

**CLARK COUNTY, NEVADA
DEPARTMENT OF AVIATION
ON-LINE RFQ SUBMITTAL CHECK LIST (NGEM)**

This check list is provided for your reference and use only. This check list should NOT be submitted with your response. Omission of, or failure to submit the correct required documents may be cause for rejection.

ALL RESPONDENTS: Before RFQ Response Due Date & Time:

<input type="checkbox"/>	Examine and understand the RFQ Documents for the proposed work to be performed or services to be provided.
<input type="checkbox"/>	Complete and prepare all required documents, questionnaires, resumes, if required.

ALL RESPONDENTS: Documents Due with RFQ Response:

RESPONDENTS ARE SOLELY RESPONSIBLE FOR COMPLETING AND ATTACHING THE CORRECT FORMS UNDER THE CORRECT "RESPONSE ATTACHMENTS" LINK IN NGEM.

<input type="checkbox"/>	Response is scanned and uploaded to the "Statement of Qualifications" link
<input type="checkbox"/>	Disclosure of Ownership-Principal is scanned and uploaded to the "FORM - Disclosure of Ownership-Principal" link
<input type="checkbox"/>	Contractor & Subcontractor Information is scanned and uploaded to the "FORM – Contractor & Subcontractor Information" link

AWARDED RESPONDENT(S): Documents Due After Recommendation of Award:

<input type="checkbox"/>	Insurance Document(s), if required, due within ten (10) calendar days of request
<input type="checkbox"/>	Proof of valid Clark County business license, Clark County vendor registration, other local jurisdiction business license or out-of-state business license, whichever is required.

RESPONDENTS ARE SOLELY RESPONSIBLE FOR COMPLETION AND TIMELY SUBMISSION OF CORRECT FORMS

CLARK COUNTY DEPARTMENT OF AVIATION
PO Box 11005 Las Vegas NV 89111-1005
(702) 261-5013 FAX (702) 261-3647



CLARK COUNTY DEPARTMENT OF AVIATION
PURCHASING & CONTRACTS

REQUEST FOR QUALIFICATIONS
RFQ NO. 26-002
AIRPORT WILDLIFE HAZARD ASSESSMENT

RFQ PACKAGE AVAILABILITY:

The RFQ package is available for review on the Nevada Gov eMarketplace ([NGEM](#)) only.

RFQ RESPONSE SUBMITTAL:

Responses will be accepted via electronic submittal on the Nevada Gov eMarketplace ([NGEM](#)) only. Responses must be uploaded on or before 2:00 p.m. on Monday, March 23, 2026.



Clark County Board of Commissioners

Michael Naft, Chair • William McCurdy II, Vice Chair • April Becker
James B. Gibson • Justin C. Jones • Marilyn Kirkpatrick • Tick Segerblom

GENERAL CONDITIONS
RFQ NO.26-002
AIRPORT WILDLIFE HAZARD ASSESSMENT

1. TERMS

The term "COUNTY," as used throughout this document will mean the County of Clark, Nevada. The term "OWNER," as used throughout this document will mean the Clark County Department of Aviation. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County. The term "DIRECTOR" as used throughout this document will mean the Clark County Director of Aviation or their designee responsible for the Purchasing and Contracts Division. The term "RESPONDENT" as used throughout this document will mean the Respondents to this Request for Qualifications. The term "CONSULTANT" as used throughout this document will mean the awarded RESPONDENT. The term "RFQ" as used throughout this document will mean Request for Qualifications. The term "NGEM" as used throughout this document will mean the Nevada Gov eMarketplace. NGEM is an electronic bidding system that is used by OWNER for the submission of electronic responses. There is no cost for any RESPONDENT to use NGEM, however, all RESPONDENTS that choose to submit an electronic response must register prior to gaining access to see the details of any solicitation or to submit a response online. Responses may not be submitted manually.

2. OWNER

The Board of County Commissioners of Clark County, Nevada (through its Department of Aviation) is the sponsor for this project. It is anticipated that this project will be partially funded through federal grants.

