	0-30 Points
DBE Participation	0-15 Points
TOTAL	100 Points

During each potential interview there will be an opportunity for the respondent to make a presentation. That presentation should focus on demonstrating the respondent's qualifications and experience.

After the presentation, there will be a question and answer period where the interviewee will respond to questions from the panel. The respondent's project manager must be present at the interview and must lead the presentation.

The Authority will finalize the recommendation for award of the contract based on evaluation of both the written responses and performance during the interview (if applicable) to the Board of Directors. The Board of Directors will make the final decision.

The Authority reserves the right to reject any and all SOQ; to request clarification of information submitted; to request additional information from competitors; and to waive any irregularity in the submission and review process. Only those firms or individuals judged by the Authority to demonstrate suitable competence in the subject area will be considered for selection.

O. Questions

All inquiries regarding this RFQ must be directed in writing, via e-mail to Diane Gillam at dgillam@flybirmingham.com no later than April 10, 2019.

If modifications or clarifications to this RFQ are necessary, the Authority will send a written addendum to each recipient of the RFQ documents.

Contact with any Authority representative (other than the designated contact person) during this submittal process is cause for disqualification.

Disadvantaged Business Enterprise (DBE)

The Birmingham Airport Authority encourages all business, including those owned and controlled by one or more socially and economically disadvantaged individuals that can provide the desired consulting services, to submit their SOQ. If you are currently certified as a DBE, please include a copy of your DBE certification letter along with your SOQ. This information will be used for DBE utilization tracking purposes only. If you are a business owned and controlled by one or more socially and economically disadvantaged individuals and you are not currently certified as a DBE firm, but wish to receive information on how to become certified, please contact the Birmingham Airport Authority, DBE Senior Manager, Diane Gillam, at dgillam@flybirmingham.com. You may also visit the following website: www.flybirmingham.com.

Authority's Right to Negotiate Agreements

The Authority reserves the right to negotiate Agreements with companies outside of the RFQ process, even if such companies did not participate in the RFQ process.

Americans With Disabilities Act

The Authority is required by the Americans with Disabilities Act to make all of its public meetings accessible to persons with disabilities.

Public Records Act

Notwithstanding any other claim of confidentiality or assertion that information is proprietary in an entity's submission, any entity submitting their SOQ acknowledges that Birmingham Airport Authority is subject to the disclosure requirements of the Public Records Act and that any documents provided by to the Authority will ultimately be considered public records.

Without regard to the foregoing, it is the Authority's policy that responses submitted by consultant are public records once a recommendation from the selection committee has been made to the Board of Directors.

No Confidential or Proprietary Information

All information given to the Authority or the Selection Committee in any correspondence, discussion, meeting or other communication before, with or after submission of a SOQ, either orally or in writing, will not be deemed to have been, given in confidence and may be used or disclosed to others for any purpose at any time without obligation or compensation and without liability by the Authority of any kind whatsoever. Under the federal Freedom of Information Act, a SOQ submitted may be considered a public record after the selection of a consultant and execution of the Agreement and, will be available for inspection and copying by any person after award of the Agreement. Evaluation scoring forms used by the Selection Committee are likewise considered public information subject to the Public Records Act and the federal Freedom of Information Act, and will be available upon request after execution of an Agreement for services pursuant to this RFQ.

Attachments:

- A. *Form of Consulting Agreement*

AGREEMENT FOR MARKETING AND CREATIVE CONSULTANT SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2019, by and between the BIRMINGHAM AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY," and _____, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, the AUTHORITY is the operator of Birmingham-Shuttlesworth International Airport; and

WHEREAS, AUTHORITY is governed by a Board of Directors, which has determined that it is necessary to retain a Marketing and Creative Services Consultant to market the airport; and

WHEREAS, AUTHORITY has the necessary qualifications, experience, technical facilities, familiarity with the Airport System, and personnel to accomplish the objectives set forth; and

WHEREAS, the department or agency which has authority to execute this Agreement on behalf of AUTHORITY has authority to amend this Agreement so as to increase the maximum payment amount, provided that such increase does not exceed ten percent (10%) of the annual payment amount; and

WHEREAS, AUTHORITY and CONSULTANT desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, AUTHORITY and CONSULTANT agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

A. This Agreement shall be effective and commence _____, 2019 and shall continue in effect for a period of two (2) years after the effective date unless earlier terminated with thirty (30) days written notice by the Authority.

