



**IMPERIAL COUNTY AIRPORT**

**REQUEST FOR QUALIFICATIONS**

**For**

**On-Call Airport Architectural, Engineering, Planning and Consulting  
Services for Imperial County Airport (IPL)**

County of Imperial  
Imperial County Airport  
1099 Airport Road  
Imperial, CA 92251

**Date Issued:** May 25, 2023

**Last Day for Inquiries:** June 8, 2023 at 5:00 PM (local time)

**RFQ Due Date:** **June 22, 2023 at 4:00 PM** (local time)

**Consultant Selection:** August 2023 (estimated)

**Point of Contact:** Jenell Guerrero, MPA  
Acting Airport Manager  
[jenellguerrero@co.imperial.ca.us](mailto:jenellguerrero@co.imperial.ca.us)  
(442) 265-3220 (option 5)

*PROPOSALS MUST BE SUBMITTED ON THE SPECIFIED DATE AND TIME. THE COUNTY WILL NOT CONSIDER PROPOSALS RECEIVED AFTER THE DUE DATE. AN AMENDMENT IS CONSIDERED A NEW PROPOSAL AND WILL NOT BE ACCEPTED AFTER THE SPECIFIED DATE AND TIME.*

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## **SECTION 1 INTRODUCTION**

The County of Imperial (the “County”) is soliciting statements of qualifications (“SOQs”) from qualified firms (the “Proposers”) to provide On-Call Architectural, Engineering, Planning and Consulting Services for the Imperial County Airport (the “Airport”). The potential projects are likely to be subject to federal, state and local funding processes, may be accomplished during the course of multiple grants, and may involve local approval prior to commencement. The anticipated scope of services is described more fully in Section 3 below.

As a result of this competitive selection process, the Authority may award one or more contracts for on-call services. Each such contract for these services will have a term of five (5) years from the date of execution of the Professional Services Agreement (the “Agreement”). The consultant selection process and subsequent fee negotiation and contracting will follow the requirements of Federal Aviation Administration (FA) Advisory Circular 150/5100-14E and applicable local contracting and purchasing ordinances procedures.

Copy of the RFQ may be downloaded from the Imperial County Airport website at:

<https://airport.imperialcounty.org/>

A pre-proposal conference will not be scheduled for this RFQ.

## **SECTION 2 AIRPORT OVERVIEW**

The Imperial County Airport (“Airport”, “IPL”) is a category III, index A, airport owned and operated by the County of Imperial (“County”). It is located one (1) mile south of the central business district of Imperial, California, partially in the County of Imperial and partially in an unincorporated area of Imperial County and covers an area of approximately 400 acres.

The Airport is non-towered and is equipped with two (2) asphalt-paved runways. The primary runway (Runway 14-32) is 5,304 feet long x 100 feet wide and is oriented in a northwest/southeast direction. The secondary crosswind runway (Runway 8-26) is 4,500 feet long x 75 feet wide and is oriented in an east/west direction.

The airport is certified by the Federal Aviation Administration (FAA) under the Code of Federal Regulations (CFR) as a Part 139 airport with scheduled airline service to Los Angeles and Phoenix. Service is subsidized via the Essential Air Service (EAS) program.

## **SECTION 3 SCOPE OF SERVICES**

The County is seeking a consultant (or consultants) to provide all of the design, planning, engineering, environmental and construction management services associated with the airfield improvement projects identified on the Airport Improvement Plan (“AIP”) for funding in the next five (5) years. The following narratives describe the services that are anticipated during the contract term.

### **A. Architectural/Engineering**

The successful Proposer will provide the design/engineering services associated with taxiway, runway, map and roadway improvements at the Airport, including, but not limited to: pavement reconstruction; design/engineering of subgrade stabilization; and design/engineering of airfield

drainage improvements; airfield electrical improvements including lighting, signage improvements and energy efficient retrofitting; updated airfield markings. The successful Proposer will provide staff members who can perform the duties of a Design Engineer, Resident Engineer, an Assistant Resident Engineer, and Structure Representative. Specific improvements to the Imperial County Airport shall include all those identified in the 2023-2028 Imperial County Airport Improvement Plan shown in Exhibit 1 (*Please note that these projects may change depending on changing priorities and needs, with approval of the FAA.*

The successful Proposer will also provide miscellaneous services as may be required by the County from time to time, including:

- Preparation of plans and specifications for airport projects.
- Assisting in project coordination with the FAA and the California Department of Transportation, Division of Aeronautics (the “Division of Aeronautics”).
- Assist the County with preparing necessary applications and documentation for FAA Airport Improvement Program (AIP) grant funding. Representing the County in discussions with the FAA regarding work program, grant requirements, and project documentation.
- Advising the County on FAA standards and guidelines for construction standards and operational safety during construction.
- Advertising and securing bids, attending pre-bid conferences, analyzing bid results, negotiating services, and preparation for contract award documents.
- Other architectural and engineering services as required.

