

INVITATION FOR BIDS
Acquire Snow Removal Equipment – 2 Runway Brooms
Akron-Canton Airport

TWO (2) ALL-WHEEL DRIVE; ALL-WHEEL STEER; DIESEL POWERED CAB/CHASSIS TRUCK WITH FRONT-MOUNTED RUNWAY BROOM

Sealed bid proposals for **TWO (2) ALL-WHEEL DRIVE; ALL-WHEEL STEER; DIESEL POWERED CAB/CHASSIS TRUCK WITH FRONT-MOUNTED RUNWAY BROOM** will be received by the AKRON-CANTON AIRPORT AUTHORITY in the Administrative Office, 4th Floor, Terminal Building, until 10:00 a.m. on **Tuesday, May 16, 2023**, at which time and place they will be publicly opened, read, and tabulated.

This bid is for **TWO (2) ALL-WHEEL DRIVE; ALL-WHEEL STEER; DIESEL POWERED CAB/CHASSIS TRUCK WITH FRONT-MOUNTED RUNWAY BROOM.**

Copies of the specifications may be picked up, mailed or emailed electronically. Contact the Administrative Office at 330-499-4059 of the Akron-Canton Airport on or after **May 11, 2023**, between the hours of 8:00 a.m. to 5:00 p.m. Any questions or inquiries contact:

Jeff Rosette, Interim VP Airside Operations at 330-499-0431, or by email jrosette@akroncantonairport.com

Jeff Moore, Field Maintenance Manager, at 330-499-4059, or by email at jmoore@akroncantonairport.com.

Bids should be sealed in an envelope and addressed to the AKRON-CANTON AIRPORT AUTHORITY. The envelope MUST be plainly marked with "**TWO (2) ALL-WHEEL DRIVE; ALL-WHEEL STEER; DIESEL POWERED CAB/CHASSIS TRUCK WITH FRONT-MOUNTED RUNWAY BROOM.**"

The AKRON-CANTON REGIONAL AIRPORT AUTHORITY reserves the right to reject any and all bids, accept the bid which is in the best interest of the Airport Authority, and hold all bids one hundred twenty (120) days before final action thereon, if found necessary.

AKRON-CANTON REGIONAL AIRPORT AUTHORITY

Renato Camacho
President & CEO

TO BE ADVERTISED ON:

Thursday, May 11, 2023
Monday, May 15, 2023

Technical Specification
for
**TWO (2) ALL-WHEEL DRIVE; ALL-WHEEL STEER; DIESEL POWERED
CAB/CHASSIS TRUCK WITH FRONT-MOUNTED RUNWAY BROOM**

Akron-Canton Airport
North Canton, Ohio

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PROPOSAL

TWO (2) ALL-WHEEL DRIVE; ALL-WHEEL STEER; DIESEL POWERED CAB/CHASSIS TRUCK WITH FRONT-MOUNTED RUNWAY BROOM

**TO: Akron-Canton Regional Airport Authority
5400 Lauby Road NW
North Canton, Ohio 44720**

The undersigned, as bidder, hereby declares that he/she has examined and read the Contract Documents and Contract Specifications for the work and all addenda relative thereto furnished prior to the opening of bids; that he/she has satisfied himself/herself relative to the equipment to be delivered.

The bidder understands that the advertisement, located in the front of these Contract Documents, indicates the place, date and time of the proposal opening

The bidder understands the equipment specifications for the bid listed on the proposal sheets are based on FAA Advisory Circular 150/5220-20A (Appendix 1, 2, 3, and 4), SAE ARP5943 and SAE ARP5539.

The bidder understands that proposal guaranty shall be in the form of a bid bond or certified check in the amount of five percent (5%) of this bid in accordance with the subsection titled BID GUARANTEE; the proposal guaranty shall become the property of the Owner in the event the Contract and bond(s) are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The bidder agrees that upon receipt of written notice of the acceptance of this proposal, bidder will execute the Contract attached within 15 days and deliver a Surety Bond or Bonds as required by the contract documents. The bidder further agrees to commence construction with an adequate work force, plant and equipment on the date stated in the written notice to proceed and will progress therewith to its completion within the time stated, and in accordance with this Contract and Specification. The bidder states that this proposal is based upon prevailing wages in Summit County, Ohio, and in no case are wages considered less than those predetermined by the State and Federal Departments of Labor, schedules of which are contained in the Contract Documents.

The bidder proposes and agrees, if this Proposal is accepted, to contract in the form of contract specified with the Akron-Canton Airport (Owner), to furnish **TWO (2) ALL-WHEEL DRIVE; ALL-WHEEL STEER; DIESEL POWERED CAB/CHASSIS TRUCK WITH FRONT-MOUNTED RUNWAY BROOM**

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents and Contract Specifications, to the full and entire satisfaction of the above said Owner.

BIDDER, IF AN INDIVIDUAL:

BY: _____
(Printed Name)

(Signature)

COMPANY NAME: _____

ADDRESS: _____

PHONE NO: _____

DATE: _____

BIDDER, IF A PARTNERSHIP (GIVE NAMES AND ADDRESSES OF EACH PARTNER):

BY: _____
(Printed Name)

(Signature)

COMPANY NAME: _____

ADDRESS:

PHONE NO: _____

DATE: _____

**PARTNER'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**PARTNER'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**PARTNER'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**PARTNER'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

BIDDER, IF A CORPORATION:

BY: _____
(Printed Name & Title)

(Signature)

**CORPORATION
NAME:** _____

ADDRESS: _____

(SEAL)

**STATE OF CORPORATION
CHARTER:** _____

PHONE NO: _____

DATE: _____

**PRESIDENT'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**SECRETARY'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**TREASURER'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

Bid Sheet

**TWO (2) ALL-WHEEL DRIVE; ALL-WHEEL STEER; DIESEL POWERED
CAB/CHASSIS TRUCK WITH FRONT-MOUNTED RUNWAY BROOM**

Company Name _____

Model/Truck _____

Total Truck Price FOB Akron-Canton Airport

Total Bid Price

Delivery Date _____ (Not to exceed 300 days from date of award)

Authorized Signature _____

Title: _____

Date: _____

BID GUARANTEE

Accompanying this bid is a Bid Guarantee in the amount of _____ dollars (\$_____), which is in the amount of five percent (5%) of the total bid. The guarantee accompanying this bid is payable to the Akron-Canton Regional Airport Authority, which it is agreed, shall be retained by the Airport Authority as liquidated damages, should the contractor fail to enter into Contract as here to specified, within five (5) days after notification of contract award to the undersigned.

CONTRACT FORM

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____ by and between Akron-Canton Regional Airport Authority, an Ohio Authority, having an address at 5400 Lauby Road NW, North Canton, Ohio (hereinafter called Owner) and _____ having an address at _____ (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall perform, construct and complete all work as specified and indicated in the **TWO (2) ALL-WHEEL DRIVE; ALL-WHEEL STEER; DIESEL POWERED CAB/CHASSIS TRUCK WITH FRONT-MOUNTED RUNWAY BROOM**

ARTICLE 2 - CONTRACT TIMES

2.1 **Contract Time.** The Work shall be substantially complete within the Contract Time of 360 calendar days.

ARTICLE 3 - CONTRACT PRICE

3.1 The Owner will pay Contractor for completed Unit in accordance with the Contract Specification in the amount of \$_____, hereby identified as the Contract Price, as shown in the Contractor's Proposal.

ARTICLE 4 - PAYMENT PROCEDURES

4.1 **Final Payment:** Final payment will be made once the punch list items have been completed and all required manuals and submittals have been received by the Owner.

ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS

In executing this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract including Addenda.

5.2 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

ARTICLE 6 - CONTRACT

The Contract which comprises the entire Agreement between Owner and Contractor concerning the Work consists of the following:

- 6.1 The Proposal with discrepancies corrected.
- 6.2 This Contract Form.
- 6.3 The Contractor's Performance Bond and Payment Bond.
- 6.4 The Contractor's Certificates of Insurance.
- 6.5 The Notice of Award and Notice to Proceed.
- 6.6 The General Provisions and the Technical Specifications, which are a part of the Contract.
- 6.7 Addenda listed below:

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

- 6.8 There are no documents other than those listed above in this Article 6. The Contract may only be modified by Supplement Agreement.

ARTICLE 7 - MISCELLANEOUS

- 7.1 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- 7.2 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract.
- 7.3 Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner or Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed copies of this Agreement. This Agreement will be effective on the day and year first above written.

OWNER

(SEAL)

CONTRACTOR:

(Company Name)

(SEAL)

(Signature)

(Printed Name)

(Printed Title)

(ACKNOWLEDGMENT OF OFFICER OF OWNER)

STATE OF OHIO

COUNTY OF SUMMIT

} SS:

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF _____

COUNTY OF _____

} SS:

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared

to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at

that he/she/they is(are) the _____ of

the corporation described in and which executed the above instrument; and that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF OTHER THAN A CORPORATION)

STATE OF _____ }
COUNTY OF _____ } SS:

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

(CERTIFICATE OF OWNER'S ATTORNEY)

I, the undersigned, _____,
the duly authorized and acting legal representative of the Owner, do hereby certify as follows:

I have examined the foregoing Contract and surety bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said Agreements on behalf of the respective parties named therein; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Owner's Attorney

Date

ATTACHMENTS TO PROPOSAL

BIDDER and his/her surety, where appropriate, have completed and executed the attached documents which are identified below.