B. The term of this Agreement may be extended by the Marketing Manager, at the Marketing Manager’s discretion, for two (2) successive one (1) year periods by providing CONSULTANT with written notice of such election 30 days prior to the expiration of the then existing term.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO AUTHORITY

TO CONSULTANT

Marketing Manager
Birmingham Airport
Authority
5900 Messer Airport
Highway
Birmingham, Alabama
35212

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONSULTANT shall observe and comply with all applicable federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of Alabama and shall be construed and governed by the internal laws of the State of Alabama. Any legal proceedings arising out of or relating to this Agreement shall be brought in the Jefferson County, Alabama.

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of Alabama, City of Birmingham, and all other appropriate governmental agencies, including any certification and credentials required by AUTHORITY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by AUTHORITY.
- B. CONSULTANT further certifies to AUTHORITY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. CONSULTANT certifies that it shall not contract with a sub-consultant that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONSULTANT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONSULTANT'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONSULTANT hereunder shall be the exclusive property of AUTHORITY and shall be delivered to AUTHORITY upon completion of the services authorized hereunder. CONSULTANT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by AUTHORITY. AUTHORITY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONSULTANT'S services and are not designed for use other than what is intended by this Agreement

IX. STATUS OF CONSULTANT

- A. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of AUTHORITY. AUTHORITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement; and as an independent contractor, CONSULTANT hereby indemnifies and holds AUTHORITY harmless from any and all claims that may be made against AUTHORITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

- B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of AUTHORITY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONSULTANT for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and the AUTHORITY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of AUTHORITY, neither the CONSULTANT nor CONSULTANT'S assigned personnel shall have any entitlement as a AUTHORITY employee, right to act on behalf of AUTHORITY in any capacity whatsoever as agent, nor to bind AUTHORITY to any obligation whatsoever. CONSULTANT shall not be covered by worker's compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the AUTHORITY to employees of the AUTHORITY.
- E. It is further understood and agreed that CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANT'S assigned personnel under the terms and conditions of this Agreement.
- F. It is further understood and agreed that if CONSULTANT'S project manager or key personnel cease employment with CONSULTANT during the term of this Agreement, AUTHORITY reserves the right to approve the proposed replacement personnel (via interview and reference checks) and to terminate this Agreement if not satisfied with those personnel.

X. CONFLICT OF INTEREST

CONSULTANT and CONSULTANT'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XI. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONSULTANT agrees and assures AUTHORITY that CONSULTANT and any subconsultants shall comply with all applicable federal, State, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of AUTHORITY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of AUTHORITY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XII. INDEMNIFICATION

To the fullest extent permitted by law, for work or services provided under this Agreement, CONSULTANT shall indemnify, defend, and hold harmless AUTHORITY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, its employees, or the CONSULTANT'S subconsultants or subcontractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the CONSULTANT or the CONSULTANT'S Subconsultants or Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard

of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

XIII. INSURANCE

Without limiting CONSULTANT'S indemnification, CONSULTANT shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONSULTANT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that AUTHORITY shall not pay any sum to CONSULTANT under this Agreement unless and until AUTHORITY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XX. INFORMATION TECHNOLOGY ASSURANCES

CONSULTANT shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONSULTANT in the performance of services under this Agreement, other than those owned or provided by AUTHORITY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to AUTHORITY under this Agreement.

