

REQUEST FOR BIDS

**Furnish (1) One New Mobile Aircraft Passenger Loading Ramp
Current Model Year
Project #19-5235**

Rapid City Regional Airport Rapid City, South Dakota



**BID OPENING & TIME:
March 5, 2019
2:00 P.M.**

EXECUTIVE DIRECTOR
Patrick Dame

AIRPORT BOARD MEMBERS

Michelle Thomson
Rod Pettigrew
Shawn Gab

Darren Haar
Helen Usera

PUBLISHING DATES: February 2, 2019

February 9, 2019

**NOTICE FOR BIDS
FOR PURCHASE OF
FURNISH ONE (1) NEW MOBILE AIRCRAFT PASSENGER BOARDING RAMP
CURRENT MODEL YEAR
Rapid City Regional Airport
Rapid City, South Dakota**

Notice is hereby given that sealed bids will be received by the Rapid City Regional Airport Board of Rapid City, South Dakota until 2:00 P.M., MARCH 5, 2019, at the Rapid City Regional Airport, 4550 Terminal Road, #102, Rapid City, South Dakota 57703, and will be publicly opened and read for the FURNISHING OF ONE (1) NEW MOBILE AIRCRAFT PASSENGER BOARDING RAMP CURRENT MODEL YEAR. All proposals shall be made on the forms furnished by the Airport. Specifications may be obtained at the Rapid City Regional Airport, 4550 Terminal Road., #102, Rapid City, South Dakota 57701.

The Rapid City Regional Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.242, 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.

Michelle Thomson
Airport Board President

SPECIFICATIONS
PRODUCE AND INSTALL ONE (1) NEW JET BRIDGE BELT LOADER
CURRENT MODEL YEAR
Rapid City Regional Airport
Rapid City, South Dakota

Bids will be received at the Rapid City Regional Airport, 4550 Terminal Road, #102, Rapid City, South Dakota until 2:00 P.M. March 5, 2019, for the FURNISHING OF ONE (1) NEW MOBILE AIRCRAFT PASSENGER BOARDING RAMP CURRENT MODEL YEAR which shall meet the following specifications:

SCOPE

It is the intent of these specifications to describe the FURNISHING OF ONE (1) NEW MOBILE AIRCRAFT PASSENGER BOARDING RAMP CURRENT MODEL YEAR in sufficient detail to secure comparable bids. All parts not specifically mentioned, to provide shall be included in the bid and shall conform in strength, quality of material and workmanship to what is usually provided.

The Airport's intent is to obtain a reasonable bid from all interested bidders. If for any reason bidders are unable to meet or equal the following specifications, the Airport will receive for consideration minor deviations of specifications. Deviations and variations of specifications must be fully detailed and explained by the bidder on the form provided and stapled to the BIDDER'S PROPOSAL.

All bids must be accompanied by literature completely describing the FURNISHING OF ONE (1) NEW MOBILE AIRCRAFT PASSENGER BOARDING RAMP CURRENT MODEL YEAR to be furnished. Each bidder must be a certified dealer authorized by the manufacturer he represents. Each bid shall contain a dealer or factory warranty as a guarantee of the product to be furnished. The guarantee shall be stated in the descriptive literature or by a letter.

GENERAL CONDITIONS

1) Bidders Information

Each bid envelope shall contain ONLY ONE (1) Bid Proposal and shall be marked with the words "Sealed Bid - FURNISHING OF ONE (1) NEW MOBILE AIRCRAFT PASSENGER BOARDING RAMP CURRENT MODEL YEAR."

Each bid must be accompanied by a certified check or cashier's check for five percent (5%) of the amount of the bid. Such check to be certified or issued by either a State or National Bank and payable to the Rapid City Regional Airport, Rapid City, South Dakota, or in lieu thereof, a bid bond for ten percent (10%) of the amount bid, and such bond to be issued by a surety authorized to do business in this State, payable to the Rapid City Regional Airport, Rapid City, South Dakota, as a guarantee of the bidder entering into a contract, for the FURNISHING OF ONE (1) NEW MOBILE AIRCRAFT PASSENGER BOARDING RAMP CURRENT MODEL YEAR for the Rapid City Regional Airport. After the terms of the contract have been met, the bidder's check or bid bond will be returned to the successful bidder. Checks or bonds of all the unsuccessful bidders will be returned within thirty (30) days after the bids have been opened.

Bids submitted by mail, express courier, or common carrier cannot be accepted unless received at the Rapid City Regional Airport prior to the time for the scheduled bid opening. Bids submitted by fax or e-mail cannot be accepted.

SPECIFICATIONS

Each bid envelope shall contain the entire set of specifications and a completed Article 5 Contract Document. Incomplete bids will be rejected.

To the extent provided by statute, preference will be given to materials, products, and supplies found or produced within the State of South Dakota. (SDCL Chapter 5-18A; Residential Preference Statute.)

The Airport reserves the right to reject all bids. The lowest responsible bid, in all cases, will be accepted. In case the low bid is not responsible or the bid is not made in accordance with the requirements of SDCL Chapter 5-18A through Chapter 5-18B or the low bid is withdrawn after the bid opening, the bid of the next lowest responsible bidder may be accepted; however, to the extent allowed by law the Airport reserves the right to accept the bid that is to the advantage of and is in the best interest of the Rapid City Regional Airport.

