



Request for Proposals

Emergency Management Consultant Services

Fort Wayne International Airport

RFP Release: October 22, 2026

Questions Due: November 3, 2026

Responses to Questions/: November 5, 2026
Last Day to Post Addenda

RFP Due: November 19, 2026 @ 5:00 P.M. EDT

Electronic proposals only

Submit proposals and questions to Klepper@fwairport.com in accordance with this RFP.

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FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY

NOTICE OF REQUEST FOR PROPOSALS FOR

Emergency Management Consultant Services

Notice is hereby given that the Fort Wayne-AlLEN County Airport Authority is soliciting proposals from experienced firms to provide emergency management consulting services that include, but are not limited to, assessment of the Authority's emergency management program and current preparedness, response, and recovery capabilities; identification of practical gaps and recommended improvements; and development of a sustainable training, drill, and exercise program, including supporting planning, evaluation, and corrective-action tools.

The Authority will receive proposals until 5:00 p.m. Eastern Time on November 19, 2026. Request for Proposals (RFP) details may be obtained on the Authority's website at fwairport.com, Business, Solicitations & Bidding. Any addenda issued for this RFP will also be posted at this site. It is the responsibility of interested firms to obtain any posted addenda.

Proposals should be submitted electronically to Klepper@fwairport.com by the proposal receipt deadline. Questions regarding this RFP should be submitted to the same email address no later than November 3, 2026.

TITLE VI SOLICITATION NOTICE

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

The Fort Wayne-AlLEN County Airport Authority reserves the right to reject any or all proposals received.

Joseph Marana, A.A.E.
Chief Operating Officer

A Whole New Altitude

**Emergency Management Consultant
Services
Due Date: November 19, 2026 @ 5:00 P.M. EDT**

2. INSTRUCTIONS FOR PROPOSAL SUBMISSION

1. How to Submit Proposals: All proposals shall be:

- (a) Proposals must be submitted electronically to Klepper@fwairport.com no later than 5:00 p.m. Eastern Time on November 19, 2026. The email subject line should state: "Emergency Management Consultant Services RFP."
- (b) Late proposals may be rejected and may not be considered.
- (c) Proposals should be submitted as a searchable PDF. The fee proposal should be clearly identified within the proposal or submitted as a separate PDF attachment.
- (d) The proposer is responsible for confirming successful delivery before the deadline.

2. Questions and Addenda

- (a) Questions must be submitted in writing to Klepper@fwairport.com no later than November 3, 2026. Responses will be issued by written addendum and posted on the Authority's website under Business, Solicitations & Bidding. Oral explanations are not binding. Proposers are responsible for obtaining and acknowledging all addenda.

3. Proposal Validity and Authorized Signature

- (a) Each proposal must remain valid for at least 90 days after the proposal deadline and must include a transmittal letter signed by a person authorized to bind the proposer.

4. Schedule

Proposals shall not be accepted after the date and time indicated. The schedule of milestones for this proposal process after the proposal due date is tentative and subject to change. The Airport Authority anticipates awarding the work on or after January 4, 2027. The consultant should plan to be on-site for important dates, including a tabletop exercise in April 2027 and a full-scale exercise in May 2027.

ITEM	DATE
Release RFP	October 22, 2026
Final Questions Due	November 3, 2026
Last day to post Addenda/Response to Questions	November 5, 2026
RFP Responses Due	November 19, 2026, at 5:00 P.M. EDT

3. INTRODUCTION AND BACKGROUND

The Fort Wayne-Allen County Airport Authority (“Authority” or “FWACAA”) is requesting proposals from qualified emergency management consultants to assess the Authority’s emergency management program; evaluate current preparedness, response, recovery, continuity, and coordination capabilities; identify practical improvement opportunities; and develop a sustainable training, drill, and exercise program for Fort Wayne International Airport.

The Authority seeks practical, scalable recommendations and reusable tools that can be maintained by Authority personnel after the consultant’s engagement ends. The selected consultant will work with Authority personnel and selected outside partners whose operational roles or subject-matter expertise are relevant to the engagement.

