
INVITATION TO BID

PROJECT DESCRIPTION: **SNOW REMOVAL EQUIPMENT (SRE)
PROCUREMENT – SNOWPLOW TRUCKS (2)**
BID DUE DATE: **June 11, 2024**
BID DUE TIME: **4:30 p.m. (local time)**
PLANS AVAILABLE: **May 3, 2024 (see location info below)**

Sealed bids will be received by the **Alpena County Board of Commissioners**, all bids must be addressed to Alpena County C/O Alpena County Regional Airport, Sealed Bid, 720 W. Chisholm Street, Alpena Michigan 49707, until 4:30 p.m. (local time), on the bid date. **ANY BID RECEIVED AFTER THE SPECIFIED TIME, ABOVE, WILL NOT BE CONSIDERED.** A county wide bid opening, at which place all bids will be publicly opened and read aloud, will occur at 11:00 a.m. on June 12th.

The proposed Work includes the following: **Procurement of two vehicles for the purpose of snow and ice removal on the airfield, equipped with snowplows, and soil and liquid material spreaders.**

Bidder Qualifications

- a) The bidder must have at least five (5) years' experience building or distributing equipment of recent manufacture (the latest model of equipment) comparable to the equipment specified in this request for bid.
- b) The bidder must be an authorized dealer or manufacturer of the equipment proposed in the response to this request for bid.

An optional Pre-Bid Conference for this procurement will be held on **May 28, 2024 at 11:00 a.m.** (local time) via Microsoft Teams. A link for this conference will be shared by request by email at: david.joye@rsandh.com

Bidders may secure copies of the Contract Documents by request by email at: david.joye@rsandh.com

Each Bidder is individually responsible for the careful examination of the site of the Proposal, General Provisions, Technical Specifications, Contract Forms and all requirements of the project. The failure or omission by any Bidder to do so shall in no way relieve any Bidder from any obligation with respect to its bid. The County reserves the following rights: (1) to accept or reject any or all bids; and (2) to award the Contract to the most responsive and responsible Bidder whose bid is determined by the County to be in its best interest. Any and all proposals as submitted herein are subject to further negotiation at the option of County. No contract or agreement of any kind arising out of this proposal and/or negotiations shall be binding or valid against the County, its department, officers, employees, or agents unless such contract or agreement is in writing, has been authorized by the County of Alpena, and signed by the Airport Manager or his designee.



May 3, 2024

Alpena County Regional Airport (APN)

**Snow Removal Equipment Procurement –
Snowplow Trucks (2)**

BID DOCUMENTS





Alpena County Regional Airport

Snow Removal Equipment Procurement – Snowplow Trucks (2)

Alpena County, Michigan

FAA Grant No.: 3-26-004-028-2023

RS&H No.: 1010-1976-004

Prepared by RS&H Michigan, Inc. at the
direction of Alpena County

TABLE OF CONTENTS

Title	Index of Pages
<u>Bid Information</u>	
Invitation to Bid	INV-1 thru INV-2
Instructions to Bidders	IB-1 thru IB-4
<u>Proposal Forms</u>	
Proposal Form	P-1 thru P-3
Proposal Affidavit	P-4
Proposal Guaranty	P-5
Surety's Bond Affidavit	P-6
Non-Collusion Affidavit	P-7
Affidavit of Compliance – Iran Economic Sanctions Act	P-8
Certification of Tax Delinquency	P-9
Bidder's Qualifications	P-10 thru P-11
References	P-12
Certificate of Buy American Compliance	P-13 thru P-15
Price Form	P-16 thru P-17
<u>Contract Forms</u>	
Equipment Purchase Agreement	A-1 thru A-5
<u>Mandatory Contract Provisions</u>	
Required Federal Contract Provisions:	
Access to Records and Reports	MCP-1
Breach of Contract Terms	MCP-1
Buy American Preference	MCP-2 thru MCP-5
Civil Rights – General	MCP-5
Civil Rights – Title VI Assurance	MCP-5 thru MCP-8
Clean Air and Water Pollution Control	MCP-9
Debarment and Suspension	MCP-9 thru MCP-10
Disadvantaged Business Enterprise	MCP-10 thru MCP-11
Distracted Driving	MCP-12
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment ...	MCP-13
Drug Free Workplace Requirements	MCP-13
Federal Fair Labor Standards Act (Federal Minimum Wage)	MCP-14
Lobbying and Influencing Federal Employees	MCP-15
Occupational Safety and Health Act of 1970	MCP-16
Procurement of Recovered Materials	MCP-17
Tax Delinquency and Felony Convictions	MCP-18
Termination of Contract	MCP-19 thru MCP-20
Trade Restriction Certification	MCP-21 thru MCP-22
Veteran's Preference	MCP-22
Domestic Preferences for Procurement	MCP-22

TABLE OF CONTENTS

Title Index of Pages

Technical Requirements

Snow Removal Equipment (Snowplow)..... TR-1 thru TR-11

By Reference Only

SAE International ARP5943 – Snowplows and Hitches

SAE International ARP6059 – Solid De-Icing/Anti-Icing Spreader for Airport Application

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INSTRUCTIONS TO BIDDERS

I. GENERAL

- A. Intent of Bid/Proposal.** It is the intent of this Request for Bids to define requirements in sufficient detail to secure comparable Bids. Bids shall be in accordance with Bid document requirements. Bids not conforming to the requested format or not in compliance with the specifications will be considered non-responsive.
- B. Bid/Proposal Costs.** The Bidder will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this bid/proposal. All materials and documents submitted in response to this bid/proposal become the property of the **Alpena County Board of Commissioners (Alpena County)** and will not be returned.
- C. Reserved Rights.** Alpena County reserves the right to reject any and all Bids/Proposals, to waive any irregularities in the Bids/Proposals received, and to accept the Bid/Proposal deemed most advantageous to the interest of Alpena County. Award of the contract shall be based on the low base bid. Add alternate items may be awarded at the discretion of Alpena County.
- D. Delivery of Equipment.** The equipment shall be packed in such a manner as to insure acceptance and safe delivery to the Alpena County Regional Airport. All costs must include delivery charges. Delivery of the equipment shall be not more than 280 days from the date of award of the contract. **Failure to deliver the equipment within 450 days will result in the assessment of liquidated damages in the amount of \$100.00 per calendar day.**
- E. Award.** Award of Contract is subject to the approval of Alpena County Board of Commissioners, and availability of funding.
- F. Compliance with Law**
1. The Bidder covenants and agrees that he/she and his/her agents and employees will comply with all municipal, state, and federal laws, applicable national and local codes, Alpena County rules and regulations applicable to the work to be conducted under this Agreement and that he/she shall obtain all necessary permits, pay all required fees and taxes, and otherwise perform these services in a legal manner. Alpena County rules and regulations are available on request. The Bidder is assumed to be familiar with all federal, state, and local laws, ordinances, Alpena County rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.
 2. Bidder certifies that all material, equipment, etc., contained in his/her proposal meets all OSHA requirements.
- G. General Bond Requirements:**
1. The Proposal Guaranty shall be as specified; only the Proposal Bond and Surety's Bond Affidavit as bound within these documents or a Cashier's Check is acceptable. Each separate proposal shall be accompanied by a Cashier's Check or Proposal Bond on the form provided herein in the amount of 5 percent (5%) of the total amount bid, made payable to the **Alpena County Board of Commissioners**. If a Proposal Bond is provided in lieu of a Cashier's Check, it must be accompanied by a valid Power of

Attorney indicating that the person signing the bond on behalf of the Surety has full legal authority to do so.

