

# **BID PACKAGE**



**AIRPORT SNOW REMOVAL CARRIER VEHICLE  
WITH ATTACHMENTS  
FOR THE  
BISHOP AIRPORT**

**A COUNTY OF INYO AVIATION FACILITY  
BISHOP, CALIFORNIA**

**AIRPORT IMPROVEMENT PROGRAM  
FAA AIP GRANT NO. #3-06-0024-0XX-2020**

**Inyo County Public Works Department**

**AIRPORT SNOW REMOVAL CARRIER VEHICLE WITH  
ATTACHMENTS  
FOR THE  
BISHOP AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM  
FAA AIP GRANT NO. #3-06-0024-0XX-2024**

**Sections:**

NOTICE INVITING BIDS

BID PROPOSAL FORMS

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TECHNICAL SPECIFICATIONS

**COUNTY OF INYO  
PUBLIC WORKS DEPARTMENT  
NOTICE INVITING BIDS  
FAA AIP GRANT NO. #3-06-0024-0XX-2024**

The Inyo County Public Works Department is soliciting bids for:

**AIRPORT SNOW REMOVAL CARRIER VEHICLE WITH ATTACHMENTS  
FOR THE  
BISHOP AIRPORT**

703 Airport Road, Bishop, California 93514

Agreement and Technical Specifications may be obtained from the Inyo County website at: <https://www.inyocounty.us/services/county-administration/bid-request-rfp>. Only registered plan holders will receive any addenda to the bid packages. If a bidder does not acknowledge any and all addenda in the bid, the bid proposal may be rejected.

**Bids must be delivered in a sealed envelope clearly marked thereon with the bidder's name and address, the word BID, and the title:**

**AIRPORT SNOW REMOVAL CARRIER VEHICLE WITH ATTACHMENTS FOR THE  
BISHOP AIRPORT**

To be considered, **bids must be received by the Assistant Clerk of the Inyo County Board of Supervisors, 224 N. Edwards Street (mailing address: P.O. Box N), Independence, CA 93526 at or before 3:30 P.M., on July 10, 2024** after said time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

**AIRPORT SNOW REMOVAL CARRIER VEHICLE WITH ATTACHMENTS FOR THE  
BISHOP AIRPORT**

**Bid Description:** The base bid includes an all-wheel drive industrial tractor carrier vehicle with loader. Snow removal attachments will be bid as additives to the base bid. Attachments include a 8' wide hydraulically driven rotary broom, a 7' wide hydraulically driven rotary snow blower and a 12' wide multi-function ramp plow.

The purchase order award, if awarded, will be based on lowest responsible bid total price for the base bid and selected additives, and the stated time of delivery date, whichever is in the best interests of the County of Inyo.

The equipment purchase is included in Airport Improvement Program Grant No. 3-06-0024-0XX-2024 which is being undertaken by the County of Inyo in accordance with the terms and conditions of a financial grant agreement between the County and the United States, under the Airport and Airway Safety and Capacity Enhancement Act of 1997. Inyo County, 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 any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

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

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

The Bidder is advised of the Federal Contract Provisions, included in this bid solicitation, and incorporated by reference into the purchase order agreement. The Bidder shall comply with all such requirements.

Inyo County reserves the right at any stage of these proceedings to reject any or all bids or to waive any immaterial defect in any bid if it is deemed to be in the best interest of the County.

County of Inyo  
Public Works Department



\_\_\_\_\_  
Ashley Helms, Deputy Director of Public Works

Dated: June 2024

# BID PROPOSAL FORM

To: COUNTY OF INYO  
Public Works Department  
(Herein called the "Owner")

From: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Herein called the "Bidder")

**FOR: AIRPORT SNOWPLOW VEHICLE**

**FOR THE**

**BISHOP AIRPORT**

Bids will be opened at 3:30 P.M., on July 10, 2024 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526. To submit a bid by USPS, please use the address: PO Drawer N, Independence, CA 93526.

This bid includes all costs for all equipment, materials, taxes, insurance, shipping, and other related functions to provide everything required by, and in accordance with, the bid documents.

In submitting this bid, it is understood that:

1. The notice inviting bids; these bid proposal forms; the purchase order; federal provisions; technical specifications; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
4. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
5. Quote on each item separately. Prices should be stated in units specified herein.
6. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. Delivery is preferred within 10 months of signed purchase order and will be made no later than 13 months after order unless otherwise stated under 'Deliver Time' on the Dealer Bid Sheet. A penalty of \$100/day will be assessed against the total bid price for orders that do not meet the dealer specified delivery time. The bidder is required to submit a bid for all the items included in the bid schedule.
7. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
8. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

ACQUIRE SRE - AIRPORT SNOW REMOVAL CARRIER VEHICLE WITH ATTACHMENTS  
FOR THE BISHOP AIRPORT

Bid Proposal Form

9. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
10. Quotations are subject to acceptance at any time within ninety (90) days after opening date, unless otherwise stipulated.
11. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
12. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where shipping papers show the consignee as County of Inyo, as such, papers may be accepted by the carrier as proof of the exempt character of the equipment.