Non-Collusive Bidding Certificate

Resolution for Corporate Bidders

Buy American Certification

Certifications:

- Certification of Non-Segregated Facilities
- Debarment & Suspension Certification

Bidder's Statement of Previous Contracts Subject to EEO Clause

Certification for Receipt of Addenda

Statement of Surety's Intent

Disadvantaged Business Enterprise Requirements

NON-COLLUSIVE BIDDING CERTIFICATE

The Signer of this Bid declares:

- A. That he/she has carefully examined the annexed form of the Agreement and Contract.
- B. That each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 - 3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Affix Seal
if Principal
is Corporation

BIDDER: _____
BY: _____
TITLE: _____

STATE OF OHIO)
SS:
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally came _____

to me known, who, being by me duly sworn, did swear and affirm that he/she resides at _____

_____ ; that he/she is the _____
of the Bidder herein and signs the foregoing Non-Collusive Certification on behalf of such Bidder; that he/she executed the foregoing Non-Collusive Certification; and that, to the best of his knowledge and belief, the statement made in the foregoing Non- Collusive Certification is true.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

(This form must be completed and submitted with the Proposal.)
RESOLUTION FOR CORPORATE BIDDERS

RESOLVED, that _____ be authorized
(Name of Officer)

to sign and submit the bid or proposal of this corporation for the following project:

TWO (2) All-Wheel Drive; All-Wheel Steer; Diesel Powered Cab/Chassis Truck with Front-Mounted Runway Broom

and to include in such bid or proposal the certificate as to non-collusion required by Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____

_____ Corporation at a meeting of its Board of

Directors held on the _____ day of _____, 20_____.

(Secretary)

(Seal)

(This form must be completed and submitted with the Proposal.)

BUY AMERICAN CERTIFICATION

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 FAA 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.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications:

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

* * * * *

Certificate of Buy American Compliance for Total Facility (Buildings such as Terminal, SRE, ARFF, etc.)

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 of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. 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; or
 - b) Installing manufactured products for which the 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 US domestic products
3. 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% 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 support 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 US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 4 To furnish US domestic product for any waiver request that the FAA rejects.
- 5 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 components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility." The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US 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 and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 waiver is:

- a) Detailed cost information for total project using US 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

Certificate of Buy American Compliance for Manufactured Products
(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 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, or;
 - b) Installing manufactured products for which the 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 US domestic product
3. To furnish US 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% 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 support 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 US domestic products at or above the approved US 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% 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% US 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 US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US 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

(These forms must be completed and submitted with the Proposal.)

CERTIFICATIONS

BIDDER'S NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____ **FAX NO.** _____

IRS EMPLOYER IDENTIFICATION NUMBER: _____

NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-Segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-Segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

* * * * *

CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

* * * * *

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)
(Required for all contracts and subcontracts that exceed \$25,000.)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

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 Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

Printed Name & Title: _____

Signature: _____

Date: _____

(This certification must be completed and submitted with the Proposal.)

BIDDER'S STATEMENT OF PREVIOUS

CONTRACTS SUBJECT TO EEO CLAUSE

The Bidder shall complete the following statement by checking the appropriate boxes.

The Bidder has ____ has not ____ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The Bidder has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1", attached to this proposal.

CERTIFICATION FOR RECEIPT OF ADDENDA

Receipt of the following Addenda is acknowledged:

ADDENDUM NO.: _____

DATED: _____

ADDENDUM NO.: _____

DATED: _____

ADDENDUM NO.: _____

DATED: _____

(Firm or Corporation Making Bid)

(Signature of Authorized Person)

P.O. Address: _____

Dated: _____

(This form must be completed and submitted with the Proposal.)

STATEMENT OF SURETY'S INTENT

TO: Akron-Canton Regional Airport Authority

We have reviewed the bid of _____
(Contractor)

of _____
(Address)

for the _____,

project for which bids will be received on: _____
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assure no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of Ohio.

ATTEST: _____

Surety's Authorized Signature(s)

(Corporate seal, if any. If no seal, write "No Seal" across this place and sign.)

ATTACH PROPOSAL GUARANTEE

ATTACH POWER OF ATTORNEY

**(This form must be complete and submitted with the Proposal.
Copies of this form may be filled out and attached to this page.)**

DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the DBE requirements of this contract. These requirements apply to all bidders, including those who qualify as a DBE. A DBE contract goal of 5 percent has been established for this contract. The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The Contractor's DBE Plan to the Owner shall be submitted with the bid. The Contractor's DBE Plan Form and DBE Letter Of Intent Form are provided after this page. The website for the Unified Certification Program directory in the state of Ohio is

<http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/UCP.aspx>

CERTIFICATION OF BIDDER: The undersigned bidder will satisfy the DBE requirements of these specifications in the following manner (please check the appropriate space):

_____ The bidder is committed to meeting or exceeding the DBE utilization goal stated above on this contract.

_____ The bidder, if unable to meet the DBE utilization goal stated above, is committed to a minimum of _____% DBE utilization on this contract, and will submit documentation demonstrating good faith efforts.

SMALL BUSINESS PARTICIPATION: This Contract does not have a Small Business Element (SBE) set-aside.

Name of Bidder's Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Bidder's Status: DBE: ☐ Non-DBE: ☐ Age of Firm: _____

Annual Gross Receipts of Firm: _____

IRS Number: _____

Signature and Title

(This form must be completed and submitted with the Proposal.)

CONTRACTOR'S DBE PLAN

(Submit this form and attach one DBE Letter of Intent Form for each DBE subcontractor, supplier or manufacturer.)

Project Name/Location: _____

FAA AIP Project No: _____

Total Awarded Contract Amount: _____ \$

Name of Bidder's Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Printed name of signer: _____

Printed title of signer: _____

DBE UTILIZATION SUMMARY

	<u>DBE Contract Amount</u>	<u>DBE Value</u>	<u>Contract</u>
<u>%</u>			
DBE Prime Contractor	\$_____ x 1.00 =	\$_____	_____%
DBE Subcontractors	\$_____ x 1.00 =	\$_____	_____%
DBE Suppliers	\$_____ x 0.60 =	\$_____	_____%
DBE Manufacturers	\$_____ x 1.00 =	\$_____	_____%
* Total Proposed DBE Participation		\$_____	_____%
Established DBE Goal		\$_____	_____%

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

Affirmation:

The undersigned hereby assures that the information included herein is true and correct, and that the DBE firm(s) listed on the attached DBE Letter of Intent Forms have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this plan may be made without prior approval from the Civil Rights Staff of the Federal Aviation Administration.

By: _____
(Signature of Bidder's representative) (Title)

DBE LETTER OF INTENT FORM

(Submit one form for each DBE subcontractor, supplier or manufacturer.)

Project Name/Location: _____

FAA AIP Project No: _____

Name of Bidder's Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone: _____

Certifying Agency: _____ Expiration Date: _____

(DBE firm shall submit evidence, such as a photocopy, of their certification status)

Classification: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

SUMMARY OF WORK ITEMS

Work Item(s)	Description of Work Item	Estimated Quantity	Total Value

The bidder is committed to utilizing the above-named DBE firm for the work described above.
The estimated dollar value of this work is \$ _____.

Affirmation:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature of DBE firm's representative) (Title)

If the bidder does not receive award of the prime contract, any and all representations in this

Letter of Intent and Affirmation shall be null and void.

***** FOR INSTRUCTIONAL USE ONLY *****

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- * DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

***** FOR INSTRUCTIONAL USE ONLY *****



STATE ISSUED LICENSE

In accordance with section 2909.32 (A)(2)(a) of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a license of material assistance/non assistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME	FIRST NAME	MI	
HOME ADDRESS			
CITY	STATE	ZIP	COUNTY
HOME PHONE		WORK PHONE	

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME		PHONE	
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
BUSINESS/ORGANIZATION REPRESENTATIVE NAME		TITLE	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes" or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
4. Have you solicited any individual for membership on an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
6. Have you hired or compensated a person you know to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☐ No

If an applicant's license is denied due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the denial. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above.

APPLICANT SIGNATURE X	DATE
--------------------------	------

END OF CONTRACT FORM

SECTION – 200:

FEDERALLY REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM

The contractor shall insert verbatim all applicable requirements of these contract provisions in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). The contractor shall incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services. The prime contractor is responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Subject to the applicability criteria noted in the specific contractor provisions, these contract provisions apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate supervision and to all work performed on the contract by piecework, station work, or by subcontract.

A breach of any of the stipulations contained in these required contract provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the sponsor and AIP.

Appendix A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.334 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 § 200.337 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 2 CFR §§ 200.334 and 200.337.

A1.3 MODEL 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.

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.1 SOURCE

41 CFR Part 60-4
Executive Order 11246

A2.2 APPLICABILITY

Minority Participation. Sponsors are required to set goals for minority participation in AIP funded projects exceeding \$10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a Sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, "[Participation Goals for Minorities and Females](#)". EAs and SMSAs span state boundaries. A Sponsor may have to refer to entries for adjacent states in order to locate the goal for the project location.

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types –

Construction – The Sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection and other onsite functions incidental to the actual construction.

Equipment – The Sponsor must incorporate this notice in any equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at a manufacturer's plant (e.g., firefighting and snow removal vehicles).

Professional Services – The Sponsor must incorporate this notice in any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds \$10,000. Examples include installation of monitoring systems (e.g., noise, environmental, etc.).

Property/Land – The Sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds \$10,000. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – MANDATORY TEXT. The Sponsor must:

- (a) Incorporate the text of this provision in its solicitations without modification.
- (b) Incorporate the applicable minority participation goal and the covered area by geographic name.
- (c) Not simply insert a reference to the 1980 Federal Register Notice.

A2.3 MANDATORY SOLICITATION CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: **[Sponsor must insert established goal]**

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **[Sponsor must insert state, county, and city]**.