2. The amount of such bond or the check of the Bidder whose proposal is accepted shall be forfeited and paid to the Owner (All references to Owner contained herein shall mean the Alpena County Board of Commissioners) as liquidated damages if said Bidder fails to enter into a Contract with the Owner and to furnish the required executed Contracts, Certificates of Insurance and Performance and Payment Bonds within fifteen (15) calendar days after the date of the Notice of Award and Acceptance of the proposal.
3. Contract Payment and Performance Bonds shall be as specified; only the Payment and Performance Bonds and Surety's Bond Affidavit as bound within these Contract Documents are acceptable.

II. QUALIFICATION OF BIDDERS

- A. **Bidder must have at least five (5) years' experience building or distributing equipment of recent manufacture (the latest model of equipment) comparable to the equipment specified in this RFB.**
- B. **Bidder must be an authorized dealer or manufacturer of the equipment proposed in response to this RFB.**

III. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Alpena County 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.

IV. INTERPRETATIONS

- A. Each Bidder shall carefully examine the plans and the Contract Documents and all Addenda or other revisions and thoroughly familiarize himself with the detailed requirements prior to submitting a proposal. By submission of a bid, each Bidder acknowledges their agreement to the terms of the Contract Documents and other plans contained herein. Should a Bidder find discrepancies or ambiguities in, or omission from, the Contract Documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event, not later than seven days prior to receipt of bid, notify the Architect/Engineer **in writing** who will send written Addenda to all Bidders where necessary. Bidders shall not be entitled to rely upon any oral instructions or interpretations by the Architect/Engineer. All Addenda sent to Bidders will become a part of the Contract Documents. All written technical inquiries shall be directed to RS&H, Inc., G-3101 West Bristol Road, Flint, Michigan 48507, Attention David M. Joye, PE, (810) 496-6745, david.joye@rsandh.com. No allowance will be made after proposals are received for oversight by Bidder.

V. PREPARATION AND SUBMISSION OF PROPOSAL

A. Sealed proposals for the construction of the project generally described will be received until the time and date stated in the "Invitation to Bid."

B. The proposal shall be on the "Proposal Forms" provided; no other forms are acceptable.

C. Due to the allocation of funds, successful Bidders will be required to provide verified breakdown of costs of work in a manner acceptable to the Architect/Engineer and Owner.

D. Each proposal submitted shall be placed in a sealed opaque envelope plainly marked with the project numbers, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, shall be enclosed in an additional envelope and sent by registered mail with return receipt requested. The Owner will in no way be responsible for delays caused by the U.S. Postal service or any other deliverer of the proposal, or for delay caused by any other occurrence. No proposal will be considered unless received on or before the time and at the place designated in the "Invitation to Bid." Proposals received after the specified opening time shall be returned to the Bidder unopened. The envelope shall contain the signed original.

<u>Title</u>	<u>Page(s)</u>
Proposal Form	P-1 thru P-3
Proposal Affidavit	P-4
Proposal Guaranty	P-5
Surety's Bond Affidavit	P-6
Non-Collusion Affidavit	P-7
Affidavit of Compliance – Iran Economic Sanctions Act	P-8
Certification Regarding Tax Delinquency and Felony Convictions	P-9
Bidder's Qualifications	P-10 thru P-11
References.....	P-12
Buy America Certification	P-13 thru P-15
Price Form.....	P-16 thru P-17

E. The Bidder must submit his/her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated and the Bidder must state the price(s) in numerals. The unit prices shall govern.

F. Proposals shall be submitted as indicated in the "Proposal Form" and shall be signed in ink by an official of the firm submitting the proposal.

G. Erasures or other changes in a proposal shall be explained or noted over the signature of the Bidder.

H. Proposals containing reservations, conditions, omissions, unexplained erasures or alternations, items not required in the bid or irregularities of any kind may be rejected by the Owner.

I. Each proposal shall indicate the full business name and address of the Bidder and shall be signed by him/her with his/her usual signature.

J. A proposal submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership.

K. A proposal submitted by a corporation shall be executed in the legal name of the corporation and signed by the President or Vice President. The name of each person signing the proposal shall be typed or printed below the signature.

L. When requested by the Owner, a Power of Attorney or other satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished for the Owner's records.

M. The Bidder must supply all information required.

N. The following approvals are required and shall be submitted with the quotation package. If the proposed vehicle configuration does not include the specified component, the offeror shall be obligated to indicate it in the proposal:

- Motive engine installation approval by engine manufacturer (HP rating equal to or greater than that specified by the airport operator)
- Motive transmission approval by transmission manufacturer
- Chassis transfer case if applicable
- Axles (drive axles and non-drive axles)
- Hydraulic pumps
- Hydraulic motors
- Gear drives and gear boxes, all applicable power take-off devices (e.g., pump drives)
- Drive shafts shall have an application approval by the joint/shaft manufacturer

END OF SECTION

PROPOSAL FORM

TO: **Alpena County Board of Commissioners**
720 W. Chisholm Street, Suite 7
Alpena, Michigan 49707

PROJECT: **SNOW REMOVAL EQUIPMENT PROCUREMENT
– SNOWPLOW TRUCKS (2)**

COUNTY'S REPRESENTATIVE (to be contacted for additional information on this Proposal):

Steve Smigelski
(Name)

(989) 354-2907
(Telephone Number)

BIDDER: _____

BIDDER'S
ADDRESS: _____

DATE: _____

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this Proposal):

(Name)

(Telephone Number)

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons, or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that no member of the **Alpena County Board of Commissioners**, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this Contract. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Bidder further declares that he has carefully examined the Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

The undersigned hereby declares, as Bidder, that this Proposal is made on the behalf of

_____ (CONTRACTOR)

and no others without collusion on the part of any person, firm or corporation, that he/she has examined the Specifications and Form of Agreement and materials related thereto, and he/she proposes and agrees that if his/her bid as submitted in the attached Proposal schedule be accepted he/she will enter into a Contract to supply the equipment required and to complete the same within the stipulated time; and that the Bidder will accept in full payment therefore the prices named in said Proposal schedule. Said prices are to include, and cover the furnishing of all materials, except as otherwise provided in the Specifications, the performing of all the labor requisite or proper, and the providing of all necessary machinery, tools, apparatus, and other means of production; and the assembly and delivery of all the equipment in the manner set forth, described and shown in the Specifications and in the form of agreement.