**BID SCHEDULE**

ITEM DESCRIPTION	BID PRICE
<b>BASE BID</b>	
All-wheel drive carrier tractor with loader	\$
Delivery to 703 Airport Road, Bishop CA	\$
CA Sales Tax (7.75%)	\$
One (1) day vehicle operation and maintenance training at Bishop Airport	\$
<b>TOTAL BASE BID</b>	<b>\$</b>
<b>BID ADDITIVES:</b>	
<b>BID ADDITIVE 1: 7' wide hydraulically driven front mount rotary snow blower</b>	
7' wide hydraulically driven front mount rotary snow blower	\$
Delivery to 703 Airport Road, Bishop CA	\$
CA Sales Tax (7.75%)	\$
<b>TOTAL BID ADDITIVE #1</b>	<b>\$</b>
<b>BID ADDITIVE 2: 8' Hydraulically driven front mount rotary broom</b>	
8' wide hydraulically driven front mount rotary broom	\$
Delivery to 703 Airport Road, Bishop CA	\$
CA Sales Tax (7.75%)	\$
<b>TOTAL BID ADDITIVE #2</b>	<b>\$</b>
<b>BID ADDITIVE 3: 12' wide multi-function ramp plow</b>	
12' wide multi-function ramp plow	\$
Delivery to 703 Airport Road, Bishop CA	\$
CA Sales Tax (7.75%)	\$
<b>TOTAL BID ADDITIVE 3</b>	<b>\$</b>
<b>TOTAL BASE BID PLUS ALL ADDITIVES</b>	<b>\$</b>

**DELIVERY TIME:**

The vehicle(s) will be delivered to 703 Airport Road, Bishop CA 93514 within \_\_\_\_\_ months following award notification.

**BIDDER'S BID**

**TOTAL BID (IN NUMBERS)**

\_\_\_\_\_

**TOTAL BID (IN WORDS)**

\_\_\_\_\_

REVIEWED AND CHECKED BY: \_\_\_\_\_

(For County Use)

**ADDENDA:**

The undersigned acknowledges receipt of the following addenda and has provided for all addenda changes in this bid.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Fill in addendum numbers and dates addenda were received. If none have been received, enter "NONE".)

**WARNING:**

**IF ADDENDA WERE ISSUED BY THE COUNTY AND ARE NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.**

**BIDDER'S BUSINESS INFORMATION:**

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager thereof; if a co-partnership or joint venture, state the true name of the firm or joint venture and the names, current addresses, and telephone numbers of all individual co-partners or joint venturers composing the partnership or joint venture; if bidder or other interested person is an individual, state first and last names in full. If an LLC, state the true name of the LLC and the names, current addresses, and telephone numbers of all managing members.

A. Individual ( ), Partnership ( ), Joint Venture ( ): Corporation ( ): Limited Liability Company (LLC) ( ):

Personal Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

Federal Identification No. \_\_\_\_\_

Bidder's License No. \_\_\_\_\_, State of \_\_\_\_\_, Type \_\_\_\_\_

License Expiration Date \_\_\_\_\_

(The above address will be used to send notice of acceptance or requests for additional information)

**THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING MEMBER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW DO MAKE THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.**

\_\_\_\_\_  
(Signature of Authorized Person)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)



## **BUY AMERICAN PREFERENCE**

The Bidder agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all 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.

### **Certificate of Buy American Compliance for Manufactured Products**

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 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 by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) 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
  - c) 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:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  2. To faithfully comply with providing U.S. domestic product.
  3. To furnish U.S. domestic product for any waiver request that the FAA rejects
  4. 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 either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**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) 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).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) 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** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**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

## 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 Section 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.

## **CERTIFICATION OF OFFERER/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 (  ) 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 U.S.C. § 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.

### **CERTIFICATION OF OFFERER/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 verify 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 Offerer /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.

# SAMPLE

PO # \_\_\_\_\_

Date \_\_\_\_\_

## PURCHASE ORDER AGREEMENT

This Purchase Order Agreement ("PO") is made by and between the County of Inyo ("County") and the party to which this PO is addressed ("Contractor"), as a part of the Purchase Order numbered above or on the reverse and incorporated herein by reference, effective as of the date of the Purchase Order.