A3 BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR Part 200, Appendix II(A)

A3.2 APPLICABILITY

This provision requires Sponsors to incorporate administrative, contractual or legal remedies in the event that a contractor violates or breaches 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 \$250,000.

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 2 CFR Part 200. Select either "contractor" or "consultant" as applicable.

A3.3 MODEL 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.

A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

A4.2 APPLICABILITY

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 USC § 50101, Executive Order 14005, and BABA.

Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also 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.

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Bipartisan Infrastructure Law, Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel and certain construction materials are required to be 100% produced in the United States.

Under the Bipartisan Infrastructure Law (Pub. L. No. 117-58) BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that –

- 1) Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");
- 2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or
- 3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall. Items that consist of two or more of the aforementioned materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

The Buy America Preference 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 temporary equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Required Documentation

The FAA Buy American Requests. All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

Proprietary Confidentiality. Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

Timing of Waiver Requests. Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *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 Buy American Notice of Determination (NOD) Process. The FAA Reauthorization Act of 2018 requires that all approved waivers must be posted to the FAA's website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

Buy American Conformance Lists. The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

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 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

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 Provisions – 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 and BABA.

There are two types of FAA Buy American certifications. The Sponsor must incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

A4.3 MODEL SOLICITATION CLAUSES

A4.3.1 Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for

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

the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

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

A4.3.2 Certification of Compliance with FAA Buy American Preference – Construction Projects

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

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

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

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

- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

- d) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- e) Listing of all manufactured products 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).
- f) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- g) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

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

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

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

Date

Signature

Company Name

Title

A4.3.3 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

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

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

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

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

- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

- d) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- e) 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).
- f) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- g) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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

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

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

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

A5.2 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. Each contract must include two civil rights provisions. The first general clause must be included in all contracts, lease agreements, or transfer agreements. An additional specific provision must be included; the applicable text is based on whether the contract is a general contract or whether the contract is a lease or transfer agreement. The Sponsor must incorporate the text of the appropriate general clause and specific clause without modification into the contract, lease, or transfer agreement.

The required clauses for each type of contact are summarized in the table below:

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Clause that is used for all contracts, lease agreements and transfer agreements	Every contract or agreement regardless of funding source.	A5.3.1
Clause that is used for general contract agreements	This applies to all contracts that do not involve property agreements. It applies to all contracts not covered by A5.3.3 regardless of funding source.	A5.3.2
Clause that is used for lease agreements and transfer agreements	This applies to all property agreements such leases of concession space in a terminal and leases where a physical portion of the airport is transferred for use. It applies to all contracts not covered by A5.3.2 regardless of funding source.	A5.3.3

A5.3 MANDATORY CONTRACT CLAUSES

A5.3.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A5.3.2 Specific Clause that is used for General Contract Agreements

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

A5.3.3 Specific Clause that is used for Lease Agreements or Transfer Agreements

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOURCE

49 USC § 47123
FAA Order 1400.11

A6.2 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:

A6.2.1 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">Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination ClausesAssurance 30(d) of the Airport Sponsors Assurances	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.	A6.3.1
Title VI Clauses for Compliance with Nondiscrimination Requirements <ul style="list-style-type: none">Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination ClausesAssurance 30(e)(1) of the Airport Sponsor Assurances	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, which is a rare occurrence). It has been determined that service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements must include this clause.	A6.4.2

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"> Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.3 of the Airport Sponsor Assurances 	<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>	A6.4.3
<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"> Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30(e)(4)(a) of the Airport Sponsor Assurances 	<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. It applies to agreements not covered by A6.4.4.</p>	A6.4.4
<p>Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program</p> <ul style="list-style-type: none"> Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30(e)(4)(b) of the Airport Sponsor Assurances 	<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 not covered by A6.4.3.</p>	A6.4.5

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI List of Pertinent Nondiscrimination Acts and Authorities <ul style="list-style-type: none"> • Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30(e)(2) of the Airport Sponsor Assurances 	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, which is a rare occurrence. This list can only be omitted if the FAA has determined that the contractor or company is already subject to substantively identical nondiscrimination requirements.	A6.4.1 List must be included in all applicable contracts.

A6.3 MANDATORY 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.**

A6.3.1 Title VI Solicitation Notice

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 for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

A6.4 MANDATORY CONTRACT CLAUSES

A6.4.1 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, which is a rare occurrence.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

A6.4.2 Nondiscrimination Requirements/Title VI Clauses for Compliance

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 substantively identical nondiscrimination requirements.
- 3) Other types of contracts with utility companies involving property covered by A6.4.2, A6.4.3, or A6.4.4.

Compliance with Nondiscrimination Requirements:

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

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

to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.3 Title VI Clauses for Deeds Transferring United States Property

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included 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.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances:

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC §§ 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

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—and will be included 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 the Airport Improvement Program.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee,

licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

This applies to agreements such as leases of concession space in a terminal and 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 the Airport Improvement Program.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- B. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- C. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities

thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- D. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 SOURCE

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

A7.2 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.

A7.3 MODEL 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 §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 SOURCE

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

A8.2 APPLICABILITY

Contract Work Hours and Safety Standards Act Requirements (CWHSSA) (40 USC §§ 3702 & 3704) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally-assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Contract Types –

Construction – This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen, and guards.

Equipment – This provision applies to any equipment project exceeding \$100,000 that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

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

Property – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

Use of Provision – MANDATORY TEXT. Sponsors must incorporate this text without modification.

A8.3 MANDATORY CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9 COPELAND “ANTI-KICKBACK” ACT

A9.1 SOURCE

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

A9.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 USC § 874 and 40 USC § 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Contract Types –

Construction – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed \$2,000.

Equipment – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed \$2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g., SRE and ARFF vehicles).

Professional Services –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Property –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

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 29 CFR Part 5.

A9.3 MODEL CONTRACT CLAUSE

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

A10.1 SOURCE

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

A10.2 APPLICABILITY

The Davis-Bacon Act (40 USC §§ 3141-3144, 3146, and 3147) ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

Construction – Incorporate into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP.

Equipment – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed \$ 2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g., SRE and ARFF vehicles)

Professional Services – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate this clause.

Property – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Fencing Projects – Fencing projects that exceed \$2,000 must include this provision.

Use of Provision – MANDATORY TEXT. 29 CFR part 5 establishes specific language a Sponsor must use. The Sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The Sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

A10.3 MANDATORY CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of

any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on

the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this

clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

A11 DEBARMENT AND SUSPENSION

A11.1 SOURCE

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

A11.2 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 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. 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."

A11.3 MODEL BID/PROPOSAL CERTIFICATION CLAUSES

A11.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

A11.3.2 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 confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 SOURCE

49 CFR Part 26

A12.2 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 (49 CFR § 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 (49 CFR § 26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the 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 Contract 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. *Assurance for 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 DBE contract goal). Section 26.13 of 49 CFR establishes mandatory language for contractor assurance. The Sponsor must not modify the language. Part 26 of 49 CFR requires Sponsors ensure this clause also flows down into subcontracts (i.e., must be included verbatim in subcontracts).
4. *Prompt Payment for Contracts Covered by DBE Program* – No mandatory language provided. Section 26.29 of 49 CFR requires Sponsors to include a contract clause requiring prompt payment to subcontractors no later than thirty (30) days after the

prime contractor receives payment from the Sponsor. The requirement applies to all subcontractors, not just DBEs. The prompt payment language of A12.3.3 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, such as a specific clause identified in the Sponsor's approved DBE program plan, the Sponsor's revised language must fully satisfy these requirements.

5. *Termination of DBE Subcontractors on Contracts with a DBE Contract Goal* - No mandatory language provided. Section 26.53 of 49 CFR prohibits unauthorized removal or replacement of DBE firms listed in response to a solicitation that had a DBE contract goal and sets forth the specific enforcement mechanism recipients must include in prime contracts. The language of A12.3.3 is acceptable to the FAA in meeting the intent of this requirement.
6. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

A12.3 REQUIRED PROVISIONS

A12.3.1 Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of **responsiveness**:

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

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

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

Bid Information submitted as a matter of responsibility:

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

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

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

A12.3.2 Solicitation Language (Race/Gender Neutral Means)

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.

A12.3.3 Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

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

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

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number of days, not to exceed 30] 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 number of days, not to exceed 30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of [Name of Recipient]. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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

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

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

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

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

A13 DISTRACTED DRIVING

A13.1 SOURCE

Executive Order 13513
DOT Order 3902.10

A13.2 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 § 200.320 (currently set at \$10,000).

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.

A13.3 MODEL 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 \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A14.1 SOURCE

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

A14.2 APPLICABILITY

Sponsors and subgrant recipients are prohibited from using AIP grant funds to:

- a) Procure or obtain,
- b) Extend or renew a contract to procure or obtain, or
- c) Enter into a contract to procure or obtain certain covered telecommunications equipment.

These restrictions apply to telecommunication equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Covered telecommunications equipment is equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of either).

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.

A14.3 MODEL CERTIFICATION CLAUSE

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

A15 DRUG FREE WORKPLACE REQUIREMENTS

A15.1 SOURCE

49 CFR Part 32

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

A15.2 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.

A15.3 CONTRACT CLAUSE

None.

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A16.1 SOURCE

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

A16.2 APPLICABILITY

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally-assisted construction contract. There are two provisions — a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types –

Construction – The Sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment – The Sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

Professional Services – The Sponsor must include contract and specification language into all professional service agreements as required above.

Property – The Sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

Use of Provision – MANDATORY TEXT. 41 CFR § 60-1.4 provides the mandatory **contract** language. 41 CFR § 60-4.3 provides the mandatory **specification** language. The Sponsor must incorporate these clauses without modification.