Enclosed herewith is the Proposal Guaranty in the form specified in Section 20 of the General Provisions which is submitted as a guarantee of the good faith of the Proposal. The Bidder agrees that, upon receipt of notice to award, he/she will, within 15 days, execute the Contract in accordance with the Proposal as accepted, and satisfy the Contract bonding and insurance requirements stipulated in Section 30 of the General Provisions; and that upon his/her failure or refusal to do so, the Proposal Guaranty accompanying his/her bid shall be forfeited to and become the property of the OWNER as liquidated damages for such failure or refusal.

ADDENDA

The Bidder hereby acknowledges that he/she has received the following Addenda:

<u>Addenda No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____

TAXES

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, are included in the stated bid prices. It is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

NOTE: THE BID PRICES SET FORTH ON THE ATTACHED SHEETS SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT.

SIGNATURE ACKNOWLEDGES THAT: (Check One)

_____ Bid is in full compliance with the Specifications.

Signature also acknowledges that Bidder has read Alpena County's Purchasing Policies and agrees that the provisions thereof shall apply to this bid.

(CORPORATE SEAL)

ATTEST:

BIDDER:

Signature

Signature

By: _____

By: _____

Title: _____

Title: _____

PROPOSAL AFFIDAVIT

The following affidavit must be executed in order that your Proposal may be considered.

STATE OF _____)

COUNTY OF _____)

_____ of lawful age, being first duly sworn, upon his/her oath, deposes and says: That he/she executed the accompanying Proposal on behalf of the Contractor therein named, and that he/she had lawful authority so to do, and said Contractor has not directly or indirectly, entered into any agreement, expressed or implied, with any Contractor or Contractors, having for its object the controlling of the price or amount of such Proposal or any Proposals, the limiting of the Proposal of Contractors, the parceling or farming out to any Contractor or Contractors, to other persons of any part of the Contract or any of the subject matter of the Proposals, or of the profits thereof, and that he/she has not and will not divulge the sealed Proposal to any person whomsoever; except those having a partnership or other financial interest with him in said Proposal or Proposals, until after the sealed Proposal or Proposals are opened.

Signed: _____

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

My Commission Expires:

Notary Public

PROPOSAL GUARANTY

(Not to be filled in if a Cashier's check is submitted)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Bidder,

as Principal, and firmly bound unto the **Alpena County Board of Commissioners** in the sum of _____ dollars (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Proposal of _____ dollars (\$ _____) for the improvement of **Alpena County Regional Airport** for a period of one hundred and twenty (120) days after the date on which the bids are opened; and
2. Enters into the written contract and furnishes the required Certificates of Insurance, Payment and Performance Bonds, with Surety or Sureties acceptable to the **Alpena County Board of Commissioners**, within fifteen (15) days after notice that the said Proposal is accepted, then this obligation shall be void; otherwise the same shall be in full force and the full amount of this Proposal Bond shall be paid to the **Alpena County Board of Commissioners** as stipulated herein as liquidated damages.

Signed this ____ day of _____, 20 ____.

(PRINCIPAL MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY OR INDIVIDUAL)

Principal

THE PERSON SIGNING FOR THE PRINCIPAL SHALL, IN HIS/HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, HIS/HER OWN NAME AND HIS/HER TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

By: _____

Title

(Affix Surety's Corporate Seal)

Surety

SURETY'S BOND AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared who, being duly sworn, deposes and says that he/she is a duly authorized (resident) (non-resident) insurance agent, properly licensed under the laws of the State of _____, and the State of Michigan, to represent _____ of, a company authorized to make corporate surety bonds under the laws of the State of Michigan (the "Surety").

Said _____ further certifies that as agent or attorney-in-fact for the said Surety, he/she has signed the attached bond in the sum of _____ dollars (\$ _____) on behalf of _____

To the **Alpena County Board of Commissioners** covering the purchase of Snow Removal Equipment (Snowplow).

Said _____ Further certifies that the premium on the said bond is \$ _____ which will be paid in full directly to the Surety or to him as agent or attorney-in-fact, and included in his/her regular commission as agent or attorney-in-fact, for the execution of said bond and that his/her commission will not be divided with anyone except to _____ who is a duly authorized insurance agent properly licensed under the laws of the State of Michigan.

COUNTERSIGNED:

SURETY

Michigan Resident Agent

Attorney-in-fact

Address of Resident Agent

Acknowledgement for Attorney-in-fact

Address of Bond Company

Sworn to and subscribed before me

This ___ day of _____ 20____.

Phone Number

Notary Public, State of _____

Fax Number

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF MICHIGAN

COUNTY OF ALPENA

_____, being first duly sworn, deposes and says that:

1. (S)He is _____ of _____, the Bidder that has submitted the attached Bid;

2. (S)He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor anyone acting on behalf of the Bidder, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **Alpena County Board of Commissioners** or any person interested in the proposed Contract; and,

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or anyone acting on his/her/its behalf.

(Signature)

(Title)

Subscribed and Sworn to before me of this ____ day of _____
_____20_____

(Notary's Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____
County: _____

My commission expires: _____

**AFFIDAVIT OF COMPLIANCE-IRAN ECONOMIC SANCTIONS ACT
MICHIGAN PUBLIC ACT 517 OF 2012**

The undersigned, as owner or authorized officer of the below named contractor (CONTRACTOR), pursuant to the compliance certification requirement by the State of Michigan, and as referenced by the Alpena County Board of Commissioners (Alpena County) in the Request for Proposal (RFP) which you are receiving, hereby certifies, represents and warrants that the CONTRACTOR (including its Officers, Directors and Employees) is not an “Iran linked business” as defined by the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012 (THE ACT). And, that in the event CONTRACTOR is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an “Iran linked business” at any time during the course of performing the work or any services under the contract.

The CONTRACTOR further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater. The cost of Alpena County’s investigation and reasonable attorney fees may also be added in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on any request for proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

CONTRACTOR:

Name of Contractor

By: _____

Its: _____

Date: _____

STATE OF: _____ }

ss.

COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____, 20____

by _____.

Notary Public

_____ County, State of _____
My Commission expires: _____
Acting in the County of: _____

CERTIFICATION OF OFFER/BIDDER 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

- 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.
- 1) 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.

BIDDER'S QUALIFICATIONS

Failure to complete this form or provide the required information for verification of minimum qualifications may result in your Bid being deemed nonresponsive and rejected without further evaluation.

Note Bidder must submit information that substantiates how Bidder meets each of the required qualifications listed in this RFB. Bidders may record the minimum qualification information on this Form or provide the required information as an attachment. Also, provide a reference contact or document to verify each minimum qualification.

- 1. Minimum Qualification (a)** Bidder must have at least five (5) years' experience building or distributing equipment of recent manufacture (the latest model of equipment) comparable to the equipment specified in this RFB.

Describe how you meet this minimum qualification:

Verification: Provide reference contact information or documentation that show you meet the minimum qualification (attach additional information on a separate sheet(s) as necessary).

Company (that purchased equipment): _____

Client Name: _____ Title: _____

Client Contact: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

Company (that purchased equipment): _____

Client Name: _____ Title: _____

Client Contact: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

2. Minimum Qualification (b) Bidder must be an authorized dealer or manufacturer of the equipment proposed in response to this RFB.