Clark County owns and operates an airport system that includes Harry Reid International Airport, the air carrier airport serving the Las Vegas region, and four (4) general aviation airports: North Las Vegas Air Airport (a GA reliever airport), Henderson Executive Airport (a GA reliever airport), Jean Sport Aviation Airport, and Overton Municipal Airport, through its Department of Aviation (DOA).

3. DESIGNATED CONTACTS

All questions must be submitted through the NGEM website. Phone calls regarding this RFQ **will not** be accepted.

The OWNER's representative will be Christopher Fenton, Managing Director of Planning, Clark County Department of Aviation, christopherf@lasairport.com. This representative will provide responses to NGEM submitted questions concerning the scope of work of this RFQ. Responses to questions regarding the selection process for this RFQ will be provided by Heidi Wharton, Purchasing Manager, Procurement and Contracts, Clark County Department of Aviation, heidiw@lasairport.com.

4. CONTACT WITH OWNER DURING RFQ PROCESS

Communication between a RESPONDENT and a member of the Board of County Commissioners (BCC) or between a RESPONDENT and a non-designated OWNER contact regarding the selection of a proponent or award of this Contract is prohibited from the time the RFQ is advertised until the item is posted on an agenda for award of the Contract. Questions pertaining to this RFQ shall be addressed to the designated contact(s) specified in the RFQ document. Failure of a RESPONDENT, or any of its representatives, to comply with this paragraph may result in their response being rejected.

5. PROJECT BACKGROUND

Clark County owns and operates an airport system that includes LAS Airport, the air carrier airport serving the Las Vegas region, and four (4) general aviation airports: North Las Vegas Air Airport (a GA reliever airport), Henderson Executive Airport (a GA reliever airport), Jean Sport Aviation Airport, and Overton Municipal Airport.

6. INTENT

The Board of County Commissioners, Clark County, Nevada (through its Department of Aviation) invites firms to submit Statements of Qualifications (SOQs) to perform a Wildlife Hazard Assessment (WHA), for the Harry Reid International Airport.

The CONSULTANT will provide a qualified Airport Wildlife Biologist (QAWB) specific to the Advisory Circular 150/5200-36. The QAWB will assist DOA staff in the completion of an in-depth study and assessment of the conditions and factors contributing to wildlife hazards at the airport and within a five-mile radius of the airport environment. Such work will be completed by collecting systematic, quantitative data using on-site observations and wildlife surveys, combining relevant information such as historical strike data and an evaluation of maintenance, patrol and wildlife mitigation procedures.

The anticipated term for this contract will be approximately 18 months.

7. SCOPE OF SERVICES

The following describes the scope of services to be provided by the CONSULTANT for the Airport Wildlife Hazard Assessment and the DOA's objectives.

A. Project Objectives

- Identification of the wildlife species observed and their numbers, locations, local movements, and daily and seasonal occurrences.
- Identification and location of features on and near the airport that attract wildlife.
- A description of wildlife hazards to air carrier operations.
- Recommended actions for reducing identified wildlife hazards to air carrier operations

B. Scope of Work

CONSULTANT will conduct a Wildlife Hazard Assessment (WHA) at Harry Reid International Airport and within a five – mile radius of the airport. The WHA conducted by the consultant selected shall meet, at a minimum, the requirements outlined by the FAA for WHAs as outlined in but not limited to; 14 CFR Part 139.337, AC 150/5200-38, AC 150/5200-33, and the staff qualifications as outlined in AC 150-150-5200-36. The assessment should be a minimum of four seasons or 12 months to adequately assess the seasonal patterns of birds and other wildlife using the airport and surrounding area during an annual cycle. Specifically, the WHA will be undertaken to sample bird and mammal species and frequency, seasonal and behavioral activities, and locations of wildlife activity and attractants in relation to the airport. Data will be analyzed and a final report provided.

8. OTHER OBJECTIVES

In addition to the project objectives indicated above, Clark County has established the following objectives for the Airport Wildlife Hazard Assessment contract.