4. SCOPE OF WORK

The selected consultant shall provide the professional services, personnel, facilitation, analysis, and documentation necessary to complete the following work. Proposers may recommend refinements that improve outcomes, provided the proposal clearly identifies all assumptions, exclusions, and optional services.

1. Project Initiation and Work Plan

- a. Conduct a kickoff meeting with the Authority project team.
- b. Confirm project objectives, information needs, stakeholder engagement, deliverables, decision points, and schedule.
- c. Prepare a detailed work plan and information-request list.

2. Program and Readiness Assessment

- a. Review existing emergency management, response, recovery, continuity, communication, training, drill, and exercise materials made available by the Authority.
- b. Review prior drill and exercise records, after-action items, safety committee materials, corrective-action records, and applicable coordination practices.
- c. Conduct interviews, workshops, or other structured engagement with Authority personnel and selected partners.
- d. Assess readiness by capability area, including plans, governance, staffing, role clarity, communications, accountability, continuity, recovery, stakeholder coordination, training, exercise cadence, and corrective-action tracking.

3. Findings and Improvement Roadmap

- a. Validate preliminary findings with the Authority project team.
- b. Identify strengths, practical gaps, priority risks, and recommended corrective actions.
- c. Prepare a prioritized improvement roadmap with near-term and long-term actions, proposed owners, dependencies, and target dates.

4. Training, Drill, and Exercise Program

- a. Develop an annual training, drill, and exercise calendar with recommended cadence and responsible owners.
- b. Develop reusable exercise planning, approval, observation, evaluation, after-action, and improvement-tracking tools.
- c. Develop scenario-specific drill or exercise outlines addressing airport emergency scenarios, continuity of staff and infrastructure, public safety, stakeholder coordination, and relevant current threats.
- d. Support planning and delivery of one tabletop exercise and one full-scale exercise, including planning support, facilitation as applicable, evaluation, and after-action documentation.

5. Implementation and Closeout

- a. Provide periodic project updates.
- b. Deliver editable source files for project tools and final deliverables.
- c. Conduct a closeout briefing for Authority leadership and designated stakeholders.
- d. Transfer sufficient knowledge so Authority personnel can maintain the program and tools after completion of the engagement.

5. REQUIRED DELIVERABLES

1. Detailed project work plan and schedule.
2. Written readiness assessment identifying strengths, gaps, priority risks, and recommended corrective actions.
3. Improvement roadmap organized by near-term and longer-term priorities, with proposed owners and target dates.
4. Annual training, drill, and exercise calendar.
5. Reusable exercise planning template and approval checklist.
6. Observer/evaluator guide and observer checklist.
7. After-action report template and improvement-plan tracker.
8. Scenario-specific drill and exercise outlines.
9. Planning, facilitation, evaluation, and after-action support for one tabletop exercise and one full-scale exercise.
10. Final report, closeout briefing, and transfer of editable project files.

6. MINIMUM CONSULTANT QUALIFICATIONS

1. Demonstrated experience supporting airport, transportation, public safety, emergency management, or critical-infrastructure preparedness programs.

2. Working knowledge of airport emergency planning, incident command, continuity planning, stakeholder coordination, exercise design, evaluation, and corrective-action tracking.
3. Experience developing or facilitating tabletop exercises, full-scale exercises, functional exercises, or comparable preparedness activities.
4. Ability to appropriately handle sensitive operational, emergency-management, security-related, continuity, infrastructure, communication, and stakeholder information.
5. Ability to produce clear written deliverables, practical templates, and implementation-focused recommendations.

7. PROPOSAL CONTENT AND FORMAT

Proposals should be clear and concise and organized in the order below. Information used for evaluation should be included in the proposal rather than incorporated only by reference.