Describe how you meet this minimum qualification:

Verification: Provide a copy of your company's authorization letter/certificate. Attach the document to your Bid.

_____ **YES**, the letter is attached.

_____ **NO**, the letter is not attached.

3. References

Bidder must provide at least five (5) current professional references from different firms/organizations for which this type of product/service has been provided. References must be able to verify Service Provider's experience to comply with the requirements of this bid/proposal. Failure to provide references with similar scope/product, successfully delivered may be grounds for disqualification.

Reference 1

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Reference 2

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Reference 3

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Reference 4

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Reference 5

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;

d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

PRICE FORM

PRICING: The price bid shall be all inclusive which means that all related expenses, including labor, travel, mileage, deliverables, tools, materials, equipment, supplies, training, etc. shall be factored into the unit prices below. Travel, including airfare, hotel, meals, and any other related accommodations are the Contractors responsibility and will not be reimbursed or paid for by the County of Alpena. **Award of the contract will be based on the BASE BID item only.** Add Alternate Bid options will be awarded at the discretion of the Alpena County Board of Commissioners.

No.	Description	Qty.	Unit of Meas.	Unit Price	Extended Price (Qty. x Unit Price)
BASE BID					
1	Snow Removal Equipment – Snowplow Truck	2	EACH	\$	\$
ADD ALTERNATE BID OPTIONS					
A1	Diagnostic Monitoring Equipment	1	LSUM	\$	\$
A2	Laser Guidance System	1	LSUM	\$	\$
A3	Rear View Camera	1	LSUM	\$	\$
A4	Lateral “G” Warning System	1	LSUM	\$	\$
A5	GPS/GIS Recording System	1	LSUM	\$	\$
A6	GPS/GIS Route Planning System	1	LSUM	\$	\$
A7	Spreader Warning Lights	1	LSUM	\$	\$
A8	Spreader Path Camera	1	LSUM	\$	\$
A9	Extended Warranty and Yearly Service Inspections	1	LSUM	\$	\$

DELIVERY GUARANTEED WITHIN _____ (450 max.) CALENDAR DAYS AFTER RECEIPT OF ORDER.

Year of Vehicle: _____

Manufacturer of Vehicle: _____

Model No. of Vehicle: _____

Gross Vehicle Weight: _____ Truck Height: _____ Truck Width: _____

Vehicle Engine Mfr. and Model No.: _____ Displace (in³): _____

Vehicle Engine Net Horsepower SAE: _____ Rated RPM: _____ Peak Torque: _____

Manufacturer of Transmission & Model No.: _____

Manufacturer of Transfer Case & Model No.: _____

Manufacturer of Snowplow & Model No.: _____

Manufacturer of Solid Material Spreader & Model No.: _____

Manufacturer of Liquid Material Spreader & Model No.: _____

Tire Designation: Front _____ Back: _____

Alternator Electrical Output: _____ amps and _____ amps

Total Capacity Battery Cold Cracking Power at 0° F: _____ amps

Fuel Tank Capacity: _____ gal. Hydraulic Oil Tank Cap.: _____ gal.

Axle Rating, Front: _____ lbs. Rear: _____ lbs.

WARRANTY – Years/Months/Miles/Hours

Vehicle Engine: _____

Transmission: _____

Chassis w/electrical: _____

Front Axle(s): _____

Rear Axle(s): _____

Solid Material Spreader: _____

Liquid Material Spreader: _____

Snowplow: _____

EQUIPMENT PURCHASE AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this ____ day of _____
2024, by and between

COUNTY OF ALPENA, MICHIGAN

hereinafter referred to as the "OWNER" and

hereinafter referred to as the "VENDOR," witnesseth:

That for and in consideration of the payment in the amount of \$ _____
to be made in accordance with the prices stipulated in the Proposal of the VENDOR, attached, the
VENDOR hereby agrees to furnish all tools, labor, equipment, and materials, and to furnish equipment
designated as:

Snow Removal Equipment Procurement – Snowplow Trucks (2)

1. Statement of Work: The Vendor shall furnish labor, material and equipment for, and perform the work described herein for the consideration stipulated, and in compliance with Federal, State and local laws. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties.
2. Indemnification and Insurance: Vendor shall indemnify and save and hold harmless Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred because of the acts or omissions of Vendor, its servants, agents employees, guests, and not caused by or arising out of the grossly negligent conduct of Owner or its employees. Nothing herein shall be construed as a waiver of Owner's rights with regard to governmental immunity. In addition, Vendor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Owner shall be named an additional insured in the minimum amount as specified herein. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, Vendor covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Vendor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing Vendor's compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Vendor shall immediately submit proof of compliance with the changed limits.

Additionally, the Vendor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In

case any such work is sublet, the Vendor shall require the subcontractor provide Workers Compensation Insurance for himself and any/all the latter's employees. Proof of insurance must be provided to Owner prior to the start of work.

Proof of all insurance shall be submitted to the County of Alpena.

3. Independent Vendor: In all matters pertaining to this agreement, Vendor shall be acting as an independent contractor, and neither Vendor, nor any officer, employee or agent of Vendor will be deemed an employee of the County of Alpena. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.
4. Compensation: For performing the services specified in herein, Owner agrees to reimburse Vendor according to the attached bid specification. Payment will not include any sub- contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Board approval.
5. Method of Payment: Vendor will invoice the County of Alpena for all current amounts earned under this Agreement. Owner will forward all invoices to MDOT for payment within forty-five (45) days after receipt.
6. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
7. Force Majeure: Any delays in or failure of performance by Vendor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Vendor, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Vendor. In the event that any event of force majeure as herein defined occurs, Vendor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.
8. Assignment: It is expressly agreed and understood by the parties hereto, that Vendor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.
9. Discrimination Prohibited: In performing the Services required herein, the VENDOR, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or physical disability or any other class of individuals protected by law. It is the Vendor's responsibility to ensure that the sub-contractor is in compliance with this section.

Further, if this is a Department of Transportation assisted contract, the Vendor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Vendor's responsibility to ensure that all sub-contractors are in compliance with these requirements as well. Failure by the Vendor 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 Owner deems appropriate.

10. Reports and Information: At such times and in such forms as the Owner may require, there shall be furnished to the Owner such statements, records, reports, data and information as the Owner may request pertaining to matters covered by this Agreement.
11. Audits and Inspections: At any time during normal business hours and as often as the Owner may deem necessary, there shall be made available to the Owner for examination all of Vendor's records with respect to all matters covered by this Agreement. Vendor shall permit the Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
12. Compliance with Laws: In performing the scope of services required hereunder, Vendor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
13. Changes: The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in Vendor's compensation, which are mutually agreed upon by and between the Owner and the vendor, shall be incorporated in written amendments to this Agreement.
14. Termination for Cause: If, through any cause, the vendor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the vendor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the vendor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this agreement is terminated for cause the vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder up to the date of termination.