Disadvantaged Business Enterprise Utilization

On February 20, 1996, the BCC adopted a Strategic Plan to promote and encourage a greater degree of participation of small, minority, women-owned, and other socially and economically disadvantaged businesses in the Clark County procurement process of construction projects, commodities and services. The BCC wishes to ensure that those businesses which have been traditionally underutilized are afforded the opportunity to fully participate in the overall procurement process of Clark County. Therefore, the DOA expects the CONSULTANT to solicit small, minority, women-owned and disadvantaged business enterprises certified in accordance with U.S. Department of Transportation Regulations, 49 CFR Part 26, as sub-consultants and material suppliers. The CONSULTANT shall make a good faith effort to work with the OWNER to fulfill the joint commitment to these business enterprises.

9. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFQ is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The responses may be reviewed individually by staff members through an ad hoc committee to assist the DIRECTOR or their designee. The finalists may be requested to provide OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the responses to the RFQ as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. OWNER reserves the right to award the Contract based on objective and/or subjective evaluation criteria. This Contract will be awarded on the basis of which response, OWNER deems best suited to fulfill the requirements of the RFQ. OWNER also reserves the right not to make an award if it is deemed that no single response fully meets the requirement of this RFQ.

The fees for the professional services will be negotiated with the RESPONDENT(S) selected.

10. TENTATIVE DATES AND SCHEDULE

Please note these dates are TENTATIVE ONLY and are subject to change without notice.

Deadline for Written Requests for Clarification:	<u>March 12, 2026 at 10:00 p.m. (PDT)</u>
OWNER Response to Written Requests for Clarification	<u>March 17, 2026 at 10:00 p.m. (PDT)</u>
Submission Deadline for Statement of Qualifications	<u>March 23, 2026 at 2:00 p.m. (PDT)</u>
Selection of RESPONDENT for Negotiations	<u>March 27, 2026</u>
BCC Approval to Negotiate a Contract (if required)	<u>April 21, 2026</u>
Contract Negotiations:	<u>April 21, 2026 to May 21, 2026</u>
BCC Award & Approval of the Final Contract:	<u>June 16, 2026</u>

11. SUBMITTAL REQUIREMENTS

- A. Prepare your submission materials. The RFQ has several required documents that must be uploaded into NGEM. Please review the requested information. The maximum file size is 250 MB. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Name	Type	Requirement	Instructions
Statement of Qualifications for Airport Wildlife Hazard Assessment	File Type(s): Word, PDF, Excel, etc.	Required	Complete and attach under the link labeled "RESPONSE TO RFQ" on the "Response Attachments" tab. RESPONSES ARE LIMITED TO A MAXIMUM OF 15 PRINTED PAGES (including any cover pages, tables of content, etc.) Documents in excess of this page limit may be submitted but are not guaranteed to be reviewed / considered in the evaluation of your response. <i>NOTE: If additional file space is required, or additional documents are to be considered with your response, those items may be uploaded by selecting the "+NEW" icon under the "Other Response Attachments" heading.</i>
Marketing Materials	File Type(s): Word, PDF, Excel, etc.	Optional	Marketing materials, brochures, etc. may be uploaded under the link labeled "MARKETING MATERIALS" on the "Response Attachments" tab. These documents are not considered part of the 15 page printed page maximum noted above. As such, they are not guaranteed to be reviewed / considered in the evaluation of your proposal.
Disclosure of Ownership Form	File Type: PDF (.pdf)	Required	Complete and attach under the link labeled "FORM – Disclosure of Ownership-Principal" on the "Response Attachments" tab.
Subcontractor Information Form	File Type: PDF (.pdf)	Required	Complete and attach under the link labeled "FORM – Subcontractor Information" on the "Response Attachments" tab. If no subcontractors are being used, please indicate as such by selecting the box at the bottom of the form.

- B. Upload your documents on the [NGEM](#) website. Your submission must be uploaded, submitted, and finalized prior to the Close Date and Time noted. We strongly recommend that you give yourself sufficient time to begin the uploading process and to finalize your submission.

RESPONDENT(S) shall be wholly responsible for the timely delivery of submitted responses.

12. DOCUMENT SUBMITTAL

RESPONDENT is required to submit all required documents under the correct links on the NGEM website. Failure to properly submit the required documents may result in Response rejection.

13. WITHDRAWAL OF RESPONSE

RESPONDENT(S) may withdraw a response submitted on NGEM by logging onto NGEM and retracting the response.