XXI. COMPENSATION AND PAYMENT FOR SERVICE LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by AUTHORITY in accordance with express provisions in this Agreement.
- B. CONSULTANT shall submit an invoice on the forms and in accordance with the procedures prescribed by AUTHORITY monthly, upon completion of services. Invoices shall be submitted to AUTHORITY no later than the fifteenth (15th) day of the month following the invoice period, and AUTHORITY shall pay CONSULTANT within thirty (30) days after receipt of an appropriate and correct invoice.
- C. AUTHORITY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by AUTHORITY unless CONSULTANT has obtained prior written AUTHORITY approval to the contrary.
- D. CONSULTANT shall maintain for three (3) years following termination of this Agreement full and complete documentation of all services and expenditures

associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

- E. In the event CONSULTANT fails to comply with any provisions of this Agreement, AUTHORITY may withhold payment until such non-compliance has been corrected.

XIV. SUBCONTRACTS. ASSIGNMENT

- A. CONSULTANT shall obtain prior written approval from AUTHORITY before subcontracting any of the services delivered under this Agreement. CONSULTANT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONSULTANT shall be held responsible by AUTHORITY for the performance of any subconsultant whether approved by AUTHORITY or not.
- B. This Agreement is not assignable by CONSULTANT in whole or in part, without the prior written consent of AUTHORITY.

XV. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon AUTHORITY unless agreed in writing by MARKETING MANAGER and counsel for AUTHORITY.

This Agreement may be amended to increase the maximum payment amount; provided, however, that such increase shall not exceed ten percent (10%) of the annual payment amount under this Agreement.

XVI. SUCCESSORS

This Agreement shall bind the successors of AUTHORITY and CONSULTANT in the same manner as if they were expressly named.

XVII. TIME

Time is of the essence of this Agreement.

XVIII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XIX. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONSULTANT shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. AUTHORITY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of Alabama. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements.

XX. TERMINATION

- A. AUTHORITY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by AUTHORITY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. AUTHORITY may terminate this Agreement for cause immediately upon giving written notice to CONSULTANT should CONSULTANT materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, AUTHORITY may proceed with the work in any manner deemed proper by AUTHORITY. If notice of termination for cause is given by AUTHORITY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. AUTHORITY may terminate or amend this Agreement immediately upon giving written notice to CONSULTANT, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the AUTHORITY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in AUTHORITY'S

yearly proposed and/or final budget are not appropriated by AUTHORITY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by AUTHORITY as a result of mid-year budget reductions.

- D. If this Agreement is terminated under paragraph A or C above, CONSULTANT shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONSULTANT shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made. In no event, however, shall AUTHORITY pay CONSULTANT an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONSULTANT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONSULTANT can legally cancel.

XXI. REPORTS

CONSULTANT shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by MARKETING MANAGER concerning CONSULTANT'S activities as they affect the contract duties and purposes herein. AUTHORITY shall explain procedures for reporting the required information.

XXII. AUDITS AND RECORDS

Upon AUTHORITY request, AUTHORITY or its designee shall have the right at reasonable times and intervals to audit, at CONSULTANT'S premises, CONSULTANT'S financial and program records as AUTHORITY deems necessary to determine CONSULTANT'S compliance with legal and contractual requirements and the correctness of claims submitted by CONSULTANT. CONSULTANT shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon AUTHORITY'S request at AUTHORITY'S expense. AUTHORITY shall have the right to withhold any payment under this Agreement until CONSULTANT has provided access to CONSULTANT'S financial and program records related to this Agreement.

XXIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between AUTHORITY and CONSULTANT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between AUTHORITY and CONSULTANT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXIV. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXV. FORCE MAJEURE

Neither CONSULTANT nor AUTHORITY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXVI. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXVII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XXVIII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XXIX. FAA ASSURANCES

CONSULTANT will, at all times during this Agreement, comply with the provisions of the "Airport Sponsor Assurances" (Assurances) and any subsequent revisions, updates, or amendments thereto. A copy of the current Assurances is attached as EXHIBIT D and incorporated herein by this reference. The provisions of the Assurances may change during the term of this Agreement, and those changes will be incorporated into this Agreement without the necessity of a formal amendment. AUTHORITY is not responsible for notifying CONSULTANT of any changes to the Assurances. CONSULTANT is required to contact the FAA for any updates or revisions. The Assurances document is available on the FAA's website. [Please see http://www.faa.gov/airports/aip/grant_assurances/media/airport-sponsor-assurances-aip.pdf]

XXX. FAA CONTRACT PROVISIONS

CONSULTANT shall, at all times, during the term of this Agreement, comply with the provisions of the "FAA Contract Provisions" ("Contract Provisions") and any subsequent amendments, applicable to the activities, rights and duties contemplated under this Agreement. A copy of the Contract Provisions is attached as Exhibit E and incorporated by reference. CONSULTANT shall include compliance with the Contract Provisions in all other agreements it enters into with third parties, pertaining to, referencing or otherwise related to the activities regarding the subject matter of this Permit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**BIRMINGHAM AIRPORT
AUTHORITY**

CONSULTANT

By: _____

By: _____

Date: _____

Date: _____

Exhibits

- Exhibit A – Scope of Services
- Exhibit B – Insurance Requirements
- Exhibit C – Budget Requirements
- Exhibit D – FAA Assurances
- Exhibit E – FAA Contract Provisions

**EXHIBIT A to Agreement
between the BIRMINGHAM AIRPORT
AUTHORITY, hereinafter referred to as
“AUTHORITY”, and ____,
hereinafter referred to as “CONSULTANT”**

SCOPE OF SERVICES

I. Scope of Services

- A. Work with Authority staff to plan and administer advertising campaigns to include creative content development, artistic design and advertisement placement in print, radio and television for the Authority. The Consultant will pay for advertising placement in media on behalf of Authority after the project costs have been approved by the Marketing Manager.
- B. Work with Authority staff to execute advertising campaigns to include creative content development, artistic design and advertisement placement in print, radio and television for airlines as part of the Authority's air trade development incentive program in support of new/expanded air service initiatives.
- C. Assist in the development and refinement of the brand vision for BHM and provide strategic planning services to enhance brand management.
- D. Assist Authority staff with public relations strategies and tactics, including direct contact with the media on an as-needed basis.
- E. Assist the Authority staff with special event production and execution as required.
- F. Conduct surveys and/or focus groups relative to the airport brand and customer service issues/satisfaction, analyze results and develop reports.
- G. Provide graphics and design services relative to logos, Web sites, brochures, posters and commercials as needed to support both the Authority in general and special events.
- H. Other advertising and creative services consulting services as required.

II. Scope of Services Covered

- A. Develop and maintain overall account plans and activities.
- B. Develop conference reports after meetings with the Authority, as required.
- C. Develop and submit plans to Authority, as required.
- D. Develop and submit reports and evaluations each month.
- E. Review industry media for stories and trends that impact the Authority, the airports within the system and their issues.
- F. Review local and regional media for stories that impact the Authority, the airports within the system and their issues.
- G. Provide informational analysis and hold regular strategy meetings with staff, as required.
- H. Attend other appropriate meetings as an observer or agency representative at the direction of the marketing manager.
- I. Routine phone calls and email correspondence, as required.

**EXHIBIT B to Agreement
between the BIRMINGHAM AIRPORT
AUTHORITY, hereinafter referred to as
“AUTHORITY”, and ____,
hereinafter referred to as “CONSULTANT”**

INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting CONSULTANT'S indemnification, CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONSULTANT, its agents, representatives, employees, or subcontractors. AUTHORITY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the Risk Manager, insurance provisions in these requirements do not provide adequate protection for AUTHORITY and for members of the public, AUTHORITY may require CONSULTANT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. AUTHORITY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONSULTANT shall furnish the AUTHORITY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** All certificates, and additional insured endorsements are to be received and approved by the AUTHORITY before performance commences. The AUTHORITY reserves the right to require that CONSULTANT provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001 10 01. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the Risk Manager.