Notwithstanding the above, the vendor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the vendor, and the Owner may withhold any payments to the vendor for the purposes of set-off until such time as the exact amount of damages due the Owner from the vendor is determined. This provision shall survive the termination of this agreement and shall not relieve the vendor of its liability to the Owner for damages, provided that the amount of such damages shall not exceed the total compensation provided for in this agreement.

15. Termination for Convenience: The Owner may terminate this Agreement at any time by giving at least fifteen (15) days of notice in writing to the Vendor. If the Agreement is terminated by the Owner as provided herein, Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Vendor covered by this

Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Vendor, Section 15 hereof relative to termination shall apply.

16. Vendor to Pay or Secure Taxes: The Vendor in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Vendor's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, Owner may withhold from any payment due the vendor hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Vendor is liable.
17. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
18. Non-Appropriation: Should funding become unavailable, due to lack of appropriation or lack/denial of FAA AIP funding, the Owner may terminate this agreement upon 15 (fifteen) days of notice.
19. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. No term contained herein can be changed except upon the mutual written agreement of the parties.
20. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Michigan.
21. Approval Required: This Agreement shall not become effective or binding until signed by the County of Alpena.
22. Acceptance and Final Payment: Upon receipt of notice that the material and/or equipment is ready for final acceptance and inspection, the Owner's representative will make such inspection and when they find the work acceptable and the contract fully performed, they will have the Vendor issue a final payment request.

WITNESS OUR HANDS, this ____ day of _____, 2024.

FOR THE OWNER:

FOR THE CONTRACTOR:

ALPENA COUNTY BOARD OF COMMISSIONERS

_____(Seal)
(Company Name)

By: _____
(Signature)

By: _____
(Signature)

(Name) (Title)

(Name) (Title)

ATTEST

By: _____
(Signature)

By: _____
(Signature)

Secretary

Secretary

* Contractor must indicate whether Corporation, Partnership, Company or Individual.

The person signing shall in their own handwriting sign the principal's name, their own name, and their title. Where the person signing for a corporation is other than the President or Vice President, they must, by affidavit, as contained herein show their authority to bind the corporation.

END OF AGREEMENT

APPENDIX A – CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

ACCESS TO RECORDS AND REPORTS

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.

BREACH OF CONTRACT TERMS

2 CFR Part 200, Appendix II(A)

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor 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 Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor 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.

BUY AMERICAN PREFERENCE

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)

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA’s Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

¹ Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

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- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

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.

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

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

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

CIVIL RIGHTS – TITLE VI ASSURANCE

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, [select businesses, or disadvantaged business enterprises or airport concession 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);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure 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.
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.

CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

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.

DEBARMENT AND SUSPENSION

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

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.

DISADVANTAGED BUSINESS ENTERPRISE

49 CFR Part 26

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor 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.

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 30 days from the receipt of each payment the prime contractor receives from the Michigan Department of Transportation or Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 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.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

The prime contractor must not terminate a DBE subcontractor listed in response to this solicitation (or an approved substitute DBE firm) without prior written consent of the Sponsor. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Sponsor. Unless Sponsor consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Sponsor may provide such written consent only if the Sponsor agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Sponsor its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Sponsor, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Sponsor and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Sponsor should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), The Sponsor may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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)].

DRUG FREE WORKPLACE REQUIREMENTS

49 CFR Part 32

Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended)

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 to 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.

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

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.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 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.

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))

PROCUREMENT OF RECOVERED MATERIALS

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

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

CERTIFICATION OF OFFEROR/BIDDER 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

- 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 OF CONTRACT

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

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 Contractor 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 (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR Part 30

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.

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.

VETERAN'S PREFERENCE

49 USC § 47112(c)

VETERAN'S PREFERENCE

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.

DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

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.

TECHNICAL REQUIREMENTS SNOW REMOVAL EQUIPMENT – SNOWPLOW TRUCKS (2)

PART 1 - GENERAL

This specification is the basis for procurement of two heavy-duty snow and ice removal vehicles. The units shall include a combination of carrier vehicle, snowplow, scraper, solid material spreader, and liquid material spreader intended for removing snow and ice from airport operational areas, including runways, taxiways, and apron areas.

1. RELATED INFORMATION.

- A. FAA Advisory Circular *150/5220-20A Airport Snow and Ice Control Equipment*
- B. SAE International *ARP5943 Snowplows and Hitches*
- C. SAE International *ARP6059 Solid De-Icing/Anti-Icing Material Spreader for Airport Application*

2. REQUIREMENTS.

The Snowplow Trucks shall meet the requirements of Federal Aviation Administration Advisory Circular (AC) 150/5220-20A, *Airport Snow and Ice Control Equipment* and be in accordance with SAE International ARP5943, *Snowplows and Hitches*, and SAE International ARP6059, *Solid De-Icing/Anti-Icing Material Spreader for Airport Application*.

This specification is intended to identify the technical requirements for carrier vehicles equipped with snowplow, underbody-mounted scraper, solid material spreader, and liquid material spreader. The vehicles, equipped with snowplow, scraper, solid material spreader, and liquid material spreader, shall meet the requirements of FAA AC 150/5220-20A as amended by SAE ARP5943, SAE ARP6059, and as modified by this specification.

3. SYSTEM DESCRIPTION.

The snowplow configuration shall utilize an all-wheel drive conventional carrier vehicle unit with front mounted snowplow, underbody-mounted scraper, and rear mounted solid and liquid material spreaders. The carrier vehicle shall be a traditional truck style vehicle. Prototype vehicles shall not be allowed.

The snowplow trucks shall have the ability to operate at forward speeds of at least 40 mph.

All parts and components of this equipment shall be designed and manufactured to be of the size, material, and strength necessary to sustain the specified performance operating in all snow removal conditions with minimum wear and failure.

4. BID SUBMITTALS.

Each Bidder shall submit with his bid two copies of complete documentation and illustrative descriptions, to include certifications, brochures, catalogue cut sheets and technical data, of the equipment offered to demonstrate that the equipment will meet the requirements of the technical specifications. The documentation to be submitted with the bid shall be for current production components and equipment and shall be dated no more than five years prior to the bid opening.

Brochures, catalogue cut sheets, dimensioned drawings, illustrations, and technical data submitted with the bid shall not be considered as notices of exception to the technical specifications. The Bidder shall identify each item or component of the proposed equipment that fail to comply with the technical specifications and submit this information with his bid.

5. SHOP DRAWINGS AND PRODUCTION SCHEDULE.

Within sixty calendar days of the effective date of the Contract, the Vendor shall provide to the Owner complete shop drawings of all system components and operating systems comprising the equipment to be provided.

Within sixty calendar days of the effective date of the Contract, the Vendor shall provide to the Owner a production schedule indicating the dates of substantial completion of each major component and operating system. The schedule shall also indicate the dates of final completion, testing, shipment, and delivery of the equipment.