1. Legal name and address of the proposer; primary contact information; authorized signature; acknowledgment of addenda; and confirmation that the proposal is valid for at least 90 days.
2. Brief history, ownership and organizational structure, office location that will manage the work, and identification of any subcontractors or subconsultants.
3. The proposer's understanding of the Authority's objectives, operating environment, anticipated challenges, and desired outcomes.
4. Proposed methodology for assessment, stakeholder engagement, gap analysis, roadmap development, exercise-program development, pilot exercises, closeout, and knowledge transfer.
5. Names, roles, relevant qualifications, certifications, and resumes of the project manager and key personnel. Identify which tasks will be performed by subcontractors or subconsultants.
6. At least three comparable projects completed within the past five years, including client, scope, completion date, project team, and current reference contact information.
7. Current availability, proposed project schedule, anticipated on-site participation, and ability to support the April 2027 tabletop exercise and May 2027 full-scale exercise.
8. Proposed controls for limiting access to and protecting sensitive project information, including controls applicable to subcontractors.
9. Completed Exhibit A, including a total not-to-exceed fee, task-level fees, hourly rates, reimbursable expenses, optional services, assumptions, and exclusions.

8. EVALUATION PROCESS

Proposals will be evaluated only on the criteria stated below. Price is weighted at 20% relative to the other evaluation factors. The Authority may award based on written proposals alone or may invite selected proposers to interviews or discussions. Evaluation criteria will be related to the following and weighted as shown:

Weight	Criteria
5%	Understanding of the Authority's goals and project scope
20%	Qualifications and relevant experience of the consultant and proposed project team
10%	Quality, practicality, and completeness of the proposed approach
40%	Experience with emergency-management assessment, exercise-program development, airport operations, public-safety coordination, or critical-infrastructure preparedness
5%	Proposed schedule, availability, and responsiveness
20%	Cost of the fee proposal

1. The Authority may conduct interviews or discussions with responsible proposers whose proposals are determined to have a reasonable possibility of selection. If discussions are conducted, proposers afforded that opportunity will receive fair and equal treatment. The Authority may request clarifications, revisions, or best-and-final offers. Information derived from competing proposals will not be disclosed during evaluation or negotiations.
2. Award will not necessarily be made to the proposer offering the lowest price. The Authority intends to award a contract to the responsible proposer whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and the evaluation factors stated in this RFP. If the Authority cannot successfully negotiate an agreement with the selected proposer, the Authority may discontinue negotiations and proceed to another ranked proposer.

9. SECURITY AND CONFIDENTIALITY

The selected consultant may receive access to sensitive operational, emergency-management, security, continuity, infrastructure, communication, or stakeholder-coordination information. The consultant must protect such information, limit access to authorized project personnel, use the information only for this engagement, comply with Authority document-handling instructions, and return or destroy project information as directed. These obligations apply to the consultant's employees, subcontractors, and subconsultants.

The Authority may establish additional controls for specific records, meetings, locations, systems, or deliverables. The selected consultant must promptly notify the Authority of any actual or suspected unauthorized access, use, disclosure, loss, or compromise of Authority information.