## **B. Planning/Environmental**

The successful Proposer will provide planning and environmental support services to assist County staff with preparation of the necessary technical detail and analyses involved with airport planning and to prepare environmental documentation required under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and the California Clean Water Act for on-airport improvement projects. In particular, the County anticipates the need to prepare environmental reviews for the airfield improvement projects identified on the 2023-2028 Imperial County Airport Improvement Plan shown in Exhibit 1 (*Please note that these projects may change depending on changing priorities and needs, with approval of the FAA*

Additional services associated with this RFQ could include field surveys, environmental inventories, environmental reports, and necessary fieldwork and documentation to comply with the federal Clean Air Act General Conformity requirements.

The successful Proposer will also provide miscellaneous services as may be required by the County from time to time, including:

- Wildlife Hazard Management Program including training and permit assistance as necessary.
- Airport Master Plan
- Other environmental and planning services as required.

## C. Construction Management

The successful Proposer will perform all professional services consistent with the industry-accepted roles of a Construction Manager. These include, but are not limited to:

- Attending meetings with the County and FAA, as necessary, throughout the design and construction processes, including public presentations as needed.
- Assuming charge of, and responsibility for, all Project phasing and scheduling, including but not limited to, preparation and maintenance of a master project schedule.
- Assuming charge of, and responsibility for, all Project cost estimating.
- Construction sub-bidding, sub-contracting, and construction phase management, coordination, inspection, supervision, safety and quality control services.
- Construction phase records and accounting, including the preparation of electronic record drawings.
- Project closeout, and systems start-up management and coordination.

Specific projects requiring Construction Management services shall include all those identified in the 2023-2028 Imperial County Airport Improvement Plan shown in Exhibit 1. *Please note that these projects may change depending on changing priorities and needs, with approval of the FAA.*

## SECTION 4 MINIMUM QUALIFICATIONS

SOQs will be deemed non-responsive and rejected without further evaluation if the proposed staffing plan does not meet the following minimum qualifications.

### ARCHITECTURAL/ENGINEERING

1. The Proposer or its subcontractor must have on staff a Professional Engineer (“PE”) licensed as a Civil and/or Environmental Engineer in the State of California, who will be a key team member assigned to the Agreement resulting from this RFQ.
2. Proposers must have demonstrated success (5 projects within the last 10 years) conducting design and engineering services.
3. Proposers must include a Design Engineer, Resident Engineer, and a Civil Inspector.
4. Proposers must demonstrate successful experience with three (3) completed projects in the last five (5) years in preparing grant payment requests for similar project in the Western-Pacific Region of the FAA.

### PLANNING/ENVIRONMENTAL

1. Proposers must have demonstrated success with five (5) projects within the last ten (10) years in conducting airport planning.

2. Proposers must have participated in the preparation of at least three (3) CEQA/NEPA documents in the past five (5) years.

### CONSTRUCTION MANAGEMENT

1. Proposers must have three (3) recent projects in the last five (5) years with experience in construction monitoring and management including permitting, bid preparation and bid analysis support of airport development and/or planning projects comparable to the proposed project.
2. The Project Manager (or Project Managers) must have demonstrated experience with at least three (3) airport projects within the last five (5) years and must be knowledgeable and familiar with relevant FAA orders, policies and Advisory Circulars.

## **SECTION 5 STATEMENTS OF QUALIFICATIONS**

### **A. SOQ Content**

Each Proposer shall prepare an SOQ in accordance with the requirements outlined below. The County desires succinct submittals that address the specific content requirements.

All SOQs shall be limited to 30 pages single sided pages (or 15 double-sided pages). This page limit *excludes* the two (2) pages permitted for a Cover Letter and all Attachments.

To facilitate the review of all submittals, each SOQ shall address the following items in the order listed below and shall be numbered 1 through 7 in the statement of qualifications document.

