

REQUEST FOR PROPOSAL (RFP)
for
PROFESSIONAL ENGINEERING CONSULTING SERVICES
at the
SHENANDOAH VALLEY AIRPORT
77 Aviation Circle / PO Box 125
Weyers Cave, VA 24486

RFP Number: 2025-001
Issue Date: April 14, 2025
Proposal Due Date: May 13, 2025 – 2:00pm EST
Remittance Address: Shenandoah Valley Airport
77 Aviation Circle / PO Box 125
Weyers Cave, VA 24486

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RFP#: 25-001

1. INTRODUCTION

The Shenandoah Valley Regional Airport Commission (the “Commission”) is soliciting proposals from qualified firms to provide professional engineering consulting services to support various airport infrastructure and development projects. The objective of this RFP is to identify and select a competent engineering consulting firm with proven expertise and experience in providing comprehensive services related to airport planning, design, construction, and operation. These services are intended to help the Shenandoah Valley Airport (the “Airport”) meet its operational goals, regulatory requirements, and future expansion needs.

2. GENERAL INFORMATION

The Shenandoah Valley Airport (KSHD), located in Weyers Cave Virginia, is owned and operated by the Shenandoah Valley Regional Airport Commission, a political subdivision of the Commonwealth of Virginia which was created by the Virginia Acts of Assembly in 1956. The Commission consists of one (1) board member from the five (5) supporting localities; comprised of the City of Staunton, the City of Waynesboro, the City of Harrisonburg, the County of Augusta, and the County of Rockingham.

The Airport encompasses approximately 600 acres with 80 based general aviation and business aircraft ranging in size from light sport piston aircraft to narrow body 737 jets. Additionally, the airport has commercial airline service, a based 24/7 staffed air medical helicopter, and multiple aviation businesses located on the airfield.

3. CONTRACT PERIOD

The initial contract period will be a (1) one-year contract. The contract may be renewed for four (4) additional consecutive periods of one (1) year each thereafter upon prior written mutual consent of both parties.

4. PROJECT OVERVIEW

The selected firm will support the airport's growth and development through comprehensive planning, design, and management services. This includes master planning and feasibility studies to assess infrastructure needs and long-term expansion strategies. The firm will provide detailed design and engineering solutions for runways, taxiways, terminals, and related facilities while ensuring compliance with FAA regulations and environmental standards. Additionally, construction management and oversight will be conducted to maintain project timelines, budgets, and safety standards. The firm will also analyze airside and landside operations, traffic flow, and parking systems to enhance overall airport efficiency and functionality.

5. SCOPE OF SERVICES

The selected consultant will be required to provide the following professional engineering consulting services, which may vary based on specific project needs:

- I. **Project Management:** Coordinate and manage the overall execution of the engineering consulting services.
- II. **Design and Drafting:** Prepare detailed designs, plans, and specifications for all phases of the project.
- III. **Technical Studies and Reports:** Provide feasibility studies, environmental assessments, traffic analyses, etc.
- IV. **Project Bidding and Negotiations:** Coordinate and manage advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts and preparing contract documents.
- V. **Construction Support:** Review contractor submissions, conduct site inspections, and ensure quality control during construction.
- VI. **Cost Estimation and Budgeting:** Provide cost estimates for various phases of development and ensure that the projects stay within budget.
- VII. **Regulatory and Permitting Assistance:** Assist in obtaining the necessary permits and approvals from local, state, and federal authorities, including the FAA and environmental agencies.

6. PLANNED PROJECTS

The Airport's planned capital improvement, maintenance and general services projects over the next five (5) years include, but are not limited to the following:

A. Capital Improvement Projects:

- I. Needs Assessment / Feasibility for Airline Terminal, General Aviation Terminal and Public Safety-ARFF Building

- II. Rehab Existing Pavements for Ramps, Taxiways, Auto Parking Lots and Roadways – Design/Bid/Construct
- III. Taxiway K Extension – Bid/Construct
- IV. Aviation Technology Park Apron Extension / Hangar Pad Site – Bid/Construct
- V. Aviation Technology Park Corporate Hangar – Design/Bid/Construct
- VI. ARFF Training Site – Design/Bid/Construct
- VII. Airline Terminal Ramp Extension / Fuel Truck Access Road – Bid/Construct
- VIII. Rehab/Expand Airline Terminal – Design/Bid/Construct
- IX. Rehab/Expand General Aviation Terminal – Design/Bid/Construct
- X. Rehab/Expand/Relocate Public Safety-ARFF Building – Design/Bid/Construct
- XI. Environmental Assessment for Phase III Master Plan Projects
- XII. Acquire Snow Removal Equipment
- XIII. Other Projects both Federal and non-Federally funded

B. Maintenance Projects:

- I. Pavement Preservation / Crack Seal
- II. Airfield Marking Maintenance
- III. AWOS and Lighting Maintenance
- IV. Other General Eligible Maintenance

C. General Services Projects:

- I. Disadvantaged Business Enterprise (DBE) Program administration
- II. Airport Sign and Marking Plan management
- III. Airport Layout Plan (ALP) management

The final schedule for all projects is subject to the availability of federal, state and local funding, as well as, the airport's specific operational needs.