10. GENERAL CONDITIONS

1. The Authority reserves the right to reject any or all proposals; waive minor informalities or irregularities when permitted; request clarification or additional information; conduct interviews; negotiate scope, schedule, or fee; modify the procurement schedule; cancel the solicitation; and make an award in the Authority's best interest. Issuance of this RFP does not require the Authority to award a contract.
2. Each proposer is responsible for all costs incurred in preparing and submitting a proposal, participating in interviews or discussions, and negotiating an agreement.
3. Proposals and the proposal register will be subject to public inspection after contract award in accordance with applicable Indiana public-record requirements. A proposer requesting protection of trade secrets or other legally protectable information must clearly identify and segregate the specific material and explain the basis for protection. A blanket designation of the entire proposal as confidential is unacceptable. Pricing may not be designated confidential.
4. The selected proposer will be required to enter into a written professional services agreement with the Authority in accordance with Section 11 of this RFP.
5. The Authority is not requiring proposal security with this RFP. If the Authority determines that evidence of financial responsibility is necessary, the requirement will be stated by written addendum and will not exceed ten percent of the proposed contract amount.
6. The selected consultant must comply with applicable federal, state, and local laws, regulations, ordinances, and Authority requirements. The contract will include applicable civil-rights and nondiscrimination provisions.
7. The successful contractor will complete and submit Exhibit B, Indiana Legal Employment Declaration, prior to execution of a contract.
8. Proposers must disclose actual or potential conflicts of interest. Unauthorized attempts to influence the evaluation or selection may result in rejection.
9. Materials submitted in response to this RFP become records of the Authority and will not be returned.
10. The selected consultant may not replace key personnel identified in the proposal without the Authority's prior written approval.
11. The Authority will not enter into a cost-plus-a-percentage-of-cost arrangement.
12. Proposers shall promptly notify the Authority of any material ambiguity, inconsistency, error, or omission identified in the RFP. No oral interpretation or explanation shall modify the requirements of this RFP. Any modification to the RFP will be issued by written addendum.
13. No services outside the agreed scope will be compensable unless authorized in writing by the Authority. The selected consultant shall not perform additional services based solely on oral direction.
14. During the solicitation period, all proposer communications concerning this RFP shall be directed to the identified RFP contact. Proposers shall not contact other Authority employees, consultants, agents, or Board members regarding the solicitation or selection process unless specifically authorized by the Authority.

11. TERMS AND CONDITIONS OF CONTRACT

1. Upon completion of the evaluation and selection process, the Authority will enter into contract negotiations with the selected proposer. The resulting agreement will incorporate the agreed scope of services, compensation, schedule, the selected proposal as applicable, and the Authority's required terms and conditions. If the Authority is unable to successfully negotiate an agreement with the selected proposer, the Authority may discontinue negotiations and proceed to another ranked proposer.
2. The selected proposer will be required to execute the Authority's professional services agreement and comply with all applicable federal, state, and local laws, regulations, ordinances, and Authority requirements. The resulting contract will include or incorporate all applicable Authority-required certifications, declarations, insurance requirements, and civil-rights and nondiscrimination provisions.
3. Prior to execution of the contract, the selected proposer shall complete the Indiana Legal Employment Declaration included as Exhibit B and comply with the applicable requirements of Indiana Code 22-5-1.7.
4. The selected proposer shall comply with the General Civil Rights and Title VI requirements contained in Exhibit D – Civil Rights Provisions, which will be incorporated into and made a part of the resulting contract.
5. Prior to commencement of services, the selected proposer shall provide evidence of insurance meeting the requirements contained in Exhibit C – Insurance Requirements and shall maintain the required coverage throughout the term of the agreement.
6. The selected proposer shall not commence services until the professional services agreement has been fully executed. Any services performed before such authorization are performed at the proposer's own risk.
7. No additional services or changes in scope will be compensable unless authorized in writing by the Authority. Any adjustment to compensation, schedule, or scope resulting from additional services must be approved in accordance with the resulting agreement and applicable Authority requirements.
8. The resulting agreement may include, as applicable, the professional services agreement, the RFP and addenda, the selected proposer's proposal, the negotiated scope and fee, and the exhibits and attachments incorporated into the agreement. In the event of a conflict among contract documents, the order of precedence established in the executed agreement will control.

EXHIBIT A - FEE PROPOSAL FORM

Proposer:

Authorized Representative:

Email:

Telephone:

Total Not-to-Exceed Fee:

\$

Task-Level Fee Breakdown

Task	Work to Be Performed	Estimated Hours	Fee
1	Project initiation and work plan		\$
2	Program and readiness assessment		\$
3	Findings and improvement roadmap		\$
4	Training, drill, and exercise program		\$
5	Tabletop exercise support		\$
6	Operational drill support		\$
7	Implementation, final report, and closeout		\$

Hourly Rates for Additional Services

Personnel / Classification	Role	Hourly Rate
		\$
		\$
		\$
		\$

Reimbursable Expenses, Optional Services, Assumptions, and Exclusions

Reimbursable Expenses	
Optional Services and Fees	
Assumptions	
Exclusions	

Certification

The undersigned certifies that the fees stated above include all labor, travel, materials, overhead, and other costs necessary to perform the proposed services, except as specifically identified above.