#### *1. Cover Letter*

The SOQ shall be transmitted with a Cover Letter, describing the firm's interest and commitment to performing the on-call services and potential projects. The Cover Letter shall not exceed two (2) pages. It shall state that the proposal shall be valid for a 120-day period, commencing from the SOQ's due date, and should include the name, title, address, email and telephone number of the individual to whom correspondence and other contacts should be directed during the Consultant selection process. The person authorized by the firm to submit a proposal and to negotiate a contract with County shall sign the cover letter. The cover letter shall be the first page of the submittal. Address the cover letter as follows:

Imperial County Airport  
*Attn: Jenell Guerrero*  
1099 Airport Road  
Imperial, CA 92251

#### *2. Project Team and Availability*

The SOQ shall provide a brief written description of the proposed project team that describes the anticipated staffing for the duration of the project. This section is intended to be brief. More detailed discussion of each key team member's experience and qualifications shall be provided in response

to Section 5.

Each Proposer shall identify a Project Manager to serve as the point of contact for the County for the duration of the Agreement. The Project Manager shall have recent, relevant experience with similar airport projects. In addition, the Proposer shall identify the individuals who would serve as the key team members of the Proposer's organization, describe their experience and qualifications, and indicate their roles and responsibilities. The Proposer should discuss the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services for the project(s) according to the projects listed in the 2023-2028 Imperial County Airport Improvement Plan shown in Exhibit 1 (*Please note that these projects may change depending on changing priorities and needs, with approval of the Federal Aviation Administration (FAA)*). For each key team member, include a resume as **Attachment 1** described in Section 7 (Appendix) below.

It should be noted that it is the County's expectation that all key personnel listed as part of this Section will actually be assigned to this project. Replacement of key team members **is not permitted** without the prior consultation with and approval by the County.

### *3. Minimum Qualifications*

The SOQ shall provide a clear and concise explanation of how its team satisfies the Minimum Qualifications described in Section 4 of this RFQ. In response to this question, the Proposer may provide a cross-reference to relevant information provided elsewhere in the SOQ.

### *4. Project Management and Approach*

The SOQ shall provide the Proposer's approach and management plan for providing the services. The Proposer shall provide an organization chart listing the team members by area of expertise. The chart shall depict the proposed relationships among Consultant staff, FAA staff, Caltrans staff, County staff and any other parties that may have a significant role in the delivery of this project. The Proposer shall describe how it will organize the team members, using the talents available to effectively assist the County. Identify the processes and procedures that will be implemented to manage and coordinate between various entities, including an involved and informed public.

In addition, this section should discuss the firm's approach for completing the services for the project on time and within budget.

Provide any other information that the Proposer may deem relevant. In particular, the Proposer is invited to describe any particular aspects of its organization that set its team apart from the competition.

### *5. Qualifications and Experience*

The SOQ should provide the qualifications and experience of the entire team that will be available for providing the requested services. Please emphasize the specific qualifications and experience from airport projects similar to those as outlined in requested services, AIP and other airport support needs for the key team members. Recognizing that professionals change their firm affiliations during the course of their careers, the actual experience of the key team members is more important than a firm's collective experience. This section should address each relevant category of services.

Each SOQ shall address the Proposer's understanding of the unique environment at the Airport, including local conditions and challenges, and the Proposer's understanding of and experience with applicable state and local codes and requirements that may pertain to work conducted under the

scope of services.

#### 6. *References:*

For each key team member, provide three (3) client references (names, current phone numbers, and current email) from recent work (previous three (3) years) that is airport-specific. Include a brief description of each project associated with the reference and the role of the respective team member.

The Proposer is advised that the County may request information from the Proposer's clients and any other available sources while investigating the Proposer's experience and qualifications. Submittal of the SOQ constitutes consent to such requests.

#### 7. *Appendix*

The Appendix shall not count toward the page total identified above.

- Attachment 1: Attach detailed resumes for all key team members identified in response to Section 2 of the SOQ.
- Attachment 2: *Acknowledgement of the standard Professional Services Agreement conditions, including indemnifications:* Provide acknowledgement regarding the acceptability of the standard Agreement (Exhibit 2 to this RFQ).
- Attachment 3: Documentation demonstrating that the Proposer, if it is domiciled outside of California, is licensed to do business in California.
- Attachment 4: Identify any potential conflicts of interest with the County, the Airport or any other relevant parties.
- Attachment 5: Identify any claims or legal actions against Proposer or any key team members that are pending or have been settled or finalized in the last three (3) years.

### **B. SOQ Submission**

Interested firms should submit a qualifications packet addressing the specified RFQ criteria. No mail delivery, verbal, telegraphic, facsimile, or telephone proposals will be considered. EMAIL ONLY.