A16.3 MANDATORY CONTRACT CLAUSE

A16.3.1 EEO Contract Clause

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to

post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A16.3.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
- b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. “Minority” includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction

work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship

and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the

implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.1 SOURCE

29 USC § 201, et seq
2 CFR § 200.430

A17.2 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, et seq. The Sponsor must select *contractor* or *consultant*, as appropriate for the contract.

A17.3 MODEL SOLICITATION CLAUSE

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

The [**Contractor** | **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.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.1 SOURCE

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

A18.2 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.

A18.3 MANDATORY CERTIFICATION 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.

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

A19 PROHIBITION OF SEGREGATED FACILITIES

A19.1 SOURCE

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

A19.2 APPLICABILITY

The contractor must comply with the requirements of the EEO clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – AIP Sponsors must incorporate the Prohibition of Segregated Facilities clause (41 CFR § 60-1.8) in any contract containing the Equal Employment Opportunity clause of 41 CFR § 60-1.4. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

Construction – Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor's manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

Professional Services – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60-1. Examples include the installation of noise monitoring equipment.

Property/Land – Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60-1. Examples include demolition of structures or installation of boundary fencing.

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 41 CFR Part 60-1.

A19.3 MODEL CONTRACT CLAUSE

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.1 SOURCE

29 CFR Part 1910

A20.2 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 29 CFR Part 1910.

A20.3 MODEL 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 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.1 SOURCE

2 CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

A21.2 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 Part 200.

A21.3 MODEL 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:

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

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

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

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or

- c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS

A22.1 SOURCE

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

A22.2 APPLICABILITY

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

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 Part 200, Appendix II.

A22.3 MODEL CONTRACT CLAUSE

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

A23.1 SOURCE

49 CFR Part 41

A23.2 APPLICABILITY

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Construction – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

Land – This provision will not typically apply to a property/land 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 CFR part 41.

A23.3 MODEL CONTRACT CLAUSE

A23.3.1 Professional Service Agreements for Design

SEISMIC SAFETY

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

A23.3.2 Construction Contracts

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.1 SOURCE

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

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

A24.2 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 – 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 DOT Order 4200.6.

A24.3 MODEL CERTIFICATION CLAUSE

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

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

A25 TERMINATION OF CONTRACT

A25.1 SOURCE

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

A25.2 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 (e.g., incurred expenses, completed work, profit, etc.).

Use of Provision –

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 § 200.

Termination for Cause – No mandatory text provided. The Sponsor must include a clause for termination for cause (includes default). 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 Part 200, Appendix II.

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 2 CFR Part 200 Appendix II(B), which addresses termination for cause and for convenience.

A25.3 MODEL CONTRACT CLAUSES

A25.3.1 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.

6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

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

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

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

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

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

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

A25.3.2 Termination for Default

TERMINATION FOR CAUSE (CONSTRUCTION)

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

TERMINATION FOR CAUSE (EQUIPMENT)

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

1. Fails to begin 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.

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 CAUSE (PROFESSIONAL SERVICES)

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

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

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
 1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or

3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

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

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

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

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

A26 TRADE RESTRICTION CERTIFICATION

A26.1 SOURCE

49 USC § 50104
49 CFR Part 30

A26.2 APPLICABILITY

Unless waived by the Secretary of Transportation, Sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

Contract Types – The trade restriction certification and clause apply to all AIP funded projects.
Use of Provision – MANDATORY TEXT. 49 CFR Part 30 prescribes the language for this model clause. The Sponsor must include this certification language in all contracts and subcontracts without modification.

A26.3 MANDATORY SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

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

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on

the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

A27 VETERAN'S PREFERENCE

A27.1 SOURCE

49 USC § 47112(c)

A27.2 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.

A27.3 MODEL 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.

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

A28.1 SOURCE

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

A28.2 APPLICABILITY

To the greatest extent “practicable,” Sponsors must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the U.S., including, but not limited to iron, aluminum, steel, cement, or other manufactured products.

Contract Types – Must be included in all subawards, including all contracts and purchase orders for work or products under the grant.

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 § 200.322.

A28.3 MODEL CERTIFICATION CLAUSE

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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TECHNICAL SPECIFICATIONS

4 X 4 Diesel Powered Cab / Chassis Truck
with a Front-Mounted Runway Broom

DETAILED SPECIFICATIONS

4.1 SCOPE

The Contractor must furnish and deliver the new, current model, 4 X 4 Diesel Powered Cab / Chassis Truck with a Front-Mounted Runway Broom as specified, F.O.B., Akron-Canton Regional Airport, in accordance with all the terms and conditions of this specification.

It is the intent of these specifications to describe the requirements for a diesel powered, 4 x 4 truck chassis and cab, completely equipped with a front mounted runway broom and a forward mounted cab.

The Contractor must also furnish and deliver F.O.B, Contractor's shop, all necessary labor, materials, parts, accessories, assemblies, and/or components either in conjunction with non-warranty repair services or separately for various City-owned Vehicles and Equipment purchased under this Contract, in accordance with the terms and conditions of this specification.

All specified requirements are minimum requirements unless stated otherwise.

4.2 MANUFACTURER, MANUFACTURER'S AUTHORIZED DEALER/ DISTRIBUTOR

The Contractor must be the manufacturer or an authorized dealer or distributor of the proposed vehicles or equipment, provide documentation of same with its bid or upon the request of the Akron-Canton Regional Airport, and be capable of providing genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Contractor must be capable of furnishing original product warranty and manufacturer's related services such as product information, product recall notices, etc. Proof of ability to transfer product warranties to the Akron-Canton Regional Airport, is to be submitted with bid documents, if applicable.

For vehicles manufactured in stages, bidders must be either the manufacturer or an authorized dealer or distributor of the specific make of vehicle proposed (as the incomplete vehicle portion of the proposed vehicle) or must be either the final-stage manufacturer or an authorized dealer or distributor for the final-stage manufacturer. If the bidder is the manufacturer, authorized dealer or authorized distributor of the specific make of vehicle proposed, bidder or bidder's subcontractor must be either the final-stage manufacturer or an authorized dealer or distributor for the final-stage manufacturer. If the bidder is the final-stage manufacturer or an authorized dealer or distributor for the final-stage manufacturer, bidder or bidder's subcontractor must be either the manufacturer or an authorized dealer or distributor of the specific make of vehicle proposed.

4.3 TRADE NAMES

For the purposes of convenience and clarity, the Akron-Canton Regional Airport, may use manufacturers' names, trade names, catalog numbers or similar references in specifying products or requirements for products. Unless otherwise

explicitly stated in the bid documents, references to a specific manufacturer, trade name or catalogs are intended to be descriptive, not restrictive, and to serve as examples of acceptable products. Bidders may propose "equal" alternatives to products or requirements so specified. Bids on other makes and catalogs will be considered provided that the bidder clearly states on its proposal the equal alternative that it is proposing, and includes a cut, illustration or other documents that clearly indicate that the product offered is an equal to the product specified.

The Akron-Canton Regional Airport reserves the right to approve any proposed equal, or to disapprove any such proposed alternative.

4.4 TRAINING/TECHNICAL ASSISTANCE

The Contractor must furnish professionally conducted training sessions to the extent described below. This training will be provided by the Contractor as a portion of the Contract, at no additional cost to the Akron-Canton Regional Airport.

For each unit delivered, the Contractor must train Akron-Canton Regional Airport personnel in the proper, safe operation of the unit and any auxiliary items for a minimum period of two (2) hours. This training will be conducted by knowledgeable, experienced personnel, at the Akron-Canton Regional Airport facility.

In addition, for each unit delivered, the Contractor must train Akron-Canton Regional Airport, trades technicians in the most efficient methods of diagnosing, troubleshooting, maintaining and repairing the unit and any auxiliary items for a minimum period of four (4) hours.

4.5 STANDARD PRODUCT

Experimental 4 X 4 Diesel Powered Cab / Chassis Trucks with Front-Mounted Runway Brooms will not be acceptable. Any 4 X 4 Diesel Powered Cab / Chassis Trucks with Front-Mounted Runway Brooms which are not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for approximately one (1) year prior to the offering of this bid, will be considered experimental. The Akron-Canton Regional Airport reserves the right to determine what constitutes experimental equipment.

Hybrids and/or combinations of two (2) or more standard production units may not be accepted. The Contractor must furnish evidence upon request that the 4 X 4 Diesel Powered Cab / Chassis Trucks with Front-Mounted Runway Brooms to be furnished has been commercially available through the proposed manufacturer to the trade for a period of not less than approximately one (1) year and has been fully field tested to the satisfaction of the Airport Manager.

4.6 GENERAL CONSTRUCTION

The 4x4 Diesel Powered Cab/Chassis Truck with Front-Mounted Brooms furnished will be the manufactures latest model. Appurtenance and/or accessories not herein mentioned, but necessary for complete unit ready for use upon delivery will be included. The 4x4 Diesel Powered Cab/Chassis Trucks with Front-Mounted Runway Brooms will conform to the best practices known to the trade in strength, quality of material and workmanship and be subject

to this specification in full. The specification will be construed as minimum. Should the manufacturer's current published data or standard package exceed this, it will be considered minimum and will be furnished. The Akron-Canton Regional Airport reserves the right to waive or make exceptions to this requirement in the airports best interest.

4.7 EQUIPMENT, COMPONENT AND DIMENSIONAL DATA

Under this agreement, the Contractor is required to assemble and furnish to the Akron-Canton Regional Airport a detailed list of information (approximately 150 data items) related to the specified 4 X 4 Diesel Powered Cab / Chassis Trucks with Front-Mounted Runway Brooms, the component parts and mounted equipment, no later than fifteen (15) calendar days prior to scheduled delivery date.