Authorized Signature:	Date:
Printed Name and Title:	

Exhibit B

INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring the Fort Wayne-Allen County Airport Authority to require the following before renewing or entering into contracts for services:

This Declaration serves as notice that all Contractors performing services must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify program (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

By signing below, this affidavit becomes a part of and is incorporated into any contract for services that your firm currently has with the Fort Wayne-Allen County Airport Authority.

I, _____, a duly authorized agent of _____ (name of Company), declare under penalties of perjury that _____ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____
(Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 20____.

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.

Exhibit C

INSURANCE REQUIREMENTS

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 or employees.

I. INSURANCE REQUIRED

At all times during the Term of this Agreement (except as otherwise provided), Consultant shall obtain and maintain in full force and effect, with a company or Companies authorized to transact the business of insurance in the State of Indiana, of sound and adequate financial responsibility, with a rating of at least A-, VII, from A.M. Best Co., in Best's Rating Guide, selected by Company and reasonably acceptable to FWACAA, the following insurance (either as part of any other policy or policies carried by Company, or separately):

A. Commercial General Liability Insurance -

A commercial insurance policy or policies covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under and insured contract (including the tort liability of another assumed in a business contract) with the following limits:

Per Occurrence	\$1,000,000
General Aggregate (subject to a per project general aggregate provision)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and General Advertising Injury	\$1,000,000

B. Commercial Auto Liability Insurance-\$1,000,000 per Accident combined single limit coverage for bodily injury or property damage

C. Workers Compensation Insurance-

(1) Workers compensation coverage and limits as statutorily required by the state of Indiana and all other applicable states of operation.

(2) Employers Liability limits of at least \$1,000,000 per accident and \$1,000,000 for each disease.

D. Excess Liability-\$5,000,000 in excess liability or Umbrella liability covering underlying policies for Commercial General Liability, Business Auto, and Employers Liability. Policy shall be following form of underlying policies.

E. Professional Liability Insurance-\$1,000,000 to cover all professional services provided by the Consultant for this project.

II. CERTIFICATES

Upon or prior to the commencement of the Term of this Agreement and at least annually thereafter Consultant shall furnish to FWACAA certificates of insurance showing to FWACAA's satisfaction the amount and type of the insurance then in effect that is required to be procured and maintained by it hereunder and stating the date and term of the policies. Certificates evidencing any renewal, replacement or extension of any or all of the insurance required hereunder, shall be delivered by Consultant to FWACAA not less than thirty (30) days prior to the expiration of any policy of insurance renewed, replaced or extended by the insurance represented by any such certificate.

III. ADDITIONAL INSURED

All commercial general and automobile liability required by this Article shall be procured and maintained in the name of Consultant and shall add FWACAA, its Directors, Officers, Board, members, and

employees as additional insureds as their interests appear for liabilities arising out of conduct of the Consultant. All policies required under this Article for property shall provide for payments of the losses to Consultant and FWACAA as their respective interests may appear.

IV. PRIMARY AND NON-CONTRIBUTORY INSURANCE

All insurance policies required to be procured and maintained by Consultant, with the exception of Workers Compensation and Employers Liability shall provide or be endorsed to provide:

- A. Consultant's insurance coverage shall be primary insurance with respect to FWACAA, its Directors, Officers, Board, members, and employees. Any insurance or self-insurance maintained by FWACAA is excess of and noncontributing with Consultant's insurance.
- B. Consultant's insurance coverage shall state that Consultant's insurance shall apply separately to each insured except with respect to the limits of the liability and shall contain no cross-liability exclusions.

V. WAIVER OF SUBROGATION

Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property on or about the Premises insured under valid and collectible insurance policies to the extent of any recovery collected from such policies. All policies required under this Article shall provide or be endorsed to provide that the insurer agrees to waive all rights of subrogation against FWACAA, its Directors, Officers, Board, members, and employees.

EXHIBIT D

CIVIL RIGHTS PROVISIONS

1. GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

2. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

3. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor

will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.