1. Contractor shall provide all services and/or materials for the compensation and within the time period as specified in the PO.
2. County shall make payment to Contractor in accordance with the terms set forth in the PO within sixty (60) days after receipt of an itemized written statement or invoice from Contractor.
3. Contractor shall comply with applicable law in the provision of services and/or materials pursuant to this P.O. Contractor shall obtain and maintain all such licenses, permits, or other authorizations to provide such services and/or materials, as are required by law or by express provision of this PO, during Contractor's provision of such services and/or materials.
4. Contractor waives any right to, and shall deliver possession and title to County, of all publications, computer programs, inventions, or other property which result from the performance of services by Contractor pursuant to this PO unless otherwise expressly agreed in writing by County.
5. Contractor shall, and shall require its agents, officers and employees to maintain the confidentiality of, any and all proprietary, privileged, or otherwise confidential information in County's possession and obtained by them as the result of performance of this PO, and refrain from disclosing or using the information except as necessary to provide services and/or materials pursuant to this PO.
6. Contractor shall maintain workers' compensation insurance to the extent required by law, and shall maintain at least the minimum types and amounts of other insurance coverage usual and customary for persons or firms engaged in the provision of the same or similar type of services and/or materials.
7. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, employees and volunteers from and against any and all claims, liability, and other costs, including litigation costs and attorney's fees, arising out of or resulting from acts or omissions in the provision of services and/or materials hereunder by Contractor or Contractor's agents, officers, employees, or volunteers, or any person for whose acts or omissions any of them may be liable. County agrees to defend, indemnify, and hold harmless Contractor and Contractor's agents, officers, and employees from and against any and all claims, liability, and other costs, and expenses, including litigation costs and reasonable attorney's fees arising out of or resulting from the active negligence or wrongful acts of County or County's agents, officers, employees, or volunteers in carrying out this PO.
8. Contractor shall prepare and maintain records required by law or this PO regarding the provision of services and/or materials pursuant to this PO, and make such records available for inspection by County and other authorized entities and persons for reasonably requested audit or evaluation purposes.
9. Contractor shall refrain from, and require its agents, officers, and employees to refrain from, unlawfully discriminating in violation of applicable law against any person in the course of providing services and/or materials pursuant to this PO, because of the person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex or as otherwise prohibited by law.
10. Contractor shall provide to County all warranties for all materials provided pursuant to this PO which are implied or expressly provided by law or which the manufacturer customarily provides to purchasers or users.
11. This PO may be terminated by either party upon at least ten (10) days prior written notice. Contractor shall be entitled to payment for services and/or materials provided prior to receipt of notice of termination in accordance with terms and conditions of this PO.
12. This PO may be amended only by mutual written consent of the parties, is intended as the entire agreement between the parties, superseding all previous agreements between them. If any portion is determined to be invalid, the remaining portions shall continue in full force and effect.
13. This PO is governed by California law. Venue for any legal proceeding arising out of or related to it shall be in Inyo County, California. If either party initiates legal proceedings against the other party with respect to this PO, the nonprevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees).
14. The parties are independent contractors, and the employees, officers, and agents of one party shall not be deemed to be employees of the other party for any purpose.
15. Contractor's signature to this PO and/or Contractor's provision of services and/or materials pursuant to it shall constitute Contractor's agreement to its terms and conditions. County's issuance of this PO constitutes County's agreement to its terms and conditions.
16. Notwithstanding the above, this Purchase Agreement is subject to and incorporates herein the terms of the bid specifications concerning the purchased items.

# REQUIRED FEDERAL CONTRACT PROVISIONS

## A1 ACCESS TO RECORDS AND REPORTS

### A1.1 SOURCE

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

### A1.2 APPLICABILITY

2 CFR § 200.333 requires a sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

**Contract Types** – The sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the sponsor prefers to use different language, the sponsor's language must fully satisfy the requirements of §§ 200.333 and 200.336.

### A1.3 CONTRACT CLAUSE

#### 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.

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## **A2 BREACH OF CONTRACT TERMS**

### **A2.1 SOURCE**

2 CFR § 200 Appendix II(A)

### **A2.2 APPLICABILITY**

This provision requires sponsors to incorporate administrative, contractual or legal remedies if contractor violate or breach contract terms. The sponsor must also include appropriate sanctions and penalties.

**Contract Types** – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to \$150,000.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of part 200. Select either “contractor” or “consultant” as applicable.

### **A2.3 CONTRACT CLAUSE**

#### **BREACH OF CONTRACT TERMS**

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

Owner will provide **[Contractor / Consultant]** written notice that describes the nature of the breach and corrective actions the **[Contractor / Consultant]** 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 / Consultant]** must correct the breach. Owner may proceed with termination of the contract if the **[Contractor / Consultant]** fails to correct the breach by the deadline indicated in the Owner’s notice.

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

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## **A3 BUY AMERICAN PREFERENCE**

### **A3.1 SOURCE**

Title 49 USC § 50101

### **A3.2 APPLICABILITY**

The Buy American Preference requirement in 49 USC § 50101 requires that all steel and manufactured goods used on AIP projects be produced in the United States. The statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest;
- 2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent.

**Timing of Waiver Requests.** Sponsors desiring a Type 1 or Type 2 waiver must submit their waiver requests *before* issuing a solicitation for bids or a request for proposal for a project.

The sponsor must submit Type 3 or Type 4 waiver requests *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist. The FAA cannot review waiver requests with incomplete information. Sponsors must assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action.

**Buy American Conformance List.** The FAA Office of Airports maintains a listing of equipment that has received a nationwide waiver from the Buy American Preference requirements or that fully meet the Buy American requirements. The Nationwide Buy American Waiver List is available online at [www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/). Products listed on the Buy American Conformance list do not require additional submittal of domestic content information under a project specific Buy American Preference waiver.