Any and all costs involved in providing the requested information must be anticipated by the Contractor and incorporated into the bid pricing. The Contractor will not be entitled to any additional compensation from the Akron-Canton Regional Airport, as a result of this provision.

4.8 CLEAN AIR ACT

The Contractor must comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, Contractor must comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. Contractor must report and require each Subcontractor to report any violation of these requirements resulting from any activity related to the implementation of this Agreement to the Akron-Canton Regional Airport, and the appropriate U.S. EPA Regional Office.

4.9 WARRANTY

The specified, 4 X 4 Diesel Powered Cab / Chassis Trucks with Front-Mounted Runway Brooms and all mounted/furnished equipment must be warranted against defective design, material or workmanship for the minimum periods listed in the Bid Data Pages Warranty Section or one year, whichever is greater.

Any repairs made by the Contractor during the respective warranty period must in turn be warranted for a period of three (3) months from the date of their completion, or until the end of the original coverage period, whichever is later.

Chronic defects in design, material and workmanship as warranted herein must be rectified in all units furnished under these specifications. Chronic defects, for purposes of this warranty, must be defined as defects of a similar nature which occur in more than three (3) [or ten percent (10%) of the quantity, whichever is greater] of the units furnished under these specifications.

The Akron-Canton Regional Airport may avail itself of the manufacturer's standard (or "no cost" incentive) warranty, or any provision thereof, in lieu of the warranty outlined herein, if deemed to be in the best interests of the Airport.

The Contractor must have factory warranty authorization, factory trained mechanics and adequate shop facilities, tools, parts and service facilities in the Northeast Ohio Area (as determined by the Airport) to service the chassis in his own shop during the warranty period.

In addition, the manufacturer(s)/dealer(s) of the mounted equipment and/or accessories furnished by the Contractor under this specification must employ sufficient factory trained personnel and maintain adequate shop facilities, service facilities and parts inventories within the Ohio/Northeast Ohio area to service/repair the subject equipment/accessories throughout their warranty period. For repair parts and services, the Contractor must warrant for a period of 90 days from the date of final acceptance (i.e. the date the unit is returned to the Airport) all parts and services, that it will, at its own expense and without any cost to the Akron-Canton Regional Airport, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The Contractor must provide copies of standard warranties that will be used in the regular course of business for service repairs. Warranties will not commence until the vehicle is accepted by the Akron-Canton Regional Airport and placed into service. The Contractor will be responsible for the warranty of all parts and labor, regardless of whether the parts and/or labor was provided by subcontractors.

The Contractor must furnish a warranty for the items and services provided under this Contract in accordance with the standard warranty regularly supplied. Exceptions to this warranty will be damage or loss due to theft, vandalism, or accidental occurrences outside the Contractor's control.

In the event such repair fails to endure this minimum period, the Akron-Canton Regional Airport, may elect to repair the unit in-house on an "emergency basis", and/or the Contractor will replace the subject part(s) and/or furnish the necessary labor to make good the subject repair at no additional cost to the Airport.

When the contractor, to complete a work order, only furnishes labor, the Contractor will warranty the work for a minimum period of 90 days.

Also, in the event the repair(s) fail to endure this minimum warranty period, the contractor will incur all costs in transporting the unit back to the maintenance location, and returning it to the Akron-Canton Regional Airport, after the warranty repair is completed.

4.10 PUBLIC CONVENIENCE

All work performed under this Contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities of the facility where the

work is performed. The Contractor is responsible for conducting all work in such a manner as to minimize debris left in the public way and shall provide cleanup as required by the Airport Management. Whenever the Airport Management determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

The Airport Management may at any time require additional provisions if such are deemed necessary for public safety or convenience.

4.11 CLEAN UP

The Contractor must, during the progress of the work, remove, and dispose of all materials and the resultant dirt and debris daily and keep the work site(s) and adjacent premises in a clean condition satisfactory to the City. Upon completion of work, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

4.12 PROTECTION OF WORK, DAMAGES AND REPAIRS

The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the Akron-Canton Regional Airport.

The Contractor will be responsible for and shall repair and pay for damages to new and existing structures, material, equipment, plant, stock, and apparatus during the course of the work, where such damage is directly due to work under this contract, or where such damage is the result of the negligence, or carelessness on the part of the Contractor or of its employees, or on the part of the Contractor's subcontractor or its employees. However, the Contractor must first immediately notify the Airport Management, or his authorized representative, and report the nature and extent of damages prior to making any such necessary repairs.

4.13 QUALITY OF WORKMANSHIP AND MATERIALS

1. Standards of Performance

The Contractor will perform or cause to be performed, all Work required of it under the terms and conditions of this Contract with that degree of skill care and diligence normally exercised by experienced Contractors performing work in projects of a scope and magnitude comparable to this project. The Contractor will use reasonable efforts to assure timely and satisfactory completion of the Work. The Contractor will at all times, act in the best interest of the Airport. The contractor will perform or cause to be performed, all Work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the Airport.

2. Correction of Work

The Contractor when directed in writing by the Airport Management, will promptly remove, re-perform, or correct all Work

identified to be defective or as failing to conform to the standard set forth above or in the contract Documents, whether observed before or after completion of the Contractor's Work and whether or not installed or completed. The Contractor will bear all costs of correcting such defective or nonconforming Work, including costs associated with removing any nonconforming Work and installing corrected Work and compensation for any additional services made necessary thereby.

3. Failure to Proceed with Directed Work

In case of failure on the part of the Contractor to execute Work ordered, in writing, by the Airport Management, the Airport Management may, at the expiration of a period of forty-eight (48) hours, request the Akron-Canton Regional Airport to give notice, in writing, to the Contractor and proceed to execute such Work as may be deemed necessary and the cost thereof, will be deducted from compensation due or which may become due the Contractor under this Contract.

4.14 WORK PERFORMED AT AKRON-CANTON REGIONAL AIRPORT, FACILITY

1. Employees

- i. The Contractor's personnel will exercise safe and sound business practices with the skill, care, and diligence normally shown by professional technicians employed in the type of work required under this contract.

2. Character of Workers

- i. The Contractor will employ only competent and efficient employees, and whenever, in the opinion of the Airport Management, any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instructions or conducts themselves improperly, the Contractor will, upon the request of the Airport Management, remove the employee from the work and will not employ such employee again for the work under this Contract, except with the written consent of the Airport Management. The Contractor will not permit any person to enter any part of a Akron-Canton Regional Airport, facility, or property while under the influence of intoxicating liquors or controlled substances. The Contractor will not permit obnoxious behavior, or possession or consumption of alcoholic beverages or drugs anywhere on the site of any work to be performed under this Contract.
- ii. The Airport Management has authority to request the Contractor to remove any worker who proves to be incompetent or negligent in his/her duties.

3. Uniforms

- i. The Contractor's employees or subcontractors are required to wear suitable uniforms, during the time they are on duty on any Akron-Canton Regional Airport, property.

- ii. The Contractor's employees or subcontractors must wear an identification badge at all times while on duty on any Akron-Canton Regional Airport, property.
 - iii. The Contractor's employees must have proper identification on their person before they will be allowed on any Akron-Canton Regional Airport, property.
4. Use of Akron-Canton Regional Airport, Facilities
- i. The Contractor must inform the Akron-Canton Regional Airport or authorized representative of the use of Akron-Canton Regional Airport, facilities, such as telephones.
 - ii. Smoking is prohibited in all Akron-Canton Regional Airport, facilities.
 - iii. The Contractor will require that all employees refrain from disturbing papers on desks, opening desk drawers or cabinets.
 - iv. While on Akron-Canton Regional Airport, premises, the Contractor will not store any equipment, tools, or materials without prior written authorization from the Airport Manager. The Akron-Canton Regional Airport will not be responsible for or liable to pay the Contractor for any loss of equipment, tools or materials stored in unsecured areas without proper authorization.

4.15 USE OF AKRON-CANTON REGIONAL AIRPORT, FACILITIES

Use of Akron-Canton Regional Airport, telephones, equipment or other apparatus at Akron-Canton Regional Airport, facilities is prohibited without the prior approval of the Akron-Canton Regional Airport. While on Akron-Canton Regional Airport, premises, the Contractor must not store any equipment, tools, or materials without prior written authorization from the Airport Management. The Akron-Canton Regional Airport will not be responsible for or liable to pay the Contractor for any loss of equipment, tools or materials stored in unsecured areas.

4.16 WORK IN PROGRESS

Work in progress at the termination date of the contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor vacate his/her obligations under this agreement until all work issued to him/her prior to the expiration of the Contract has been completed and accepted by the Akron-Canton Regional Airport.

4.17 QUALITY CONTROL

The Contractor must utilize industry-recognized standards and procedures to assure that a satisfactory level of quality control is maintained in all stages of the manufacturing, assembly and installation process. Employees of the Akron-Canton Regional Airport or agents acting on behalf of the

Airport, accompanied by such Akron-Canton Regional Airport, personnel will have open access to all areas/ facilities in order to ensure that proper quality control standards are being met.

4.18 DESIGN AND CONSTRUCTION PRACTICES

The 4 X 4 Diesel Powered Cab / Chassis Trucks with Front-Mounted Runway Brooms and any/all assemblies, subassemblies, component parts, etc., must be designed with a factor of safety that is equal to or greater than that which is considered standard and acceptable for this class of equipment. Where applicable, the vehicles or equipment must conform to the standards established by Military Specifications, the Society of Automotive Engineers, Federal Aviation Administration or the Federal Motor Safety Standards. Assemblies, sub-assemblies, component parts, etc., must be standard and interchangeable throughout the entire quantity of units purchased under this document. Assemblies, sub-assemblies, component parts, etc., that are obsolete or approaching obsolescence due to material, design changes or improvements will not be acceptable, and will be subject to replacement with current assemblies, sub-assemblies, component parts, etc.