6. OPERATIONAL STANDARDS AND TESTING.

Each Bidder shall certify that the equipment offered complies with the performance requirements of FAA Advisory Circular 150/5220-20A, *Airport Snow and Ice Control Equipment*, SAE ARP5943 *Snowplows and Hitches*, SAE ARP6059 *Solid De-Icing/Anti-Icing Material Spreader for Airport Application*, and this specification. Each Bidder shall submit the certification with the bid. Equipment testing shall be conducted on standard production models.

7. DELIVERY.

A. Preparation for Delivery:

1. Shipment. The equipment shall be packed in such a manner as to insure acceptance and safe delivery to the designated point.
2. Marking for shipment shall be in accordance with the instructions issued by the Purchaser.

B. Field Testing, Startup and Operations, and Maintenance Training. A qualified field service technician or manufacturer's representative is required to provide commissioning, startup, and field testing of the equipment at the Airport to verify operation and performance in conformance with the specifications and intended use. The factory qualified representative shall provide training for at least 6 employees. Training shall include 16 hours for operators and an additional 8 hours of mechanics training.

Training sessions shall include both in the field and classroom environments and shall encompass proper operation and maintenance of the equipment provided. Training shall be focused on use of operations and maintenance manuals provided by the Vendor and other appropriate presentation material. The Vendor shall provide the Owner a detailed agenda of training sessions not less than 14 days in advance of the agreed upon training date.

Upon delivery, the Vendor shall coordinate with the Owner to arrange an exact timeframe for the commissioning, startup, and field testing of the vehicle, as well as the required training sessions. The vehicle warranty period is activated following the completion of all these commissioning, testing, and training requirements.

for warranty service and parts that is available 24 hours per day, 7 days per week, 365 days per year. Bidder shall submit complete warranty information with the bid.

The Bidder shall include with its bid a warranty statement that will include the following as a minimum:

- a) Duration of warranty period of vehicle, engine, transmission etc.
- b) Warranty procedure
- c) Disclaimers
- d) All component manufacturer warranties, which exceed the basic carrier vehicle warranty, shall also be included in the bid.

Upon notice, the manufacturer or factory-authorized dealer shall promptly replace or repair all defective or damaged items according to the guarantee stated in this specification. All charges and or/expenses occurred in the delivery, installation or return of parts under the guarantee provisions of this specification shall be the sole responsibility of the manufacturer/factory-authorized dealer.

PART 2 - REFERENCES

1. APPLICABLE DOCUMENTS.

Documents and publications referenced or described in FAA Advisory Circular *150/5220-20A Airport Snow and Ice Control Equipment*, SAE ARP5943 *Snowplows and Hitches*, and SAE ARP6059 *Solid De-Icing/Anti-Icing Material Spreader for Airport Application* are incorporated by reference.

2. DEFINITIONS.

Definitions shall be per AC 150/5220-20A, SAE ARP5943, and SAE ARP6059.

PART 3 - INTENT

The carrier vehicles shall be designed for one-person operation and shall have the ability to operate at forward speeds of at least 40 mph during snow removal operations on ramps, taxiways, and runways. The design of these units shall ensure positive tire-to-ground tractive effort while plowing and doing full wall-to-wall turning circle of 75-feet or less.

1. OPERATING CONCEPT.

The operating concept is that a single operator can operate a snowplow and material spreader (liquid or solid) simultaneously to clean the surface to bare pavement.

2. SIMULTANEOUS OPERATION.

Typically, the snowplow and material spreader will be operating simultaneously.

PART 4 - TECHNICAL REQUIREMENTS

1. GENERAL DESCRIPTION.

The vehicles shall be a Front Mount configuration. The units shall include a combination of carrier vehicles, snowplow, scraper, solid material spreader, and liquid material spreader intended for removing snow and ice from airport operational areas, including runways, taxiways, and apron areas.

C. Operations and Maintenance Manuals. The Vendor shall provide, at the time of delivery of equipment to the Owner, one complete set of the following documentation as part of the Operations and Maintenance Manuals requirements in accordance with the standard commercial practices applicable to the carrier vehicle, snowplow, and the solid and liquid material spreaders furnished under this contract. Each set shall include one copy each of:

1. Operator's Manual with lubrication chart. Operator's Manual shall be a printed document.
2. Maintenance and Service Manual. All applicable service manuals, to include service and repair manuals for all assemblies and subassemblies such as power plant, drive system, hydraulic system, etc. Maintenance and Service Manual shall be a printed document.
3. Parts Manual. All parts not originally fabricated by the manufacturer of the carrier vehicle shall be cross-referenced by the original manufacturer's name and number as well as the supplier's number.
4. Provide electronic media for Manuals on USB flash drive.
5. Internet Access. If available, provide internet access to parts manuals.
6. Electrical schematics. Electrical schematics shall be provided in both hard copy and electronic format.
7. Operator Video. If available, provide a video for operator training of all features of the unit.

Refer to SAE ARP5943 Section 10 and SAE ARP6059 Section 3.18 for further requirements.

D. Main Component List. The manufacturer shall provide a dedicated (by VIN) component list for each unit delivered. The component list shall be itemized and list each main system component. The list shall include but not be limited to items such as engine(s), transmission, main hydraulic system components, drive gear boxes, axles, brakes, alternators, batteries, belts, and filters, etc. The list shall provide the description, manufacturer, part number, and quantity required. The serial number of the engine, transmission, drive gear boxes and axles installed on the subject machine shall be provided. The list shall be provided prior to shipping the equipment. The complete unit and all components shall be newly manufactured and unused. The Owner shall reject any component found to be used, or not of current production. The Vendor (Bidder) will replace the component in question with an appropriate and acceptable new replacement component at his own expense.

8. WARRANTY.

The carrier vehicles shall be warranted for a minimum one (1) year per the manufacturer's standard warranty. The material spreaders, both liquid and solid spreaders, shall be warranted "bumper-to-bumper" against defective materials, workmanship, and performance deficiencies for a minimum period of three (3) years, per the requirements of SAE ARP6059 paragraph 3.22. The material spreader units shall also be warranted for ten (10) years against structural failure or corrosion resulting in loss of structural integrity of any component per the requirements of SAE ARP6059 paragraph 3.22.