**Facility Waiver Requests.** For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

#### **Contract Types –**

*Construction and Equipment* – The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured

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goods. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

*Professional Services* – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

*Property* – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully comply with 49 USC § 50101.

There are two types of Buy American certifications. The sponsor must incorporate the appropriate “Certificate of Buy America Compliance” in the solicitation:

- Projects for a facility (buildings such as terminals, snow removal equipment (SRE) buildings, aircraft rescue and firefighting (ARFF) buildings, etc.) – Insert the Certificate of Compliance Based on Total Facility.
- Projects for non-facility development (non-building construction projects such as runway or roadway construction or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

### **A3.3 SOLICITATION CLAUSE**

#### **A3.3.1 Buy American Preference Statement**

##### **BUY AMERICAN PREFERENCE**

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all 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.

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A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

**A3.3.2 Certificate of Buy American Compliance – Total Facility**

Not applicable

**A3.3.3 Certificate of Buy American Compliance – Manufactured Product**

**Certificate of Buy American Compliance for Manufactured Products**

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 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 by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) 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
  - c) 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:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  2. To faithfully comply with providing U.S. domestic product.
  3. To furnish U.S. domestic product for any waiver request that the FAA rejects
  4. 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 either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
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4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**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) 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).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) 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** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**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

## **A4 CIVIL RIGHTS - GENERAL**

### **A4.1 SOURCE**

49 USC § 47123

### **A4.2 APPLICABILITY**

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

**Contract Types** – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts *regardless* of funding source.

**Use of Provision – MANDATORY TEXT.** There are two separate general civil rights provisions —one that is used for contracts, and one that is used for lease agreements or transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification into the contract, or the lease or transfer agreement.

### **A4.3 CONTRACT CLAUSE (Use the Correct Clause for the Situation)**

#### **A4.3.1 Clause that is used for Contracts**

##### **GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **A4.3.2 Clause that is used for Lease Agreements or Transfer Agreements**

Not applicable

## **A5 CIVIL RIGHTS – TITLE VI ASSURANCE**

### **A5.1 SOURCE**

49 USC § 47123

FAA Order 1400.11

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## A5.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance.

Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation [Order DOT 1050.2](#), Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. These assurances require that the Recipient (the sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

### A5.2.1 Applicability of Title VI Solicitation Notice

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Solicitation Notice – <ul style="list-style-type: none"> <li>• Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>• Assurance 30d of the Airport Sponsor Assurances</li> </ul>	1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and 2) All sponsor proposals for negotiated agreements <b>regardless of funding source.</b>	A6.3.1
Title VI Clauses for Compliance with Nondiscrimination Requirements <ul style="list-style-type: none"> <li>• Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>• Assurance 30e.1 of the Airport Sponsor Assurances</li> </ul>	Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities)  It has been determined that service contracts with utility companies that are not already subject to nondiscrimination requirements must include this clause.	A6.4.1

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
<p>Title VI Required Clause for Property Interests Transferred from the United States</p> <ul style="list-style-type: none"> <li>Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>Assurance 30e.3 of the Airport Sponsor Assurances</li> </ul>	<p>As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.</p> <p>This is a rare occurrence and it will be the responsibility of the United States government to include the clause in the contract.</p>	A6.4.2
<p>Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program –</p> <ul style="list-style-type: none"> <li>Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>Assurance 30e.4a of the Airport Sponsor Assurances</li> </ul>	<p>As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility.</p>	A6.4.3
<p>Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program</p> <ul style="list-style-type: none"> <li>Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>Assurance 30e.4b of the Airport Sponsor Assurances</li> </ul>	<p>In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases of concession space in a terminal.</p>	A6.4.4
<p>Title VI List of Pertinent Nondiscrimination Acts and Authorities</p> <ul style="list-style-type: none"> <li>Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>Assurance 30e.2 of the Airport Sponsor Assurances</li> </ul>	<p>Insert this list in every contract or agreement, unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities.</p> <p><b>This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.</b></p>	A6.4.5

### **A5.3 SOLICITATION CLAUSE**

**The sponsor must include this clause in:**

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
- 2) All sponsor proposals for negotiated agreements **regardless of funding source.**

#### **A5.3.1 Title VI Solicitation Notice(included in Notice Inviting Bids)**

**Title VI Solicitation Notice:**

The **(Name of 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 any contract entered into pursuant to this advertisement, [select 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 will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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## A5.4 CONTRACT CLAUSES

### A5.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to nondiscrimination requirements.

#### **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, or national origin 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:
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- 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.

**A5.4.2 Title VI Clauses for Deeds Transferring United States Property**

**Not Applicable**

**A5.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program**

**Not Applicable**

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**A5.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

**Not Applicable**

**A5.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

**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;
  - 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 § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) 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, which 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;
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- 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. at 74087 to 74100);
- 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).

## **A6 CLEAN AIR AND WATER POLLUTION CONTROL**

### **A6.1 SOURCE**

2 CFR § 200, Appendix II(G)

### **A6.2 APPLICABILITY**

**Contract Types** – This provision is required for all contracts and lower tier contracts that exceed \$150,000.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR §200.