SOQs must be submitted no later than 4:00 PM, local time, June 22, 2023, in Portable Document Format (PDF) via email to Jenell Guerrero, Acting Airport Manager, at [jenellguerrero@co.imperial.ca.us](mailto:jenellguerrero@co.imperial.ca.us). *If document is too large consultant shall provide an accessible link to their SOQ.*

The email subject line shall read: “**ON- CALL AIRPORT CONSULTING SERVICES**”, followed by the firm name. The PDF attachment shall be labeled in accordance with the title of this RFQ.

The County will not accept any proposals with email timestamp after the specified close time.

Any costs incurred by the respondents in the preparation of any information or material submitted in response to the RFQ shall be borne solely by the respondents.

### **C. Inquiries**



Questions concerning this RFQ will be responded to collectively and made available for interested consultants via the Airport website: <https://airport.imperialcounty.org/> under “Projects out to Bid” as an addendum.

All inquiries must be submitted in writing no later than 5:00 PM, local time, June 8, 2023, to the contact person below. **No oral questions will be taken or responded to except for administrative clarifications.**

Contact: Jenell Guerrero, Acting Airport Manager  
[jenellguerrero@co.imperial.ca.us](mailto:jenellguerrero@co.imperial.ca.us) (for written questions)  
442-265-3220 (option 5) (for administrative questions ONLY)

The County shall not be responsible for nor bound by any oral instructions, interpretations or explanations issued by the County or its representatives.

#### **D. Public Nature of Materials**

*During the selection process, all SOQs shall remain confidential. However, following a final selection, the entire selection process file shall be available to the public as provided by law.*

Responses to this RFQ become the exclusive property of the County/Airport. At such time as the Airport recommends to the County Executive Officer (CEO), Imperial County Board of Supervisors or to the County Council, as applicable, all proposals received in response to this RFQ becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary”.

The County shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the California Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the County of Imperial may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the County shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

### **SECTION 6 EVALUATION CRITERIA AND SELECTION PROCESS**

All SOQs received will be evaluated by a selection committee comprised of members in accordance with Chapter 2 of FAA Advisory Circular (AC) 150/5100-14E. The selection committee may include representatives from the County, County Council, Airport, and other agencies or associations. The selection committee will evaluate each SOQ using the weighted criteria listed below. The County reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information.

#### **A. Minimum Qualifications (Pass/Fail Phase)**

The County will screen all SOQs to ensure compliance with the Minimum Qualifications, identified in Section 4 of this RFQ. A Proposer’s SOQ will be deemed non-responsive and will be rejected without further reevaluation if its SOQ does not meet these qualifications.

**B. Evaluation Criteria (Scoring Phase)**

The selection committee will score SOQs using the criteria outlined below. There will be no oral interviews as part of the selection process.

Item	Criteria	Weighting Factor	Raw Score	Weighted Overall Score
1	<b><u>Experience and Qualifications</u></b> <i>(Experience of the team with relevant projects and knowledge and experience with working with personnel, policies and procedures of the TSA, FAA, Los Angeles ADO and CADOT office of Aeronautics)</i>	5	(1-5)	(Max 25)
2	<b><u>Project Team</u></b> <i>(Qualifications and specific experience of key team members, including knowledge and experience of key team members with unique local conditions)</i>	5	(1-5)	(Max 25)
3	<b><u>Project Management and Approach</u></b> <i>(proposed approach and management plan for providing the services)</i>	4	(1-5)	(Max 20)
4	<b><u>Reputation</u></b> <i>(Satisfaction of previous clients, with particular attention to completion of past projects on time and within budget)</i>	4	(1-5)	(Max 20)
5	<b><u>Capacity</u></b> <i>(Schedule and capacity to provide qualified personnel)</i>	2	(1-5)	(Max 10)
<b>Raw Scoring:</b> 5-Outstanding 4-Very Good 3-Satisfactory 2-Barely Acceptable 1-Inadequate 0-Unacceptable		<b>SCORE:</b>	<b>(Max 25)</b>	<b>(Max 100)</b>

**C. Contract Award**

*A sample agreement is attached for review as Exhibit I.*

Prior to the start of work, the selected consultant will be required to execute an “Agreement for Professional Services” with the County/Airport. The consulting firm must review the attached sample consulting agreement and minimum insurance amounts. No modification requests to material terms of agreement will be made. The agreement shall not be in force until the Imperial County Board of Supervisors approves contracting.

### **Insurance Requirements**

Prior to submittal, for board approval, the successful firm(s) must provide evidence of insurance coverage as noted in the sample contract. The successful firm will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent modification terms of the contract.

Insurance requirements noted in sample contract are based on projected County estimates. Insurance requirements may vary according to project, cost, and scope of services. Any contract resulting from this RFQ will be financed with funds available to the County through project specific sources.