The 4 X 4 Diesel Powered Cab / Chassis Trucks with Front-Mounted Runway Brooms furnished by the Contractor under this Specification must also comply with all applicable Federal OSHA, State of Ohio and local laws/acts, ordinances in effect at the time of delivery.

The 4 X 4 Diesel Powered Cab / Chassis Trucks with Front-Mounted Runway Brooms must be designed to function reliably and efficiently in sustained operation, under conditions which are typical for the intended application.

The 4 X 4 Diesel Powered Cab / Chassis Trucks with Front-Mounted Runway Brooms must be designed to permit accessibility to all major lubrication and maintenance points with minimal disturbance of other components or assemblies.

Where "heavy-duty" items are required by this Specification, the term will be understood to define items which exceed the quality, capacity, durability and/or quantity of those items normally supplied with a standard production unit.

No dealer advertising labels may be affixed to a unit when delivered to the Akron-Canton Regional Airport.

4.19 SPECIAL REQUIREMENTS FOR AUXILIARY ELECTRICAL EQUIPMENT

When any auxiliary electrical items are required by the specifications, a fuse or junction box suitable for connection of the auxiliary equipment required must be installed in a location subject to approval by the Akron-Canton Regional Airport, Automotive Engineering Section. Junction box must include fused circuits sufficient to accommodate the required

auxiliary equipment. Fuses connected to constant power must be connected directly to the chassis battery with a continuous run of 8-gauge marine-rated wire. An appropriately sized waterproof circuit breaker with test button and swing-out reset switch must be installed in the main lead from the battery.

Each relay and fuse added to power auxiliary equipment must be clearly and permanently labeled with the function it controls. Each fuse must be sized as necessary to match circuit demands and component- manufacturer recommendations; each fuse must be rated to effectively protect its circuit.

All auxiliary equipment wiring, including wiring in the engine compartment and in the passenger compartment, must be enclosed in suitably sized wire loom. All wiring must be continuous lengths with soldered and heat- shrink-wrapped connections. Any opening cut in metal must be appropriately sized and must be fitted with a grommet to protect wiring and filled with silicon to seal out weather and noise.

In all cases, installation of auxiliary equipment must be done in a professional manner, following the requirements and guidelines of all involved auxiliary-equipment manufacturers and, where more restrictive, applicable industry (NEMA and SAE) standards and best practices. Installations must be consistent from vehicle to vehicle furnished by the Contractor under this Specification, including such details as operation, wire colors and wire routing. Readable, electronically printed wiring diagrams showing the consistent installation methods must be furnished at time of delivery for each model year and equipment configuration furnished by the Contractor under this Specification.

Wiring must not pass within 3" of exhaust system components. Wiring installed from 3" to 6" of exhaust system components must be heat shielded.

4.20 MANUALS, CERTIFICATES, APPLICATIONS, ETC.

All manuals must be provided in English. One (1) operator's manual and one (1) set of maintenance manuals must be provided with each vehicle purchased.

For purposes of these specifications, a set of maintenance manuals must include one (1) complete parts manual, one (1) technical service manual, one (1) complete wiring schematic (if not included with in the service manual) and service and parts manuals for all auxiliary equipment.

Technical Service Bulletins (TSBs) must be forwarded directly to the Akron-Canton Regional Airport as they are issued.

A minimum of forty-eight (48) hours prior to delivery, the Contractor must furnish the Akron-Canton Regional Airport, attention Jeff Rosette, 5400 Lauby Rd. North Canton, OH 44720 with the following items for each unit being delivered: Certificate of Origin and line-set sheet; Odometer Statement (in addition to odometer disclosure on Certificate of Origin), and applicable warranty certificate(s).

NOTE: The above listed documents must indicate the Akron-Canton Regional Airport, as the owner of the vehicle. The assigned unit number and the respective department name must also be indicated on all documents, in the appropriate places.

No vehicle / equipment deliveries will be accepted unless the Contractor has fulfilled all of the above listed requirements.

4.21 LITERATURE/ DATA

The Contractor must submit three (3) copies of each of the informational items listed in Section 4.24, PLANS AND DRAWINGS, with the bid, or upon the request of the Akron-Canton Regional Airport:

4.22 MEETINGS AND INSPECTIONS

A Pre-Construction meeting must be held at the facility of the department ordering the equipment, prior to construction of any units. This meeting must be attended by the Contractor's technical representatives to view the present units and to discuss construction techniques and particular component placement. The Contractor representatives must have the full authority to provide binding decisions on the Contractor's behalf.

A pre-paint inspection must be performed at the manufacturing facility prior to the first unit from each order being completed and shipped. Two (2) representatives from the using department and two (2) representatives from the Akron-Canton Regional Airport will attend this inspection. The expense of appropriate travel, lodging and meals for this inspection must be borne by the Contractor.

For purposes of travel expenses, travel to and from the inspections by department, personnel must be by automobile up to a maximum of 200 road miles from the Akron-Canton Regional Airport at 5400 Lauby Road North Canton Ohio. If travel is required in excess of 200 road miles, the Contractor must provide Akron-Canton Regional Airport, employees with travel via commercial airlines with a 14-day notice of arrangements being provided prior to the inspection date.

Final acceptance of each unit will be at the facility of the airport ordering the equipment.

4.23 4 X 4 DIESEL POWERED CAB / CHASSIS TRUCKS WITH FRONT-MOUNTED RUNWAY BROOMS

It is the intent of these specifications to describe the requirements for a diesel powered, 4 x 4 truck chassis and cab, completely equipped with a front mounted runway broom and a forward mounted cab. Unit must be of dual engine configuration, with a rear-mounted propulsion engine and a

broom power unit (engine) positioned between the cab and the propulsion engine. Vehicle must be off-highway type; no on/off highway type chassis, or modified 4x2 chassis will be considered. All components of the vehicle must be approved for the intended application by the respective component manufacturers.

4.24 PLANS AND DRAWINGS

4.24.1. The Contractor should submit three (3) copies of each of the following informational items with the bid, or upon the request of the Akron-Canton Regional Airport or a designee.

4.24.2. Detailed multiple-view drawings of the proposed cab and chassis, with the proposed mounted equipment, including all major components, listing dimensions including BBC, WB, CA, OAH, etc.;

4.24.3. Manufacturer's published literature for all pertinent chassis components, i.e., engine, transmission and brakes;

4.24.4. Verifiable engine power curves, fuel consumption curves and engine/transmission compatibility data (or scan);

4.24.5. Manufacturer's published literature for the proposed high speed runway broom, including hydraulic motor ratings and literature;

4.24.6. Completed bid data pages, bound herein.

4.25 PRIME BIDDER/CONTRACTOR

While it is understood that the various components incorporated into the unit assembly are warranted by the specific component manufacturers, the successful Bidder will be responsible for assistance in and resolution of any and all warranty related problems. The successful Bidder is regarded as the Prime Contractor for the completed vehicle. As such, the Bidder will be held responsible for the proper selection, application and performance of all components utilized in the completed vehicle.

4.26 OVERALL DESIGN

4.26.1. Chassis GVWR must be a minimum of 45,000 pounds.

4.26.2. Wheelbase must be the shortest dimension necessary to properly mount and distribute the weight of the payload and mounted equipment; approximately 164".

4.26.3. BBC dimension (effective) must be approximately 75".

4.26.4. The overall height of the completed unit, including cab, body and any/all attachments, must not exceed 140".

4.26.5. Overall unit length must not exceed 39' with the runway broom mounted.

4.26.6. Overall chassis width (not including broom) must not exceed 102".

4.26.7. Starting gradeability must be a minimum of 25% in first gear.

4.26.8. Calculated maximum speed of vehicle on level pavement must be a minimum of 45 MPH at governed engine speed.

4.26.9. The chassis and the high-speed runway broom must start and perform at full capability at ambient temperatures down to -40°F.

4.26.10. The high-speed runway broom unit must be designed and constructed to allow all functions to be controlled and monitored from the cab, by a single driver/operator.

4.26.11. The vertical center of gravity of the completed unit must be kept as low as possible to optimize maneuverability, braking and overall safety/performance.

4.27 FRAME

4.27.1. The chassis frame must be constructed from full length, full depth, single channel rails. Fish plating of frame is not acceptable. The frame must be assembled with suitably sized/placed cross members and grade #8 bolts and locknuts. Rails that are spliced or cut to accommodate components are not acceptable.

4.27.2. NOTE: Sufficient "after frame" must be provided to fully support the rear-mounted propulsion engine and other specified equipment.

4.27.3. Channels must be produced from 110,000 PSI yield strength steel. RBM (Resisting Bending Moment) must be 2,500,000 inch-pounds.

4.27.4. An integral front frame extension must be provided to support the full weight of the runway broom unit during transport. The frame extension must be a continuous one-piece extension of the chassis frame rails.

4.27.5. Two (2) sets of extra heavy duty steel tow hooks must be mounted to the chassis frame rails (front and rear).

4.28 PROPULSION ENGINE

4.28.1. The vehicle must be powered by an electronically controlled, water cooled, in-line six-cylinder, turbo charged diesel engine. Engine electronics must have management system and on-board engine diagnostic capabilities.

4.28.2. SAE gross horsepower rating must be 330 HP minimum. Gross torque must be 1,250 foot-pounds minimum.

4.28.3. Engine, in combination with the transmission and axle ratios, must provide the performance specified in the "Overall Design" Section.