### **A6.3 CONTRACT CLAUSE**

#### **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 § 740-7671q) 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 exceeds \$150,000.

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## **A7 DEBARMENT AND SUSPENSION**

### **A7.1 SOURCE**

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

### **A7.2 APPLICABILITY**

The sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. The sponsor accomplishes this by:

- 1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
- 2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
- 3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

**Contract Types** – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, sponsor may substitute bidder/offeror with consultant.

### **A7.3 SOLICITATION CLAUSE(Included in Bid Proposal Forms)**

#### **A7.3.1 Bidder or Offeror Certification**

##### **CERTIFICATION OF OFFERER/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.

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### **A7.3.2 Lower Tier Contract Certification**

#### **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 verify 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 Offerer /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.

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## **A8 DISADVANTAGED BUSINESS ENTERPRISE**

### **A8.1 SOURCE**

49 CFR part 26

### **A8.2 APPLICABILITY**

A sponsor that anticipates awarding \$250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§ 26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (§ 26.45).

**Contract Types** – Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- 1) Clause in all solicitations for proposals for which a contract goal has been established,
- 2) Clause in each prime contract, and
- 3) Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

#### **Use of Provision –**

1. *Solicitations with a DBE Project Goal* – No mandatory language provided. 49 CFR §26.53 requires a sponsor's solicitation to address what a contractor must submit on proposed DBE participation. The language of A12.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy these requirements. The sponsor may require the contractor's submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility.
  2. *Solicitations Relying on Race-gender Neutral Means* – No mandatory language provided. The language of A12.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy requirements for a sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
  3. *Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED.** Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race-gender neutral means (i.e. no project goal). Sections §26.13 and §26.29 establish mandatory language for contractor assurance and prompt payment. The sponsor must not modify the language.
  4. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.
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## **A8.3 REQUIRED PROVISIONS**

### **A8.3.1 Solicitation Language (Solicitations that include a Project Goal)**

Not applicable

### **A8.3.2 Solicitation Language (Race/Gender Neutral Means) (Included in Notice Inviting Bids)**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] 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.

### **A8.3.3 Prime Contracts (Projects Covered by a DBE Program)**

#### **DISADVANTAGED BUSINESS ENTERPRISES**

##### **Contract Assurance (§ 26.13) –**

The Contractor 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 Department of Transportation-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 Owner 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 (§26.29) –** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] 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 [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

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## **A9 DISTRACTED DRIVING**

### **A9.1 SOURCE**

Executive Order 13513

DOT Order 3902.10

### **A9.2 APPLICABILITY**

The FAA 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.

**Contract Types** – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at \$3,500).

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements.

### **A9.3 CONTRACT CLAUSE**

#### **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 \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

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## **A10 ENERGY CONSERVATION REQUIREMENTS**

### **A10.1 SOURCE**

2 CFR § 200, Appendix II(H)

### **A10.2 APPLICABILITY**

The Energy Conservation Requirements of 2 CFR § 200 Appendix II(H) requires this provision on energy efficiency.

**Contract Types** – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements. Sponsor may substitute “Contractor and subcontractor” with “Consultant and sub-consultant” for professional service agreements.

### **A10.3 CONTRACT CLAUSE**

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

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## **A11 DRUG FREE WORKPLACE REQUIREMENTS**

### **A11.1 SOURCE**

49 CFR part 32

Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*, as amended)

### **A11.2 APPLICABILITY**

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does *not* apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

**Contract Types** – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

**Use of Provision** – No mandatory or recommended text provided because the requirements do not extend beyond the sponsor level.

### **A11.3 CONTRACT CLAUSE**

None.

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## **A12 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **A12.1 SOURCE**

29 USC § 201, et seq

### **A12.2 APPLICABILITY**

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

**Contract Types** – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

*Professional Services* – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 29 USC § 201. The sponsor must select *contractor* or *consultant*, as appropriate for the contract.

### **A12.3 SOLICITATION CLAUSE(included in Notice Inviting Bids)**

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

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

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## **A13 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

### **A13.1 SOURCE**

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

### **A13.2 APPLICABILITY**

Consultants and contractors that apply or bid for an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**Contract Types** – The sponsor must incorporate this provision into all contracts exceeding \$100,000.

**Use of Provision** – **MANDATORY TEXT.** Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

### **A13.3 CONTRACT CLAUSE**

#### **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.
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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.

## **A14 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **A14.1 SOURCE**

29 CFR part 1910

### **A14.2 APPLICABILITY**

**Contract Types** – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 20 CFR part 1910.

### **A14.3 CONTRACT CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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## **A15 PROCUREMENT OF RECOVERED MATERIALS**

### **A15.1 SOURCE**

2 CFR § 200.322

40 CFR part 247

Solid Waste Disposal Act

### **A15.2 APPLICABILITY**

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR part 247. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Contract Types** – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR part 247 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

*Construction and Equipment* – Include this provision in all construction and equipment projects.

*Professional Services and Property* – Include this provision if the agreement includes procurement of a product that exceeds \$10,000.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR § 200.