No response may be withdrawn for a period of 90 calendar days after the date of response opening. All responses received are considered firm offers during this period. The RESPONDENT'S offer will expire after 90 calendar days.

If a RESPONDENT intended for award withdraws their response, that RESPONDENT may be deemed non-responsible if responding to future solicitations.

14. REJECTION OF RESPONSE

OWNER reserves the right to reject any and all responses received by reason of this request.

15. RESPONSE COSTS

There shall be no obligation for OWNER to compensate RESPONDENT(S) for any costs of responding to this RFQ.

16. ALTERNATE RESPONSES

Alternate responses are defined as those that do not meet the requirements of this RFQ. Alternate responses will not be considered.

17. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFQ, a written addendum will be issued by COUNTY. COUNTY is not bound by any oral representations, clarifications, or changes made to specifications by COUNTY'S employees, unless such clarification or change is provided to RESPONDENTS in written or electronic addendum form from the Purchasing Analyst.

18. RESPONSES ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

The OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of the OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. RESPONDENT(S) are advised that once a response is received by the OWNER, its contents will become a public record and nothing contained in the response will be deemed to be confidential except proprietary information. RESPONDENT (S) shall not include any information in their response that is proprietary in nature or that they would not want to be released to the public. Responses must contain sufficient information to be evaluated, and a Contract written without reference to any proprietary information.

Any response submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will not be considered for award, unless accompanied by a Cover Letter as identified under "EVALUATION CRITERIA", Item A.

19. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.820 evidence of agreement or collusion among RESPONDENT(S) and prospective RESPONDENT(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such RESPONDENT(S) void.

Advance disclosures of any information to any particular RESPONDENT(S) which gives that particular RESPONDENT any advantage over any other interested RESPONDENT(S), in advance of the opening of responses, whether in response to advertising or an informal request for responses, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all responses received in response to that particular Request for Qualifications.

20. COMPANIES THAT BOYCOTT ISRAEL

RESPONDENT certifies that, at the time it submitted its Response, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

21. CONTRACT

A sample of OWNER'S Standard Contract can be found on the NGEM website under the "Attachments" tab, labeled as **Sample Contract**. Proposed modifications to the terms and conditions of the OWNER's Standard Contract may be grounds for rejection of response and are subject to review and approval by the Clark County District Attorney's Office.

A. Negotiations

Following the selection of a RESPONDENT for negotiation of a Contract, and any required approval of that selection by the Board of County Commissioners, the selected RESPONDENT will be invited to submit a price proposal. This price proposal should consist of professional services, reimbursable costs, and a fixed fee in accordance with the attached Contract terms, together with an estimated total cost.

Contract negotiations will address only the price proposal and Contract terms and conditions that the RESPONDENT may have taken exception to in its proposal.

B. Insurance

The RESPONDENT's ability to provide the required certificates of insurance as indicated in the attached Standard Contract.

C. Delivery of Contract Documents

The RESPONDENT with whom the Contract is successfully negotiated will sign the Contract. The properly executed Contract will then be submitted to the Board of County Commissioners for approval.

Upon approval of the Contract by the Clark County Board of Commissioners, the successful RESPONDENT must, within ten (10) calendar days, provide the requested insurance policies or insurance certificates to the OWNER's Representative. All policies of insurance shall be reviewed for compliance by the OWNER's Representative prior to issuance of the Notice to Proceed.

Failure or refusal to furnish required insurance policies shall result in rejection of the Contract.

22. ADDITIONAL CONTRACT PROVISIONS

CONSULTANT shall comply with the provisions in **Exhibit A** attached hereto.