4.28.4. Engine must be equipped with a suitable governor to limit RPM to a maximum of 2,100.

4.28.5. Engine must be equipped with OEM's largest capacity, full-flow oil filter(s); spin-on type. Engine must also be equipped with a heavy-duty engine oil cooler.

4.28.6. Engine must be equipped with OEM's largest capacity, two-stage dry type air filter. Air restriction indicator must be installed in cab. An inside (under-housing) air cleaner intake must be provided.

4.28.7. Unless engine is equipped with glow plugs or other pre-heating devices, an ether starting aid must be wired through the ignition switch and key activated. One ether canister must also be provided.

4.28.8. The integrated electronic controls must be programmed to shut-down the engine in the event of low coolant level, high coolant temperature or low oil pressure. An override provision must also be included.

4.28.9. Engine must be equipped with a coolant heater {110 VAC; 1,500 watt element) with thermostatic control, weather proof receptacle and sentry light. Sentry light must be mounted in cab, on top of dashboard (right side); visible from street. Light must be wired to indicate failure of heater element.

4.29 COOLING SYSTEM - PROPULSION ENGINE

4.29.1. Radiator must be the largest frontal area and depth available from the chassis manufacturer as a regular production option for the chassis model proposed. Aluminum radiators are required.

4.29.2. Radiator fan must be thermostatically controlled.

4.29.3. All coolant and heater hoses should be silicone. Hose clamps must be "constant torque" type.

4.29.4. System must be equipped with a by-pass thermostat; temperature rating must be selected for all-season service.

4.29.5. Cooling system capacity/efficiency must maintain recommended engine operating temperatures during extended idling periods in ambient temperatures up to 100°F.

4.29.6. Coolant must comply with ASTM #D-4985 standard for low silicate ethylene glycol base engine coolant for heavy duty diesel engines.

4.29.7. Cooling system must include a Nal-Cool charge canister plumbed into the system. Coolant must be blended with Nal-Cool#2000 additive.

4.29.8. Coolant mixture must withstand freezing in an ambient temperature of -34°F.

4.29.9. Drain cocks must be installed at the low point of the cooling system, and at other such points as may be necessary to drain the system completely.

4.30 EXHAUST SYSTEM -- PROPULSION ENGINE

4.30.1. The engine must be equipped with a muffler and stack pipe, located adjacent to or within the engine compartment. Piping and clamps must be positioned so they do not interfere with other chassis components.

4.30.2. Stack must be equipped with an exhaust guard, if required by design. A hinged rain cap should also be installed at the top of the stack pipe.

4.30.3. Engines equipped with Diesel Particulate Filters must also be provided with Selective Catalytic Reduction systems.

4.31 FUEL SYSTEM-- COMBINED

4.31.1. The vehicle must be equipped with dual ICC approved fuel tanks; not less than 240-gallon combined capacity. The tanks must be constructed of heavy gauge steel or aluminum and must be securely mounted to the chassis frame. (NOTE: Tanks that are mounted under the operator's seat are not acceptable). Tanks must be interconnected with the largest available (minimum 1-inch diameter) crossover line and must have one side fill capability. Each tank must have a 4-inch diameter filler neck with chained fuel cap, and must be labeled "Diesel Fuel Only". Unobstructed access to the fuel fill must be provided.

4.31.2. Each engine must be equipped with a replaceable fuel filter. Filter must be mounted in the respective engine compartment, with wire braided lines running to the pump. Fuel filters must be accessible and easily serviced.

4.31.3. Fuel-water separators must be provided for each engine; Fuel-Pro Model #382 with heating element and see- thru bowl. Separators must be accessible and easily serviced.

4.32 ELECTRICAL SYSTEM

4.32.1. Vehicle starting/lighting systems must be 12-volt.

4.32.2. Four BCI "Group 31" 12-volt maintenance free batteries must be

installed. Batteries must have stainless steel terminal studs. Each battery must be rated at a minimum of 625 CCA and 95 ampere hours. Both engines must utilize these batteries for purposes of starting.

4.32.3. Batteries must be completely enclosed in an anti-corrosive battery box. Battery box must be equipped with a completely removable cover and lock hasp for ready servicing. Battery cables must be equipped with sealed terminals. Positive and negative “jump start” terminals must be installed outside of the box, suitably protected.

4.32.4. Alternator must be a minimum of 145 ampere capacity.

4.32.5. Both engines must be equipped with heavy duty 12-volt starting motors, thermal overload protected; Delco 42MT, Type 450.

4.32.6. NOTE: Starter cables must be run in continuous lengths from the batteries to the starter.

4.32.7. Each circuit must be protected by an automatic reset type circuit breaker. All breakers must be installed in a panel, with each circuit identified by name. (All wiring must be weatherproof; SLX nomenclature type; insulated; numbered; contained in a loom.)

4.32.8. NOTE: A dedicated 20 ampere circuit must be provided in the circuit breaker panel to power/protect a 2-way radio. Radio must be furnished and installed by the Airport (as required).

4.32.9. Wiring installed in the undercarriage must be supported by insulated fasteners, spaced no further than 18” apart. All undercarriage wiring must be in continuous lengths with sufficient slack at termination points, and no “butt” splices.

4.32.10. All wiring entrance holes to the cab must be protected with suitable grommets or bushings and sealed with silicone caulk. Alternatively, connections may be made using bulkhead electrical harnesses.

4.32.11. An OEM-installed junction block, with a minimum of 8 terminal posts, must be placed in an accessible location inside/near the cab. All wiring to auxiliary equipment must be run from these terminals. Connections must not be spliced into cab wiring.

4.32.12. A “Wired Rite” master breaker/switch must be installed in the cab of the vehicle or manufactures standard design. The breaker/switch must interrupt the hot feed wire (to the breaker panel) to reduce the threat of fire due to electrical shorts. Amperage rating must be matched to the gauge of the feed wire.

4.32.13. All auxiliary electrical items (i.e. non-OEM lighting) must be controlled by "Wired Rite" magnetic circuit breaker type switches, rated in accordance with the respective function. All switches must be installed in a single “Wired Rite” LED panel, backlit to illuminate each switch. Panel backlighting must be activated when the vehicle's headlights are turned

on. The panel must be mounted in a dash opening (if available) or attached to the dash.

4.32.14. NOTE: The exact mounting method and location of any necessary switch panel must be approved by the Akron-Canton Regional Airport prior to final construction.

4.32.15. Auxiliary electrical items must be wired to become "live" only when the ignition switch is in the "on" position.

4.33 LIGHTING

4.33.1. The unit must be equipped with two (2) sealed beam headlights with high/low beam and integral turn signals mounted to front outside corners of the *cab*.

4.33.2. Turn signals and safety flasher controls (or controls with equal/superior amperage capacity) must be mounted to the steering column.

4.33.3. Cab identification and marker lights must be flush mounted or low-profile type LED lights.

4.33.4. Two (2) sealed LED stop/tail/turn lamps and one *reverse* lamp must be installed on each side at the rear of the vehicle. Each set of lights must be wired separately to the junction box.

4.33.5. An intermittent audible back-up alarm must be installed. This alarm must be integrally wired to the vehicle's *reverse* lights.

4.33.6. Vehicle must be equipped with an LED light bar, installed *above* the cab on a stainless-steel roof-mount bracket or side light bar.

4.33.7. Lighting must be EMI disabled. Lighting must be filtered such that within the 100 MHz to 900 MHz frequency band, radio frequency interference (RFI) is less than 0.1 microvolt at a distance of one (1) meter from the unit.

4.33.8. One supplemental combination brake, tail and turn signal LED lamp and one amber LED lamp must be mounted at the top rear of the unit, each side. The amber lamps must be wired as alternating flashers.

4.33.9. Two driving lights and two work lights must be installed at the front of the cab.

4.33.10. All light sockets (OEM and auxiliary lighting) must be lubricated with

corrosion preventive dielectric grease.

4.33.11. The vehicle must be equipped with all lights and reflectors necessary to comply with ICC, State of Ohio and Federal Motor Vehicle Requirements.

4.34 DRIVE LINE SYSTEM

4.34.1. The chassis must be equipped with a heavy-duty 4-speed minimum automatic transmission. The manufacturer's rated input torque capacity must not be less than 110% of the maximum rated net torque output of the engine.

4.34.2. Torque converter ratio must meet requirements of "OVERALL DESIGN" section of these specifications.

4.34.3. If recommended by the transmission manufacturer, an adequately sized external oil cooler (oil to water) must be furnished and plumbed into the engine cooling system.

4.34.4. If recommended by the transmission manufacturer, an external transmission oil filter must be plumbed "downstream" of the transmission oil cooler, mounted in a readily accessible location. Plumbing, bracketry, etc. must not conflict with body mounting requirements.

4.34.5. The front and rear axles must be powered through a heavy-duty single or 2-speed transfer case. 2-speed transfer case high/low range selection must ensure positive shifting.

4.34.6. The drive system must incorporate a driver controlled rear axle disconnect mechanism. An air or hydraulically actuated lock-up system must also be provided. The system must be controlled by means of a dash-mounted switch with warning light.

4.34.7. The transfer case must have a maximum torque capacity, rating which exceeds the torque produced by the engine/ transmission.

4.34.8. Four splines must be used on all steering and drive shafts or manufacturers standard design.

4.34.9. Front axle must be drive/steer type, rated at a minimum of 27,000 pounds at the hubs.

4.34.10. Rear axle must be rated at a minimum of 18,000 pounds at the hubs.

4.34.11. Axles must be full-floating torsion flow type. Ground clearance to the lowest point of the axle housings must be a minimum of 10".

4.34.12. The ends of the front axle must be removable and enclosed with a ball and socket to seal the axle steering joints from dirt and slush. Trunnion pins must be supported by pre-loaded tapered roller bearings or high-capacity low friction sealed spherical bushings.