### **D. Compensation**

This request and solicitation is for a Statement of Qualifications. A cost proposal is not requested at this time. Final Compensation will be determined through negotiations with the selected firm(s) on specific projects.

### **E. Assignment of Work**

For each project for which services will be requested, the County will issue a Task Order Request (TOR) to one or more firms under the on call agreement. Response to the TOR must include project understanding and the appropriate lump sum fixed fee rate for the completion of the specific project along with additional information that will be outlined per TOR.

The consultant will have a prescribed number of working days, indicated in the TOR, to submit the requested proposal. Failure to submit the proposal in the prescribed time may constitute grounds for having the proposal rejected and another firm under the on call agreement assigned the task. The County will review the proposal and make the decision of award based on qualifications for the task as well as overall cost.

*Assignment of work will be in accordance with FAA AC 150/5100-14E and County/Airport procedures.*

**SECTION 7 GENERAL CONDITIONS**

**A. Reservation of Rights**

This RFQ does not commit the County to select any Proposer for a short-list, to award a contract, or to pay any costs incurred in the preparation of an SOQ in response to this RFQ. The County reserves the right to reject any or all SOQs for its convenience or if in the best interest of the County. The County also reserves the right to waive any informality or irregularity in any SOQ.

The County reserves the right to request changes to the staffing contained in any of the proposals and to enter into negotiations with any of the firm(s) regarding their submittal.

Any and all agreements arising out of an SOQ submitted hereunder (including any negotiations that follow) shall not be binding on the County, its officers, employees or agents unless duly approved and executed by the Imperial County Board of Supervisors or the County Executive Officer (CEO), in accordance with applicable laws.

**B. Representation of Due Diligence**

The submission of an SOQ shall be deemed a representation and certification by the Proposer that it has investigated all relevant conditions, facts, circumstances, procedures, requirements and aspects associated with this RFQ, and that it has read and understands the RFQ. Therefore, after receipt of an SOQ by the County, no request for modification of the SOQ and no claim for adjustment of any provisions of the RFQ shall be honored, regardless of any claim by a Proposer that it was not fully informed as to any fact or condition.

A sample Agreement is provided as Exhibit 2 to this RFQ; it should be carefully and completely reviewed. The Proposer should submit any questions regarding the terms and conditions of the Agreement within the time period provided for questions. By submitting an SOQ, the successful Proposer agrees to execute the Agreement in the form attached to the RFQ

**SECTION 8 REQUIRED FEDERAL NOTICES**

The contractor(s) to be awarded in response to this solicitation may be funded in part with federal assistance. As a result, the following federal notices and provisions are included.

**A. Equal Opportunity Clause**

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

1. A successful Proposer shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
2. As used in this notice and in the contract resulting from this solicitation, the “covered area” is California, Stanislaus County, and Oakdale.

#### **B. Fair labor Standards Act**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

#### **C. Buy American Preference**

All successful Proposers agree to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. By submitting an SOQ, the Proposer certifies that it is aware of and will comply with all relevant obligations.

#### **D. Civil Rights – Title VI Assurances**

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any Agreement entered into pursuant to this RFQ solicitation, 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.

#### **E. Davis Bacon Act Requirements**

The Agreement(s) will be subject to the Davis Bacon Act, which ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

By submitting an SOQ, the Proposer certifies that it is aware of and will comply with all relevant obligations.

#### **F. Debarment and Suspension Certification**

By submitting an SOQ, the Proposer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction

## **G. Disadvantaged Business Enterprise Participation**

The County's award of this contract is conditioned upon Proposer satisfying the good faith effort requirements of 49 CFR §26.53. As a condition of bid responsiveness, the Proposer must submit the following information with its SOQ:

1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm listed under (1);
4. Written statement from Proposer that attests its commitment to use the DBE firm(s) listed under (1) to meet the County's project goal; and
5. If Proposer cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Proposer as described in appendix A to 49 CFR part 26.

## **H. Foreign Trade Restriction Certification**

By submission of an SOQ, the Proposer certifies that with respect to this solicitation and any resultant contract, the Proposer

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

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

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

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

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

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

The Proposer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Proposer may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Proposer or subcontractor knowingly rendered an erroneous certification, the FAA may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

#### **I. Lobbying and Influencing Federal Employees**

The Proposer certifies by signing and submitting an SOQ, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

#### **J. Procurement of Recovered Materials**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

### **SECTION 9 EXHIBITS**

1. Sample On-Call Professional Services Agreement
2. 2023-2028 Imperial County Airport Improvement Plan (AIP)