23. BUSINESS LICENSE REQUIREMENTS

Prior to award of this RFQ, other than for the supply of goods being shipped directly to a Clark County facility, the successful RESPONDENT will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

A. Clark County Business License is required if:

- i. A business is physically located in unincorporated Clark County, Nevada.
- ii. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration if:

- i. A business is physically located outside of unincorporated Clark County, Nevada.
- ii. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on-line regarding Clark County Business Licenses by visiting the website at <https://www.clarkcountynv.gov/business/index.php>

24. EVALUATION CRITERIA

Statements of Qualifications should contain the following information:

A. Cover Letter

The first page of the Response submittal shall contain a statement that declares all information provided therein does not include any Confidential Proprietary and/or Private information as identified in this RFQ. It must also identify that the statement supersedes and nullifies any page in the Response that may be marked as Confidential, Proprietary, and/or Private and acknowledge that the Response will become Public Information upon award. The statement must be signed by the RESPONDENT'S Authorized Representative. **Failure to provide such declaration may be deemed as grounds for rejection of the response.**

B. Compliance with the OWNER's Standard Contract

Indicate any exceptions that your firm would have to take in order to accept the attached standard Contract. RESPONDENT(S) are advised that **any exception that is determined to be material may be grounds for elimination in the selection process.**

C. Biologist to be Wildlife assigned to Harry Reid International Airport

Provide resumes and details of experience relevant to the provision of these services. Also include longevity with proposed Firm/Team, where the biologist will be based, his/her ability, and proposed mode of travel to Harry Reid International Airport. Materials should also demonstrate that the biologist understands the challenges and opportunities of this project, the sponsor's concerns and expectations, and the biologist's familiarity with Harry Reid International Airport environment and habitat.

D. Qualifications of the Firm/Team

Discuss the demonstrated ability and experience of the principal consultant and its key personnel at Primary Airports with scheduled Air Carrier service. Firm/Team should demonstrate its familiarity with FAA regulations, industry-accepted policies and procedures, and examples of working relationships with the FAA Airports Division-Safety and Certification offices.

E. Project Similarity and Past Performance

Provide specific examples of similar projects performed for similar clients. References and points of staff contact shall be included. Outline the approach and methodology taken to complete similar projects for other clients, and a description of the approach being proposed for the projects at Harry Reid International Airport. Demonstrate the Firm/Team's ability to meet schedule demands and complete projects by agreed-upon deadlines, and to complete work on or under budget. Airport staff intend to call references and validate representations. References should be included to help Harry Reid International Airport staff ascertain and determine the quality of the projects completed, and the satisfaction of airports where projects have been previously undertaken by proposing Firm/Team. Firm/Team should disclose all arbitration, litigation, lawsuits, and other legal actions associated with projects Firm/Team was involved with in the past five years.

F. Availability to Perform Work

Provide a list of projects and clients that Firm/Team would be involved with at the same time they are providing services to Harry Reid International Airport. Harry Reid International Airport intends to move expeditiously and wishes to ensure that Firm/Team is not overextended and unable to give priority attention to Harry Reid International Airport projects. Statements of Qualifications should emphasize the level of commitment and depth of support in terms of Project Management and Sub-Consultant availability, to support these projects with staff and resources.

G. Evaluation Weighting by Category

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Wildlife Biologist assigned to project	0-100 Points	40%
2.	Qualifications of the Firm/Team	0-100 Points	25%
3.	Project Similarity and Past Performance	0-100 Points	25%
4.	Availability to Perform Work	0-100 Points	10%
		Total	100%

H. Other

Other factors the RESPONDENT determine are appropriate which would indicate to the OWNER that the RESPONDENT has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

EXHIBIT A
ADDITIONAL CONTRACT PROVISIONS
RFQ NO. 26-002
AIRPORT WILDLIFE HAZARD ASSESSMENT

GENERAL NOTES

For purposes of this Exhibit, the term "Contract" includes subcontracts.

The Consultant (including all Subcontractors) shall insert these contract provisions in each lower-tiered contract (e.g. subcontract or sub-agreement) and other agreements for supplies or services.

The Consultant is responsible for compliance with these contract provisions by any Subcontractors, lower-tier Subcontractor or service provider.

ACCESS TO RECORDS AND REPORTS

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CIVIL RIGHTS - GENERAL

In all its activities within the scope of its airport program, the Consultant 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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 Consultant and Subcontractors from the bid solicitation period through the completion of the contract.

CIVIL RIGHTS – TITLE VI ASSURANCE

A. Title VI Solicitation Notice

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "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).

C. Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, 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 Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 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 Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant'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 Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

CERTIFICATION OF OFFEROR REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENTS

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the Clark County Department of Aviation to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322..

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

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.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE

All Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.