### **A15.3 CONTRACT CLAUSE**

#### **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](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

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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.
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## **A16 TAX DELINQUENCY AND FELONY CONVICTIONS**

### **A16.1 SOURCE**

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

### **A16.2 APPLICABILITY**

The sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

**Contract Types** – This provision applies to all contracts funded in whole or part with AIP.

**Use of Provision** – The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of DOT Order 4200.6.

### **A16.3 CONTRACT CLAUSE (Included in Bid Proposal Forms)**

#### **CERTIFICATION OF OFFERER/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 (  ) 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

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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 twentyfour (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 U.S.C. § 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.

## **A17 TERMINATION OF CONTRACT**

### **A17.1 SOURCE**

2 CFR § 200 Appendix II(B)

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

### **A17.2 APPLICABILITY**

**Contract Types** – All contracts and subcontracts in excess of \$10,000 must address *termination for cause* and *termination for convenience* by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor’s contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

#### **Use of Provision –**

*Termination for Default* – **MANDATORY TEXT.** Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

*Termination for Convenience* – No mandatory text provided. The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

*Equipment, Professional Services, and Property* – No mandatory text provided. The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

### **A17.3 CONTRACT CLAUSE**

#### **A17.3.1 Termination for Convenience**

##### **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.
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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)**

Not Applicable

#### **A17.3.2 Termination for Default**

##### **TERMINATION FOR DEFAULT (CONSTRUCTION)**

Not Applicable

##### **TERMINATION FOR DEFAULT (EQUIPMENT)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to- Proceed;
  2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
  3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
  4. Fails to comply with material provisions of the Contract;
  5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
  6. Becomes insolvent or declares bankruptcy.
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If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

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

#### **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Not Applicable

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## **A18 VETERAN'S PREFERENCE**

### **A18.1 SOURCE**

49 USC § 47112(c)

### **A18.2 APPLICABILITY**

**Contract Types** – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans (as defined under § 47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 USC § 47112.

### **A18.3 CONTRACT CLAUSE**

#### **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.

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**TECHNICAL SPECIFICATIONS  
FOR THE SNOW REMOVAL CARRIER  
VEHICLE WITH ATTACHMENTS  
FOR THE BISHOP AIRPORT**

**SNOW REMOVAL CARRIER VEHICLE  
ALL WHEEL DRIVE TRACTOR WITH LOADER**

**SPECIFICATIONS**

**S-SRE-1.1** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be evaluated. The Airport Manager will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted.

**GENERAL**

**S-SRE-2.1** The utility tractor must be new and a current production model. Manufacturer to supply a minimum 24 month Basic Warranty Full Coverage with a 2000 hour maximum. All specifications advertised comply with SAE engineering standards. Tractor to be utility 4-wheel drive with cab.

**MATERIALS**

**S-SRE-2.3** All parts and components of this unit shall be new, unused, free of all defects and imperfections that could affect the serviceability of the finished product, and of the size, material, strength, and design required to be compatible with the intended service. All materials will have physical and chemical properties compatible with the intended service and with sufficient excess capacity for durability and safety.

**PAINT**

**S-SRE-3.1** Tractor, cab and loader attachment and frame to be painted INDUSTRIAL YELLOW.

**OPERATOR STATION**

**S-SRE-4.1** Unit to be equipped with cab, two doors and air ride system seat. Cab shall be equipped with a heater, air conditioner, radio, AM/FM Stereo with clock and Weatherband, antenna, horn kit and flat platform. Mirrors – telescopic, LH manually adjustable, RH manually adjustable.

**S-SRE-4.1.2 AVIATION BAND TRANSCEIVER RADIO** The radio equipment listed below with the following minimum specifications will be furnished. Installation, including all necessary mounting hardware, wiring and antennas, shall be included in the bid price.

One ICOM-A120- VHF Aeronautical Band Mobile Aviation Radio, 200 programmable COM channels, fully user programmable, with microphone, and antenna; or approved equal aeronautical band radio. Radio shall be FAA Approved. Radio shall be capable of scanning the entire aviation communication band.

All radio wire, cables, and hardware necessary to complete the installation shall be placed as not to be exposed to view.

Radio Interference Suppression. Installation of the mobile radio equipment shall include any necessary radio interference suppression to permit positive, understandable voice radio communications under all operating conditions.



## **DIMENSIONS**

### **S-SRE- 4.2 DIMENSIONS**

Wheel base: Minimum of 90” center of axle to center of axle.  
Width: Minimum 78”, maximum 105”  
Height: Maximum 10’  
Ground Clearance: Minimum 14”, maximum 24’

## **ENGINE**

### **S-SRE – 4.3 ENGINE**

TYPE:Diesel  
HORSEPOWER OUTPUT:Minimum 110 HP.  
DISPLACEMENT:.4.4 liter, minimum  
RATED ENGINE SPEED: minimum 2000 RPM  
ASPIRATION:Turbocharged  
EXHAUST:Vertical  
EMMISSION LEVEL: Vehicle shall comply with all Federal and State of California emission standards in force at time of manufacture.

### **S-SRE-4.4 FUEL**

FUEL TANK WITH GUARD: Minimum 40-US gallon capacity.