Payment will be made by check within a reasonable time after receipt, installation and approval of the FURNISHING AND INSTALLATION OF ONE (1) NEW JET BRIDGE BELT LOADER CURRENT MODEL YEAR receipt of an invoice/claim, and approval by the Airport Board of Directors.

The unit price of the bid must be stated on the Bidder's Proposal form, with the extended price bid. Unit price shall take precedence over extended price. Written figures shall take precedence over numerical figures.

Operator's Manual along with instructions on the proper operation and maintenance shall be furnished.

SPECIFIED REQUIREMENTS

It is the intent of the Rapid City Regional Airport acquire one (1) new mobile aircraft passenger boarding ramp (MAPBR). The ramp shall be made of light weight material and capable of being moved by two (2) to three (3) people or a tug. It shall have a tow bar, supplied wheel chocks and a transition plate. The unit shall have a dead man style brake.

Rapid City Regional Airport is subject to high winds, sometimes gusting up to 70 MPH. All components shall be well fastened, so the unit does not become a potential for FOD.

The MAPBR shall be able to serve aircraft sill heights of approximately 80" up to and including the sill height for a 757 (approximately 155"). The ability to transition lower than 80" would be preferred.

The walkway shall be a minimum of 36" wide with anti-slip material on the surface.

The warrantee shall be a minimum of two (2) years on manufacturing or material defects and five (5) years on optional safeguards and anti-slip surfaces.

The supplier shall provide time on site or training materials adequate to ensure the equipment can be operated safely and efficiently. Equipment manuals and preventative maintenance (PM) documents shall also be included with the unit.

SPECIFICATIONS

INSURANCE INFORMATION

Without limiting any of the other obligations or liabilities of the supplier and until the work is completed and accepted by the Airport, the supplier shall provide and maintain minimum insurance coverages in accordance with requirements as shown below.

The supplier's insurance carrier or agent shall complete and deliver two (2) copies of the required insurance documents to the Airport in sufficient time to allow for review and approval by the City Attorney prior to the actual start of work by the supplier. The Rapid City Regional Airport shall be listed as an additional insured and shall be given thirty (30) days written notice of cancellation or change to the policy. If work is to extend beyond the expiration date of coverages, the supplier shall submit renewal forms for approval by the City Attorney.

BASIS OF PAYMENT

Method of payment under this contract will be as a Single Payment Project. No consideration of partial or full payments of materials on site will be considered.

NON-DISCRIMINATION IN EMPLOYMENT

Contracts for work described in these Bidding Documents obligate the Contractor and Subcontractors to be non-discriminatory in their employment practices.

CITY OF RAPID CITY NONDISCRIMINATION POLICY STATEMENT

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the rehabilitation act of 1973, the age discrimination act of 1975, the Americans with disabilities act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City. If you have any concerns regarding the provisions of services or employment on the basis of disability/handicap you may contact our ADA/Section 504 coordinator at telephone no. (605) 394-4136.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

Section 3

Insurance Requirements constituting part of the Contract/Lease between the City of Rapid City and: _____

Date: _____

Without Limiting any of the other obligations or liabilities of the Lessee/Contractor, the Lessee/Contractor shall maintain, until work is completed and accepted by the City, Minimum insurance coverages, or a combination thereof, (Umbrella), as follows:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	GENERAL LIABILITY				GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> XCU				FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
X	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$100,000
					EL DISEASE-POLICY LIMIT \$500,000
					EL DISEASE-EA EMPLOYEE \$100,000

OTHER ****ANY ENDORSEMENTS RESTRICTING COVERAGE MUST BE SHOWN****

****CLAIMS MADE LIABILITY IS NOT ACCEPTABLE****

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The Contractor shall, before commencing work under this contract, attach to each copy of the executed contract a copy of Certificate of Insurance completed by their insurance carrier or agent, certifying that minimum insurance coverage as required above are in effect and will not be canceled or changed until thirty (30) days written notice is given to the City Attorney of the City of Rapid City.

Said Certificate shall state the CITY OF RAPID CITY is included as ADDITIONAL INSURED.

CERTIFICATE HOLDER

ADDITIONAL INSURED:
CITY OF RAPID CITY
300 SIXTH STREET
RAPID CITY, SD 57701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

BIDDER'S PROPOSAL

NAME OF BIDDER: _____

ADDRESS: _____

PHONE NO.: (_____) _____ **FAX NO.:** (_____) _____

E-MAIL: _____

Bidder proposes and agrees to and with the Rapid City Regional Airport of Rapid City, South Dakota ("Airport") the FURNISHING OF ONE (1) NEW MOBILE AIRCRAFT PASSENGER BOARDING RAMP CURRENT MODEL YEAR at the following price, to-wit:

ITEM NO.	DESCRIPTION	Quantity	EXTENDED PRICE (numerical)
1	FURNISHING OF ONE (1) NEW MOBILE AIRCRAFT PASSENGER BOARDING RAMP CURRENT MODEL YEAR, per specifications, complete and ready for use intended and delivered F.O.B., Rapid City Regional Airport	1	\$
Total Extended Price			\$
<i>Total Extended Written Price In Words</i>			

The within proposal and agreement are based upon the conditions, stipulations, and specifications named in the notice inviting bids for said FURNISHING OF ONE (1) NEW MOBILE AIRCRAFT PASSENGER BOARDING RAMP CURRENT MODEL YEAR which notice and detailed specifications are made a part of this contract as if written herein at length. The FURNISHING OF ONE (1) NEW MOBILE AIRCRAFT PASSENGER BOARDING RAMP CURRENT MODEL YEAR shall be delivered F.O.B., Rapid City Regional Airport, 4550 Terminal Road, Rapid City, South Dakota, 57703, within _____ calendar days (to be filled in by Bidder) after date of awarding contract.

The Bidder further agrees and states that he has read the notice calling for bids and has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein and agrees to enter into attached Contract.

NAME OF COMPANY - BIDDER

AUTHORIZED SIGNATURE

Print Name & Title

Address

Date

CONTRACT

**SUPPLIES AND EQUIPMENT
BETWEEN
SUPPLIER AND RAPID CITY REGIONAL AIRPORT BOARD**

THIS AGREEMENT, made the _____ day of _____, 20____, by and between _____ hereinafter "Supplier," and the City of Rapid City by and through the Rapid City Regional Airport Board, Rapid City, South Dakota, hereinafter "Airport," WITNESSETH:

That the Supplier and the Airport, for the consideration named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Supplier shall furnish all of the materials, labor, installation and perform all of the work as described in the specifications for the FURNISHING OF ONE (1) NEW MOBILE AIRCRAFT PASSENGER BOARDING RAMP CURRENT MODEL YEAR prepared by the Rapid City Regional Airport, Rapid City, South Dakota, and shall do everything required by this Contract, General Conditions, Special Conditions, and Detailed Specifications, which are hereby made a part of this Contract, including the following Addenda.

Addendum No.

Dated

ARTICLE 2. TIME OF COMPLETION

The furnishing or ordering of materials, supplies, and equipment under this Contract shall be commenced as soon as possible within the time stated in the specifications unless the specifications expressly provide for a one time delivery, it is agreed that the Airport may place orders under this Contract at any time or times within the Contract period. Failure to meet the terms of the Contract on or before the completion date may result in forfeiture of the Performance Bond or deposit, if any; and shall be deemed a breach of this Contract. Request for time extensions shall be made in writing to the Rapid City Regional Airport Board at least fourteen (14) days before the Contract completion date. The Airport will issue all time extensions.

ARTICLE 3. THE CONTRACT SUM

The Airport shall pay the Supplier for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

_____ *Dollars (\$* _____ *)*

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Upon delivery and installation of any items under this Contract, the Individual or Department specified in Article 2 for making time extensions shall satisfy himself by examination that the furnishing of supplies and equipment has been finally and fully completed in accordance with the Specifications and Contract, and shall make up the appropriate purchase order. The Supplier must complete and return an invoice/voucher and payment will be made on said voucher as soon as possible after approval by the Airport Board.

CONTRACT

ARTICLE 5. THE CONTRACT DOCUMENTS

The Notice for Bids, General Conditions, Special Conditions, Addendum, Specifications, and the Bidder's Proposal together with this Agreement, form the Contract, and all are as fully a part of the Contract as if herein set forth at length.

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the Federally Mandated Contract Clauses attached hereto and incorporated herein as Exhibit A.

The Bidder further agrees and states that he has read the advertisement calling for bids and has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein.

IN WITNESS WHEREOF: The Rapid City Regional Airport, Rapid City, South Dakota, its Airport Board having duly approved this Contract, has caused this Contract to be executed in its behalf by its President, hereunto duly authorized, attested thereto by its Secretary this _____ day of _____, 20____.

RAPID CITY REGIONAL AIRPORT BOARD

ATTEST:

by _____
Michelle Thomson
BOARD PRESIDENT

Rod Pettigrew
Board Secretary

Date _____

NAME OF COMPANY

by _____
AUTHORIZED SIGNATURE

Print Name & Title

Address

Date _____

APPENDIX A

FEDERALLY MANDATED CLAUSES

CIVIL RIGHTS PROVISION

Supplier 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 benefitting from Federal assistance.

This provision binds the Supplier and subtier suppliers 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.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The Supplier (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 Supplier, 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 Supplier 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 Supplier 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 Supplier of the Supplier's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Supplier will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Supplier is in the exclusive possession of another who fails or refuses to furnish the information, the Supplier will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Supplier's noncompliance with the Non-discrimination provisions of this contract, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

APPENDIX A

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Supplier 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 Supplier will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Supplier becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Supplier may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, the Supplier may request the United States to enter into the litigation to protect the interests of the United States.

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

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. Supplier must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Supplier 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). Supplier 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.

TITLE V LIST OF PERTINENT NONDISCRIMINATION ACTS & AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 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);

APPENDIX A

- 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 contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 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 the 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 discrimination because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).