7. ELIGIBILITY REQUIREMENTS

To be eligible for consideration, proposers must meet the following criteria:

- I. The firm must have experience providing engineering consulting services for airports or related infrastructure projects.
- II. The firm must be licensed to practice engineering in the state of Virginia and hold all necessary certifications, registrations, and permits required for airport projects.

- III. The firm must demonstrate experience working with regulatory bodies such as the Federal Aviation Administration (FAA), Virginia Department of Aviation (DOAV), local municipalities, and other relevant agencies.
- IV. The firm must provide a team with qualified professionals, including project managers, engineers, and technical experts, with experience in airport development projects.

8. SUBMISSION REQUIREMENTS

Proposals should be submitted in paper format by the due date and must include the following components:

- I. **Cover Letter:** A brief letter that introduces the proposing firm and outlines the firm's qualifications for the project.
- II. **Company Profile:** Provide a description of the company, including history, relevant experience, and specific expertise in airport engineering services.
- III. **Project Approach and Methodology:** Describe the proposed approach for the services outlined in the scope, including strategies for project management, design, and construction oversight.
- IV. **Team Composition:** Provide resumes and qualifications of key personnel who will be assigned to the project, including their experience on similar projects.
- V. **Experience and Case Studies:** Highlight previous airport-related projects, including project descriptions, roles, and outcomes. Provide references from previous clients.
- VI. **Insurance and Certifications:** Include proof of necessary insurance coverage and certifications to work on airport projects. (See Terms and Conditions)

9. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- I. **Firm Qualifications (30%):** Demonstrated years of experience with airport design and construction, relevant certifications and licenses.
- II. **Technical Expertise (20%):** Qualifications and capabilities of the proposed project team, depth of personnel, organizational structure, availability and responsiveness.
- III. **Approach and Methodology (20%):** Understanding of the project requirements and proposed approach to fulfilling them.
- IV. **Past Performance (30%):** References and outcomes from similar airport-related projects, budget and schedule adherence with references.

10. SUBMISSION INSTRUCTIONS

Proposals must be submitted in a sealed envelope to the Commission by **May 13, 2025 at 2:00pm (EST)**. Late submissions will not be considered. Completed Proposals should be directed to:

Mrs. Lisa Botkin
Executive Director
Shenandoah Valley Airport
77 Aviation Circle / PO Box 125
Weyers Cave, VA 24486

11. RFP SCHEDULE

RFP Issuance Date: April 14, 2025

Questions Due: April 25, 2025

Proposals Due: May 13, 2025 – 2:00pm

Proposal Review and Evaluation: May 16, 2025

Interviews/Negotiations: June 4 - 5, 2025

Contract Award: June 18, 2025

The Commission reserves the right to reject any or all proposals and is not obligated to award a contract based on this RFP.

12. TERMS AND CONDITIONS

All proposals submitted in response to this RFP will be subject to the provisions of the Virginia Public Procurement Act (VPPA) and other applicable state laws and regulations. By submitting a proposal, the proposer agrees to comply with all relevant procurement policies and procedures in accordance with Virginia law.

Key Requirements:

Competitive Negotiation: This procurement will be conducted through competitive negotiation as outlined in § 2.2-4302 of the VPPA. The selection of the firm will be based on the evaluation criteria specified in this RFP.

Disability Compliance: In accordance with the Virginia Human Rights Act (Code of Virginia § 51.5-40), the proposer must not discriminate against employees or applicants based on disability status. The firm must adhere to all applicable disability rights requirements during the term of the contract.

Vendor Registration: The selected consultant must be registered with the Virginia State Corporation Commission (SCC) and provide proof of such registration prior to entering into any

contract. If the proposer is a foreign entity, they must comply with the Virginia Code § 2.2-4311, which requires foreign businesses to register with the Virginia SCC.

Subcontracting: If subcontractors are used in the execution of the project, the proposer must disclose all subcontractors and their respective roles as part of their proposal. Any changes to the subcontractor list during the contract term must be approved by the Commission prior to implementation.