## **TRANSMISSION**

### **S-SRE- 4.4.1 TRANSMISSION**

TYPE:Minimum 16 F / 16 R with electronic reverser  
25 MPH top speed  
Creeper gear  
Electro-hydraulically actuated Rear differential lock  
Self-locking Front Axle differential lock

### **S-SRE-4.4.2 PTOS**

REAR: Electro-hydraulically operated  
540/1,000 RPM; reversible shaft  
Rated PTO HP (hp SAE): Minimum 84 HP  
Maximum PTO HP: 109 HP at 1,000 RPM  
Hitch: Minimum of Category 2 w/ in cab activation switch and optional fender mount remote control  
Draft links with hook end  
Category 2 Center link with hook end  
Sway blocks  
Draw Bar: Minimum Category 2

### **S-SRE-4.4.3 CLUTCH**

TYPE: Wet / Dry

## **SERVICE BRAKES**

### **S-SRE-5.1**

TYPE: Wet brakes; 4 disc, hydraulically actuated

## **STEERING**

### **S-SRE-6.1**

TYPE: HYDROSTATIC POWER STEERING

## **HYDRAULIC SYSTEM**

### **S-SRE-7.1**

TYPE: Pressure and Flow Compensated (PFC) system with a minimum rated output of 21 GPM. Include optional High Flow Maximum GPM

REAR SELECTIVE CONTROL VALVES: 4

MID FRAME SELECTIVE CONTROL VALVES: 4; MINIMUM 3

JOYSTICK SVC CONTROL: Mechanical / electrical

## **ELECTRICAL**

### **S-SRE-8.1 ALTERNATOR**

14 V / 200 A

### **S-SRE-8.2 BATTERY**

12V/174AH

### **S-SRE-8.3 BEACON LIGHT**

FLASHING AMBER; Rotating or Strobe

### **S-SRE-8.4 LIGHTING**

Two front / two rear roof mounted work lights.

Two front / two rear roof mounted warning lights.

Auxiliary loader light kit.

Two fender mounted tail lights

## **WHEELS / TIRES**

### **S-SRE-9.1 WHEELS**

**FRONT:** 440/80R24 Special profile

**REAR:** 480/80R38 Special profile

### **S-SRE-9.2 TIRES**

**FRONT AND REAR:**

Nokian Tight block pattern tread or approved equal

## **ATTACHMENTS**

### **S-SRE-10.1 LOADER**

Self-leveling loader with mounting frame as necessary, less ballast box, 85” heavy duty bucket with grapple brackets (with global carrier), bucket level indicator, loader suspension and suspension system with operator station ON/OFF switch.

Loader and mounting frame to be painted Industrial Yellow.

Heavy duty bucket and grapple brackets to be painted black.

Loader shall be equipped with removable “skid steer” compatible coupling system.

Minimum lift capacity: 3,500 lb.

Minimum lift height: 143”

### **S-SRE-10.2 LOADER MOUNT HYDRAULICALLY POWERED ANGLE BROOM**

Broom shall be hydraulically powered with heavy duty, bi-directional motor. All required connections shall be compatible with the carrier tractor. Brush speed shall be controllable from cab. Drive motor shall be located within the broom frame. Sweeping angle shall be no less than 30 degrees right and left and shall be hydraulically controlled from cab. Brush core removal and replacement shall not require special tools. Brush segments shall be all polypropylene. Broom frame shall be equipped with a mounted, foldaway storage stand. Broom frame shall be equipped with hood frame extension and rubber deflector to provide full coverage of brush core. Broom mounting system shall be skid steer compatible.

Weight: Maximum 1,000 lb.

Sweeping width: Minimum 84”

Brush diameter: Minimum 32”

Hydraulic flow: Minimum 15 gpm

Maximum: 30 gpm

### **S-SRE-10.3 LOADER MOUNT HYDRAULICALLY POWERED SNOW BLOWER**

Blower shall be a hydraulically powered, two stage design. Unit shall be designed to operate with standard flow hydraulic system. Chute discharge rotation shall be remote controlled from the cab with a minimum rotation of 270 degrees. Unit shall be equipped with a “floating hitch” to allow unit to maintain ground contact over uneven surfaces. All required connections shall be compatible with the carrier tractor. Blower mounting system shall be skid steer compatible.

Weight: Maximum 1,000 lb.

Overall Width: Maximum 96”

Overall Height: Maximum 72”

Intake Height: Minimum 27”

Auger Diameter: Minimum 15”

Discharge fan diameter: Minimum 19”

Discharge chute control: Electric over hydraulic

Hydraulic flow: Minimum: 15 gpm

Maximum: 30 gpm

### **S-SRE-10.4 LOADER MOUNT 12 FOOT WIDE 3 IN 1 RAMP PLOW**

The plow shall be hydraulically controlled and have multi-function capabilities for clearing snow from large areas of pavement. The plow shall be configurable for angled plowing, straight snow pushing and variable plow configurations. All plow configurations shall be controllable from the cab.