The successful Bidder shall be responsible for warranty work on all equipment and components, including attachments and non-factory parts. Provide point of contact name and telephone number

2. MINIMUM PERFORMANCE REQUIREMENTS.

- A. Operating Speed.** The snowplow and material spreaders shall have an operating speed of at least 40 mph.
- B. Traction Unit (Chassis) & Engine Performance.** For carrier vehicle controllability and safety, all-wheel drive is required. The engine shall develop sufficient torque and horsepower to meet normal operational requirements.
- C. Snow Moving Capacity.** The snowplows shall be capable of clearing 3-6 inches of snow having a density of 25 pounds per cubic foot with a plow cutting edge angle set at 37 degrees.
- D. Snowplow Configuration.** Front-mounted configuration with the main snowplow preceding the carrier vehicle allowing the operator to observe the area being plowed. Snowplow shall also be equipped with an underbody-mounted scraper.
- E. Plow.** Front-mounted power reversing plow (meeting the requirements of SAE ARP5943 Section 4.1) shall be 24 feet wide, with polyethylene moldboard with flared ends and a non-metal cutting edge. Moldboard shall meet the requirements of SAE ARP5943 paragraph 4.1.1d.
- F. Scraper.** Underbody-mounted scraper (meeting the requirements of SAE ARP5943 Section 6) shall be a three-function scraper, 12 feet wide, with a minimum moldboard height of 18 inches and a tungsten carbide cutting edge.
- G. Solid Material Spreader.** Eight cubic yard chassis mounted hopper and spreader with a minimum material spreader width of 60 feet. The manufacturer shall determine if single or dual spinners are required to meet this minimum requirement.
- H. Liquid Material Spreader.** 1,000-gallon chassis mounted supply tank, pump, and flow rate monitor. Fold-out spray bars are required so the unit is compact enough for storage in the airport's maintenance building.
- I. Performance Certification.** The manufacturer shall submit with the bid certified test results, conducted and certified by a PE or an officer of the company, certifying that the carrier vehicle, snowplow, and material spreaders meet the minimum operational standards and compliance testing requirements of FAA AC 150/5220-20A Chapter 8, and all testing requirements outlined in SAE ARP 5943 and SAE ARP 6059.

PART 5 - EQUIPMENT

This specification is intended to identify the technical requirements for a carrier vehicle, snowplow, scraper, solid material spreader, and liquid material spreader. The carrier vehicle, snowplow, scraper, solid material spreader, and liquid material spreader shall meet the requirements of AC 5220-20A as amended by SAE ARP5943, SAE ARP6059, and as modified by this specification.

1. BASE BID SELECTIONS

The following section summarizes Specification Selections from AC 150/5220-20A. In addition to supplying a vehicle meeting the minimum requirements described in Part 4 of this specification, the following equipment is standard and must be included in the base bid price. The carrier vehicle, snowplow, scraper, solid material spreader, and liquid material spreader shall meet the requirements of FAA 150/5220-20A, SAE ARP5943, SAE ARP6059, and as modified below.

A. General Carrier Vehicle

- **Engine/Transmission.**
 - o Minimum Engine Horsepower: see SAE ARP5943 Figure 2
 - o Engine oil pan heater (300 watt unit).
 - o Plug-in, weatherproof, engine block heater.
 - o Plug-in, weatherproof, hydraulic oil tank heater.
 - o Ether cold starting system – engine ECM controlled.
 - o 60/40 coolant mixture to -50 degrees Fahrenheit.
 - o Transmission type: Automatic.
- **Electrical System (SAE ARP6059 Paragraph 3.4).** The vehicle's electrical system shall be 12 or 24-volt electrical and starting.
- **Cab.** Cab shall be both air conditioned and heated, with windshield defroster, and sliding windows on the cab doors. Cab shall be properly insulated so as to reduce sound levels inside the cab to below 85dBa. Exterior mirrors shall be electrically heated, operator selectable on/off from within the cab. Hood shall be contoured to provide maximum visibility to the snowplow operator.
- **Seats.** Heated driver seat.
- **Infrared Pavement Sensor (SAE ARP6059 Paragraph 3.16.4).** Infrared pavement temperature sensor complete with ambient temperature sensor and dew point indicator required. Sensor to be provided on chassis.
- **Stability System (SAE ARP6059 Paragraph 3.16.9).** Stability augmentation system for carrier vehicle to reduce the chance of loss of control or vehicle rollover required.
- **Spare Rim and Tire.** Vender shall supply one rim and tire for each distinct configuration.
- **Communications Equipment.** In addition to wiring, provide and install one Mobile VHF Air Band Transceiver, with frequency range of 118.000-136.992 MHz, mounted in the cab with roof top antenna and mounted external speaker.
- **Vehicle Safety.** In addition to wiring, provide and install a revolving/flashing yellow (amber) beacon mounted on top of vehicle and a reverse alarm that is both audible and switchable.

Beacon shall meet requirements of SAE ARP6059 Paragraph 3.4. Additionally, vendor to supply and install one (1) in-vehicle fire extinguisher.

- **Specialized Tools.** Base Bid not to include computers and electronic diagnostic machines. See Bid Alternatives.
- **Painting.** Carrier vehicle shall be painted per the requirements of ARP6059, paragraph 3.13.1, and in accordance with FAA AC 150/5210-5 (latest edition). Hoppers and other components of stainless steel or other non-corrosive materials may remain unpainted. Decals, logos, striping, and other makings will be installed by manufacturer/bidder prior to delivery.

B. Snowplow (The following refer to SAE ARP5943 paragraph numbers unless otherwise noted)

- **4.1.9 Caster Wheel Assemblies.** Caster wheels shall be manufacturer standard offering meeting the weight and performance requirements of the tire manufacturer.
- **8.1.2.a Quick Hitch.** Quick hitch type required. The plow and hitch shall be furnished with a quick hitch that can be easily attached or detached by one person in less than 10 minutes. The quick hitch supplied must be compatible with other quick hitches presently in service at the airport.
- **Moldboard Coatings (FAA 150/5220-20A Paragraph A2-4.a).** Polyurethane nonstick coating(s) applied to the face of the moldboard to reduce skin friction required.
- **Snow Deflector Shield (FAA 150/5220-20A Paragraph A2-4.b).** Snow deflector shield required.

C. Material Spreaders (The following refer to SAE ARP6059 paragraph numbers unless otherwise noted)

- **3.9 Distribution Control System.** System shall be Type 1 – Ground speed-controlled distribution system.
- **3.10 Hopper Screens.** Hopper screens shall be Type 2 – Heavy duty.
- **3.11 Pre-Wetting System.** Pre-wetting system required. The pre-wetting system shall include mounted liquid tanks capable of wetting not less than a full load of dry material at the maximum rate of 30% liquid pre-wetting to 70% solid. Pre-wetting must provide for a range of from 2 gal/ton of dispensed material to at least 30 gal/ton of dispensed material.
- **3.16.10 Tarpaulin.** Weatherproof tarpaulin system to cover the solid material spreader hopper required.
- **3.16.11 Fire Hose Connection.** Hopper fire hose connection point to allow for flushing of material spreader required.
- **3.16.12 Detachable Spreader.** Detachable spreader mechanism required.
- **3.16.15 Crash Guards.** Rear bumper or crash guards required to prevent or minimize damage to spreader mechanism in backing operations.

- **3.16.16 Ladder.** Bolt-on or easily removable ladder or access system mounted on the unit required.
- **3.16.17 Off-Vehicle Storage.** Off-vehicle storage stand to hang or support spreader during off season required.
- **3.16.18 Lubrication.** A centralized automatic lubrication system is required.
- **Belt Over Chain (FAA 150/5220-20A Paragraph A2-5.a.(2)).** Belt over chain system required.