Ethical Standards: The proposer must certify that neither the firm, nor its employees or agents, have been involved in any activities that would be a violation of the conflict of interest provisions under Virginia law, including § 2.2-4377. The proposer must further agree to disclose any potential conflicts of interest during the proposal process.

Public Records: In accordance with Virginia's Freedom of Information Act (FOIA), all proposals submitted are considered public records and are subject to inspection and copying by the public, unless an exemption applies.

Pursuant to section 11.52D of the Virginia Public Procurement Act, (VPPA), trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall submit under separate cover any information considered proprietary and any copyrighted material. Separate cover means that proprietary information must be placed in a separate area of the proposal and be clearly identified as containing proprietary and/or copyrighted information.

References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal not under separate cover and labeled proprietary shall be public information in accordance with state statutes.

Equal Opportunity: The proposer must comply with all applicable federal, state, and local regulations regarding equal opportunity, and non-discrimination in employment.

Employment Discrimination by Contractors Prohibited: Pursuant to section 11-51 of the VPPA, every contract in excess of \$10,000 shall include the following provisions:

- a. During the performance of a contract, the Contractor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment in the solicitation and award of public contracts except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that he is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

- b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

Payment and Retainage: Payments under the contract will be governed by the Virginia Prompt Payment Act (§ 2.2-4354). The contract may include a retainage clause in accordance with Virginia law to ensure the completion of the project to the satisfaction of the airport authority.

Termination for Convenience and Default: In accordance with Virginia procurement law, the Commission reserves the right to terminate any contract resulting from this RFP for convenience or default, subject to the terms of the contract.

By submitting a proposal, the respondent acknowledges their understanding and acceptance of Virginia Procurement Law as it applies to this RFP and any resulting contract.

Expenses Incurred in Preparing Proposal: The Commission accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the offeror.

Insurance Requirements: Contractor shall secure at its own expense general liability insurance in an amount not less than \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Contractor shall also carry automobile insurance in an amount not less than \$1,000,000 solely contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy.

Contractor shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia.

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better.

A certificate of insurance identifying coverage and naming the Commission as additional insured shall be furnished to the Commission. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days prior written notice of such action to the Commission.

Laws and Regulations: Any contract awarded shall comply fully with all local, state and federal laws and regulations. Any litigation arising from this contract will be conducted in a court within the Augusta County General District Court or the Augusta County Circuit Court.

Contract Termination: The Commission may terminate the contract for any reason upon thirty (30) day notice and upon payment of any and all sums already earned under the contract and reasonable expenses incurred in reliance upon the contract.

Ownership of Documents: The offeror agrees that all information, finished or unfinished documents, data, studies, surveys, drawings, maps, specifications, models, photographs, records,

reports and other material gathered and/or prepared by or for it under the terms of the contract shall, at the Commission's option, be delivered to, become, and remain the property of the Commission. The Commission shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation of the offeror.

Understanding of RFP: Offerors shall thoroughly examine and be familiar with the RFP. The failure or omission of any offeror to receive or examine this document shall in no way relieve any offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.

13. FEDERAL TERMS AND CONDITIONS

Audits: The Commission, the Federal Aviation Administration, the Comptroller General of the United States, or any other duly authorized representative shall have access to any books, documents, papers, and records of consultants which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts and transcriptions. The successful offeror shall maintain all records for 3 years after final payment and closure of other pending matters.

Federal Contract Provisions: Mandatory Federal Contract Provisions - Based on the Federal Aviation Administration Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects issued on May 24, 2023. See Attachment - Appendix 1.

Please answer the two questions in section A24 TAX DELINQUENCY AND FELONY CONVICTIONS under Certifications. By submitting a proposal, the bidder or offeror agrees to abide by all federal contract provisions.

14. ADDITIONAL INFORMATION / INQUIRES

All questions and inquiries concerning this RFP must be directed, in writing, to:

Mrs. Lisa Botkin
Executive Director
Shenandoah Valley Airport
77 Aviation Circle / PO Box 125
Weyers Cave, VA 24486
540-234-8304
lbotkin@flyshd.com

The last day questions will be entertained is **April 25, 2025**. A copy of all written questions received, and subsequent responses provided, will be mailed, faxed or emailed to known offerors.

APPENDIX 1

MANDATORY FEDERAL CONTRACT PROVISIONS

(Based on the Federal Aviation Administration *Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects* issued on May 24, 2023, and as edited by the Sponsor. Obligations related to Executive Orders, statutes or regulations that are rescinded or are no longer mandatory will not be required of the Contractor).