- B. AUTOMOBILE LIABILITY: Commercial Automobile

Liability coverage

- 1 Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - 2 Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of Alabama and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the CONSULTANT'S profession.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

III. **MINIMUM LIMITS OF INSURANCE**

CONSULTANT shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

- B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.

- C. WORKERS' COMPENSATION: Statutory.
- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
- E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$2,000,000 per claim and aggregate.

IV. DEDUCTIBLES

Any deductibles that apply to any insurance required by this Agreement must be declared and approved by the AUTHORITY.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONSULTANT.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

- A. All Policies:
 - 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The Authority Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the AUTHORITY and the general public are adequately protected.
 - 2. MAINTENANCE OF INSURANCE COVERAGE: The CONSULTANT shall maintain all insurance coverages and limits in place at all times and provide the AUTHORITY with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

CONSULTANT is required by this Agreement to immediately notify AUTHORITY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONSULTANT shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be

considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. **ADDITIONAL INSURED STATUS:** The AUTHORITY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no endorsed limitations on the scope of protection afforded to the AUTHORITY, its officers, directors, officials, employees, or volunteers.
- B. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. **PRIMARY INSURANCE:** For any claims related to this Agreement, the CONSULTANT'S insurance coverage shall be endorsed to be primary insurance as respects the AUTHORITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the AUTHORITY, its officers, directors, officials, employees, or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- D. **SEVERABILITY OF INTEREST:** The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. **SUBCONSULTANTS:** CONSULTANT shall be responsible for the acts and omissions of all its subconsultants and additional insured endorsements as provided by CONSULTANT'S SUBCONSULTANT.

VIII. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the AUTHORITY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONSULTANT. Should CONSULTANT be self-insured for workers' compensation, CONSULTANT hereby agrees to waive its right of subrogation against AUTHORITY, its officers, directors, officials, employees, agents or volunteers.

IX. NOTIFICATION OF CLAIM

If any claim for damages is filed with CONSULTANT or if any lawsuit is instituted against CONSULTANT, that arise out of or are in any way connected with CONSULTANT'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect AUTHORITY, CONSULTANT shall give prompt and timely notice thereof to AUTHORITY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement
between the BIRMINGHAM AIRPORT
AUTHORITY, hereinafter referred to as
“AUTHORITY”, and _____,
hereinafter referred to as “CONSULTANT”**

BUDGET REQUIREMENTS

- I. **MAXIMUM PAYMENT TO CONSULTANT**

- II. **BUDGET**

**EXHIBIT E to Agreement
between the BIRMINGHAM AIRPORT
AUTHORITY, hereinafter referred to as
“AUTHORITY”, and ____,
hereinafter referred to as “CONSULTANT”**

FAA CONTRACT PROVISIONS

A. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant 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 the Consultant and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. TITLE VI SOLICITATION NOTICE

The Birmingham Airport Authority, in accordance with the provisions of Title VI of the A6. A6.3.1 Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. Compliance with Regulations: The Consultant (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. Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant 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 Consultant 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 Consultant of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The Consultant 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 an Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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.

4. Sanctions for Noncompliance: In the event of an Consultant'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 Consultant under the contract until the Consultant complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

5. Incorporation of Provisions: The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

A. The Consultant 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 Consultant will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Birmingham Airport Authority 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 nondiscrimination covenants, the Birmingham Airport Authority will there upon revert to and vest in and become the absolute property of (Title of Sponsor) and its assigns.*

D. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") 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);
- 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;
- 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 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultant's, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. FEDERAL FAIR LABOR STANDARDS ACT

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

F. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text.

Consultant

must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant 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.