2. ADD ALTERNATE SELECTIONS

The following are additional equipment that will be bid as separate add alternates. Vendor shall provide bids for the following: (The following refer to SAE ARP6059 paragraph numbers unless otherwise noted)

- 1) **Diagnostic Software/Equipment for Monitoring Systems and Faults.** This refers to any additional equipment or software that is specialized or is not standard onboard equipment which would already be included in the base bid.
- 2) **3.16.1 Guidance System.** Laser guidance system to assist the operator in maintaining a path down runways or taxiways.
- 3) **3.16.2 Rear View Camera.** Color rear-view camera and monitor system consisting of a monitor (minimum 6-inch) in the cab and a camera at the rear of the unit facing the rear. It shall be operator selectable on / off. It shall automatically turn on when chassis is shifted into reverse. A flood light at rear shall also be supplied which automatically turns on with the camera. Shielding shall also be supplied to prevent snow build-up on the camera.
- 4) **3.16.3 "G" Warning System.** Lateral "G" warning system to alert driver when approaching tip-over danger condition.
- 5) **3.16.5 GPS/GIS Recording System.** GPS/GIS recording system for documenting environmental management practices.
- 6) **3.16.6 GPS/GIS Preplanned Route System.** GPS/GIS preplanned template rout system to provide the ability to create templated spreading routes.
- 7) **3.16.13 Warning Lights.** Spreader warning lights as outlined in the paragraph to alert others that the unit is operational.
- 8) **3.16.14 Spreader Path Camera.** Color camera to display the actual dispersion of materials onto the pavement surface.
- 9) **Extended Warranty and Yearly Service Inspections.** Vendor shall provide an additional two (2) year extended warranty for the carrier vehicle. Additionally, Vendor shall arrange at their expense for a factory authorized service representative to perform a complete vehicle service inspection at the Airport's facility, at 11, 23, and 35 months after final vehicle acceptance has occurred. The Owner reserves the right to request the Vendor to complete similar inspections prior to the expiration of any extended warranties. The Owner shall receive a copy of

evaluation within ten (10) days of inspection and the Vendor will conduct any corrective action in a timely and professional manner in accordance with the stated guarantee and warranty.

PART 6 - METHOD OF MEASUREMENT

BASE BID

1. SNOWPLOW FOR AIRFIELD SNOW REMOVAL

Snowplow shall be measured per lump sum for a fully functional snowplow for airfield snow removal including heavy-duty carrier vehicle, snowplow, underbody-mounted scraper, solid material spreader, and liquid material spreader as identified in the Bid Schedule.

ADD ALTERNATE BID OPTIONS

A1 DIAGNOSTIC MONITORING EQUIPMENT

Diagnostic monitoring equipment will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternative Selection item 1).

A2 LASER GUIDANCE SYSTEM

Laser guidance system will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternative Selection item 2).

A3 REAR VIEW CAMERA

Rear-view camera will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternative Selection item 3).

A4 LATERAL "G" WARNING SYSTEM

Lateral "G" warning system will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternative Selection item 4).

A5 GPS/GIS RECORDING SYSTEM

Environmental GPS/GIS system will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternative Selection item 5).

A6 GPS/GIS ROUTE PLANNING SYSTEM

Route planning GPS/GIS system will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternative Selection item 6).

A7 SPREADER WARNING LIGHTS

Spreader warning lights will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternative Selection item 8).

A8 SPREADER PATH CAMERA

Spreader path camera will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternative Selection item 9).

A9 EXTENDED WARRANTY AND YEARLY SERVICE INSPECTIONS

The cost for the extended warranty and yearly inspections will be measured per lump sum. The lump sum shall include all requirements described above in Add Alternate Selection Item 10).

PART 7 - BASIS OF PAYMENT

BASE BID

1. SNOW REMOVAL EQUIPMENT (SNOWPLOW)

The Vendor shall be paid the unit price for heavy-duty carrier vehicles with snowplow, underbody-mounted scraper, solid material spreader, and liquid material spreader for airfield snow removal delivered to Alpena County Regional Airport in Alpena, Michigan. Payment shall include costs for all expenses, including labor, travel, mileage, deliverables, tools, materials, equipment, supplies, training, equipment delivery, shipping, etc. necessary to provide equipment detailed in SAE specifications ARP5943 *Snowplows and Hitches* and ARP6059 *Solid De-Icing/Anti-Icing Material Spreader for Airport Application* to include Carrier Vehicle, Snowplow, Solid Material Spreader, and Liquid Material Spreader with the Minimum Performance Requirements and all options detailed in Base Bid Selections.

Payment will be made as follows:

- A. Progress Payment Number 1. The first Application for Payment will be submitted after delivery of the equipment has been accepted by Owner and will be accompanied by a bill of sale and other documentation satisfactory to Owner warranting that Owner has received the equipment free and clear of all liens, charges, security interests and encumbrances and Field Testing and Startup Services have been completed and accepted by Owner and Operations and Maintenance Manuals have been delivered to Owner. Such documentation shall include releases and waivers from all parties who, during Vendor's performance under the Procurement Documents, might have obtained or filed any such lien, charge, security or encumbrance. In the case of multiple deliveries of equipment, additional Applications for Payment will be submitted as Owner accepts delivery of additional items of the equipment. For Progress Payment Number 1, Owner shall pay to Vendor an amount equal to 95% of the Contract Price. Vendor may make application for Progress Payment Number 2 or Final Payment after completion of the initial 60-day operational period.
- B. Final Payment. Vendor may make application for Progress Payment Number 2 or Final Payment after completion of the initial 60-day operational period. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall, within 60 days after receipt thereof, pay Vendor the amount due less any sum Owner is entitled to set off, including but not limited to liquidated damages to which Owner is entitled.

ADD ALTERNATE BID OPTIONS

A1 DIAGNOSTIC MONITORING EQUIPMENT

The vender shall be paid one lump sum to provide all diagnostic monitoring equipment described in add alternate scope paragraph above.

A2 LASER GUIDANCE SYSTEM

The vender shall be paid one lump sum to provide a laser guidance system described in add alternate scope paragraph above.

A3 REAR VIEW CAMERA

The vender shall be paid one lump sum to provide all rear-view camera equipment described in add alternate scope paragraph above.

A4 LATERAL “G” WARNING SYSTEM

The vender shall be paid one lump sum to provide all lateral “G” warning system equipment described in add alternate scope paragraph above.

A5 GPS/GIS RECORDING SYSTEM

The vender shall be paid one lump sum to provide all environmental GPS/GIS system equipment described in add alternate scope paragraph above.

A6 GPS/GIS ROUTE PLANNING SYSTEM

The vender shall be paid one lump sum to provide all route planning GPS/GIS system equipment described in add alternate scope paragraph above.

A7 SPREADER WARNING LIGHTS

The vender shall be paid one lump sum to provide all spreader warning lights and equipment described in add alternate scope paragraph above.

A8 SPREADER PATH CAMERA

The vender shall be paid one lump sum to provide all spreader path camera equipment described in add alternate scope paragraph above.

A9 EXTENDED WARRANTY AND YEALRY SERVICE INSPECTIONS

The vendor shall be paid one lump sum to provide an extended warranty and yearly inspections as described in add alternate scope paragraph above.

END SECTION