TERMINOLOGY

- 1) The term “**Sponsor**” is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a “recipient” of federal assistance when receiving AIP or other FAA grant funds.
- 2) The term “**Owner**” of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.
- 3) For purposes of determining requirements for contract provisions, the term “**contract**” includes professional services, and subcontracts and supplier contracts such as purchase orders.
- 4) The term “**Contractor**” is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier). As used herein, the terms (a) “Contractor” and “Consultant” and (b) “Subcontractor” and “Subconsultant” are synonymous.
- 5) The term “**bid**” is understood to mean a bid, an offer, or a proposal.
- 6) The term “**applicant**” is understood to mean the following in different contexts:
 - a. For the Equal Employment Opportunity (EEO) clause, the term “applicant” means an applicant for employment (whether or not the phrase, for employment, follows the word applicant or applicants).
 - b. For all other clauses, the term “applicant” means a bidder, offeror, or proposer for a contract.

A1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334; 2 CFR § 200.337; FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor 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 Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor 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.

A2 AFFIRMATIVE ACTION REQUIREMENT – Removed Per Presidential Executive Order 41 CFR Part 60-4; Executive Order 11246

A3 BREACH OF CONTRACT TERMS

2 CFR § 200 Appendix II(A)

The following provision applies to contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II(A). This threshold is occasionally adjusted for inflation and is \$250,000.

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.

A4 BUY AMERICAN – Not applicable

Title 49 USC § 50101; Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

A5 CIVIL RIGHTS - GENERAL

49 USC § 47123

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 (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.

APPENDIX 1

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

FOR GENERAL CONTRACT AGREEMENTS

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

A6 CIVIL RIGHTS - TITLE VI ASSURANCES

49 USC § 47123; FAA Order 1400.11

TITLE VI SOLICITATION NOTICE

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for 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 no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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 USC § 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 USC § 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 USC § 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 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 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 USC § 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;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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.

APPENDIX 1

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.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR § 200 Appendix II(G); 42 USC § 7401, et seq; 33 USC § 1251, et seq

The following provision applies to all contracts and lower-tier contracts that exceed \$150,000.

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 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor 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.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT

2 CFR § 200, Appendix II(E); 2 CFR § 5.5(b); 40 USC § 3702; 40 USC § 3704

The following provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

APPENDIX 1

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND ANTI-KICKBACK ACT – Not applicable

2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

A10 DAVIS-BACON REQUIREMENTS – Not applicable

2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147

A11 DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

The following provision applies to contracts for *covered transactions*, which are defined in 2 CFR Part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000.

CERTIFICATION OF OFFEROR/BIDDER 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 DEBARMENT

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.

A12 DISADVANTAGED BUSINESS ENTERPRISES

49 CFR Part 26

Contract Assurance (49 CFR § 26.13). The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29). The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from the Sponsor. The prime Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

Executive Order 13513; DOT Order 3902.10

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The following provision is required for AIP funded contracts that exceed the micro purchase threshold of 2 CFR § 200.320 (currently set at \$10,000).

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 Contractor 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 Contractor 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.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K); 2 CFR § 200.216

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 [Public Law 115-232 § 889(f)(1)].

A15 DRUG FREE WORKPLACE REQUIREMENTS – Not applicable

49 CFR Part 32; Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended)

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO) – Removed Per Presidential Executive Order

2 CFR 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
29 USC § 201, et seq; 2 CFR § 200.430

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC §1352 - Byrd Anti-Lobbying Amendment; 2 CFR Part 200 Appendix II(I); 49 CFR Part 20, Appendix A

The following provision applies to contracts of \$100,000 or more.

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 section 1352, title 31, U.S. Code. 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.

A19 PROHIBITION OF SEGREGATED FACILITIES – Removed Per Presidential Executive Order

2 CFR Part 200, Appendix II(C); 41 CFR Part 60-1

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A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

20 CFR Part 1910

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 (29 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.

A21 PROCUREMENT OF RECOVERED MATERIALS

2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS – Not applicable

2 CFR Part 200, Appendix II(F); 37 CFR Part 401

A23 SEISMIC SAFETY

49 CFR Part 41

The following provision applies to professional services contracts involved in the construction of new buildings or structural addition to existing buildings.

PROFESSIONAL SERVICE AGREEMENTS FOR DESIGN: SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts; DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

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 (✓) 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

- a) 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.
- b) 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.

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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.

A25 TERMINATION OF CONTRACT

2 CFR § 200 Appendix II (B); FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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 (PROFESSIONAL SERVICES)

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 seven (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

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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.

A26 TRADE RESTRICTION CERTIFICATION

49 USC §50104; 49 CFR Part 30

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.

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 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.

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A28 CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)

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.