12-1/2' Over all width Snow Plow

- Having a 6-1/2' Center Section and 3' Wing Ends
- 27" tall moldboard and wings.
- Plow must be under 9' wide at the widest point when in box configuration to fit through a 9' wide door opening.
- Wings to be independently hydraulically rotated 90 degrees
- Both Wings at zero degree rotation (out) provide a 12-1/2' Straight Blade
- Both Wings at 90 degree rotation (in) provide a 6-1/2' Box Blade
- Wings can be rotated independently at any degree from 0 to 90
- Wing rotation cylinders to be 2-1/4" bore & double acting – Use of hydraulic motors for rotation of wings not acceptable
- Plow to hydraulically angle up to 35 degrees in each direction (L & R)
- Full 35 degree angle available while one or both wings are rotated to any degree between 0 & 90
- Angle cylinders to be 2-1/2" bore & double acting
- Snow plow to have full moldboard trip – Trip Edge not acceptable
- Total of 4 trip springs minimum
- Plow to consist of a throat weldment / push beam constructed with a center single solid bar with one connection and pivot point to the turn table with a 1-1/4" King pin
- Throat weldment to contain swivel plate at connection point to mount for oscillation of entire plow
- Plow to consist of a turn table with (5) connection points to the moldboard
- All plow hinging, pivoting, & connection points to be with solid pins and bushings  
No bolts allowed for hinging, pivoting, & connection points
- Plow to be of all steel construction – No polymer products
- All plow components to be solidly welded – Stich welding not acceptable
- Moldboard and Wings to maintain the same curved radius – Flat moldboard or wings not acceptable
- Wings to be linked to center moldboard with a hinge point on the front of moldboard. Rear hinged connections not acceptable
- All metal solid stops BEFORE cylinders run out of extension or retraction travel. (the cylinders may not be the 'stops' in case of contact with immovable objects.)
- Attachment Lift & Lower controlled by OEM Loader Arm joystick control in machine (Tractor) utilizing 1st mid-point hydraulic functions.
- Plowing functions controlled by direct hydraulic plumbing to plow from OEM joystick control in machine (Tractor) utilizing 2nd, 3rd, & 4th mid-point hydraulic functions.

## **TESTING, SERVICE, MANUALS AND TRAINING**

**S-SRE-11.1** Successful bidder shall agree to provide service and have a stock of listed repair parts available for immediate delivery (within 24 hours) and provide two (2) hard and one (1) digital copies of a complete, detailed Parts Book, Operator's Manual and Mechanic's Service Manual with the unit upon delivery.

**S-SRE-11.2** The successful bidder shall provide a minimum of twenty-four (24) hours on-site training, which shall include operator's training and mechanic's servicing training. Initial training shall occur within (5) working days of the date of delivery. Acceptance date of unit will be only after the training and complete mechanical checks are completed to the satisfaction of the Owner.

### **GUARANTEE**

**S-SRE-12.1** The bidder shall guarantee his equipment as to the specified capacities and performance and to be free from all defects in design, material, and workmanship. All labor, transportation cost and defective parts shall be replaced free of cost. THIS GUARENTEE SHALL CONTINUE FOR TWO (2) YEARS AFTER DATE OF ACCEPTANCE OF THE VEHICLE AT THE OWNERS SITE.

### **DOCUMENTATION**

**S-SRE-13.1** The following documents shall be provided at the time of delivery of the unit:

- Certificate of Title
- Certification of Odometer Mileage

### **SERVICE**

**S-SRE-14.1** The Bidder shall provide documentation, along with his bid, that he has maintained a company affiliated dealership within a 500-mile radius of the Bishop Airport for a period of at least one year prior to the bid opening date. Additionally, except for bids submitted through the aforementioned dealer, all bids must be accompanied by a letter from the manufacturer's dealership stating that they are familiar with the specifications for the unit being supplied and are capable of and intend to provide parts and service within 24 hours (exclusive of holidays and weekends) for the equipment supplied, as long as they are affiliated with the manufacturer.

### **METHOD OF MEASUREMENT**

**S-SRE-15.1** The quantity of snow removal equipment to be paid for under this item shall be the complete unit of equipment meeting all requirements of this specification, delivered, assembled complete and accepted as a complete unit ready for operation.

### **BASIS OF PAYMENT**

**S-SRE-16.1** Payment on the carrier tractor complete with attachments and all other accessories specified herein shall be made at the contract lump sum price. Payment shall include all costs of manufacturing, delivery, servicing, any applicable sales taxes and/or fees, training, and instructions.

A progress payment of 90% shall be made on delivery of the complete equipment, ready to operate, to the Bishop Airport.

The 10% retainage shall be paid on acceptance of the unit. The unit will not be considered accepted until the specified 24-hour on-site training has been provided and complete mechanical checks have been performed to the satisfaction of the Owner and correction of any problems noted have been corrected to the satisfaction of the Owner. The equipment must be accepted by the Airport within thirty (30) days of the date of delivery.

Payment will be made under:

Item S-SRE Airport Snow Removal Carrier Vehicle with Attachments – per lump sum

**END OF ITEM S-SRE**