4.34.13. The front and rear differentials must be "non-slip" type, controlled by a single air actuated switch. The control switch, located in the cab, must engage/ disengage both differential clutch systems. Axle ratios must meet requirements of "OVERALL DESIGN" section of these specifications. Axles must be certified for the specific application by the component manufacturer.

4.35 BRAKE SYSTEM

4.35.1. Vehicle must be equipped with a complete air braking system.

4.35.2. The air compressor must have a minimum capacity, of 16 CFM.

4.35.3. The system must be equipped with an air dryer, with heating element.

4.35.4. The system must include a low-pressure buzzer and all valves, gauges and switches necessary for maximum vehicle safety.

4.35.5. All brakes must be cam or wedge type. Lining sizes must be selected to meet or exceed the respective gross axle weight ratings (**GAWRs**).

4.35.6. All brakes must be equipped with automatic slack adjusters.

4.35.7. An air inflator valve must be provided to facilitate re- charging of the brake system in emergency situations or manufacturers standard design. Valve must be equipped with suitable dust shield. (Location must be approved by the Akron-Canton Regional Airport prior to construction.)

4.35.8. All brakes must be provided with suitable dust shields. All brake pins must be sprayed with "never seize" prior to assembly.

4.36 STEERING AND SUSPENSION

4.36.1. Steering must be rated at a minimum of 27,000-pound capacity, Integral hydraulic power assisted gear type. NOTE: Full hydraulic steering is unacceptable.

4.36.2. Alloy steel springs must be semi-elliptical or tapered parabolic type, rated to full capacity, of axle rating. Spring pins must be provided with "zerk" type grease fittings and heavy-duty bronze bushings.

4.36.3. If required by design, shock absorbers must be installed on the front axle.

4.37 TIRES AND WHEELS

- 4.37.1. Wheels, rim and tire ratings shall conform to The Tire and Rim Association's published recommendations.
- 4.37.2. Tires. Each tire shall have a rated carrying capacity at least equal to the loads imposed on them in the maximum load configuration (i.e., rotary plow up and rotary plow down). Tires on each individual axle shall be of the same size. Tires between axles may vary due to loads, configurations, and engineered gearing sets. In such cases, care must be taken and all components must be viewed as a system that provides an acceptable speed match between driven axles. Tires shall have an aggressive tire tread. Tires (and tubes when applicable) shall meet the first line commercial grade requirements for the speed and type of service required. The front and rear tread widths shall not vary by more than 4%.
- 4.37.3. Spare Rim/Tire. Spare rims and tires are required for both the carrier vehicle and blower attachment (casters). If one size and configuration of tire and wheel cannot be immediately interchanged to all positions on the vehicle, one spare rim and tire for each distinct configuration is required.

4.38 CAB

- 4.38.1. The vehicle must be equipped with a fully enclosed, thermally and acoustically insulated, cab. Cab must be mounted on the frame as far forward as good engineering practices will permit. Acoustic insulation must be installed to limit noise level to 85 dB as measured 6" from the driver's ear @ full engine RPM.
- 4.38.2. The unit must have a cab dimension width of 74" maximum. For maximum visibility, the operator's eye height must be approximately 10' above ground level when seated.
- 4.38.3. The cab structure must be constructed with galvanized or stainless steel or aluminum with fiberglass.
- 4.38.4. Cab must be provided with the following interior equipment, accessories and instrumentation:
- 4.38.5. Air suspension driver's seat, with gray fabric upholstery; and non-suspension passenger seat, gray;
- 4.38.6. Back-lit (brightest available) fuel gauge, air pressure gauges, voltmeter, electronic speedometer and tachometer, water temperature gauge, oil pressure gauge (with warning light), transmission oil temperature gauge (with warning light) and oil pressure actuated hour meter installed in the cab dash, by the OEM; indicator lights alone are not acceptable;
- 4.38.7. Flat tinted safety glass; all windows;
- 4.38.8. NOTE: Windshield should be installed on a "forward" or

"reverse" slant to reduce glare. Rear window must be sliding type. Total glazed area, including lower "peep" windows, must be a minimum of 28 square feet. Windshield must be heated.

4.38.9. Adjustable tilting, telescopic steering column and wheel;

4.38.10. Dual tinted sun visors (front & sides) and dual arm rests;

- 4.38.11. Two interior dome lights;
- 4.38.12. Coat hooks;
- 4.38.13. Heavy-duty fresh air heater and defroster with 3-speed blower; full cab circulation, including around the driver's feet; manufacturer's largest available regular production option for the chassis model proposed, 40,000 BTU capacity, minimum; side window defogger nozzles. The combination of insulation and heater output must be sufficient to maintain an interior temperature of 50°F in an ambient temperature of - 40°F;
- 4.38.14. Two caged air re-circulation fans;
- 4.38.15. Dash mounted engine throttle control; one for each engine;
- 4.38.16. Full solid rubber thermo-acoustical floor mat;
- 4.38.17. Heated, motorized outside rear view mirrors, West Coast 6" x 16" extension arm type, right and left; hinge mounted, with heavy-duty bracing; separately controlled motorized convex mirror each side; all stainless steel or anodized aluminum;
- 4.38.18. Cab grab handles, one each side; stainless steel or anodized aluminum handles and hardware;
- 4.38.19. Minimum dual windshield wipers with arctic blades, electric operated (windshield and side windows);
- 4.38.20. Windshield washers with 6-quart minimum capacity, plastic container, and a deluge system with a 20-gallon reservoir with level sight. System must be equipped with a 3 GPM pump to feed two deluge nozzles positioned above the front windshield, one deluge nozzle above each side window and one nozzle over each side view mirror. The system must work in conjunction with the wiper controls to provide a single shot of solvent.
- 4.38.21. Single or dual air horns with snow shields;
- 4.38.22. Ignition and door locks for all units purchased under these specifications should be keyed alike; six (6) keys per unit. Keys should also match existing vehicles. (Contact AKRON-CANTON REGIONAL AIRPORT, Automotive Engineering Section for acceptable key codes).
- 4.38.23. Steel traction type access steps and "grip strut" walkways must be provided along both sides of the cab. Handrails must be installed wherever practicable in order to maximize safety.
- 4.38.24. Front fender extensions or mud flaps must be installed.
- 4.38.25. Suitably trimmed "peep" windows must be installed in the lower portion of the door.

4.38.26. The cab must be equipped with two (2) halogen lamp spot lights; one right, one left. Control handles must be installed in the cab, within easy reach of the operator.

4.38.27. All cab installed controls must be brightly backlit and clearly identified with permanent labels/tags.

4.38.28. Any/all controls required for operation of the transfer case, differential locks, runway broom, etc. must be installed in the cab, within easy reach of the operator.

4.39 CHASSIS DECALS

4.39.1. All axles, transfer case, transmission and reservoir tanks must be tagged, listing the type of lubricant. Fuel, power steering, hydraulic and trans, checking points must be marked with painted labels.

4.40 PAINTING, RUSTPROOFING AND MARKINGS

4.40.1. All metal surfaces must be properly prepared for painting to insure removal of any/all surface rust, welding slag, soot, dirt, grease and wax.

4.40.2. All metal surfaces must be primed with a minimum of two coats of spray primer.

4.40.3. The entire unit, including the cab, bumper, chassis frame, tanks, wheels, body, etc. must be sprayed with sufficient coats of urethane enamel to produce a durable finish.

4.40.4. Pressure sensitive reflective sheeting must be applied to the right, left and rear sides of the vehicle. Sheeting must be alternating red and white pattern, 4" in height, applied along the full length and width of the body.

4.40.5. The cab, chassis and body must be rustproofed and undercoated using corrosion protection material.

4.40.6. NOTE: Alternate corrosion protection materials will be considered only where such materials appear on the Federal QPL (qualified products list) and the Contractor provides sufficient proof of his knowledge of (and prior conformance with) the standards described below.

Manufacturer of proposed material_____

Q.P.L. #_____

Work performed by: _____

Contact person and phone#:_____

Rustproofing must be applied in strict accordance with Federal Standard #2970, or most current revision thereof. Copy of Standard is available from the AKRON-CANTON REGIONAL AIRPORT, Automotive Engineering Section.

4.41 RUNWAY BROOM

4.41.1. A hydraulically driven, high speed runway broom must be mounted to the specified cab/chassis. The unit must start and perform at full capability at ambient temperatures ranging from -40°F to +100°F. The broom unit must be designed and constructed to allow all functions to be controlled and monitored from the cab, by a single driver/operator.

4.41.2. When mounted, the broom-to-front-axle dimension must be kept as short as possible for improved visibility and weight distribution.

4.41.3. The unit must have the ability to remove snow and other debris from runway surfaces at speeds up to 40 MPH. The broom head must be a minimum of 18' in length. Broom cores must be constructed of tubular steel. Drive sprockets must not support the weight of the core and wafers, unless the sprockets are constructed from ferrous material with sufficient strength to support the transferred loads.

4.41.4. The broom head must be driven through two high speed hydrostatic motors connected directly to planetary reduction gearboxes, mounted within the inner diameter of the broom core ends or by a single hydrostatic motor located at the center. There must be a maximum gap of 2" between the broom cores.

4.41.5. Broom movement (up/down/left/right) must be controlled by a single joystick.

4.41.6. The broom sweeping pattern must be regulated by means of a reliable system that requires no tools for adjustment. The system must regulate the down travel of the hydraulic lift cylinders. Lift cylinders must be mounted to equalize the load over the entirety of the broom frame. The lift cylinder system must be designed to prevent the sweeping brush from creeping downward.

4.41.7. The sweeping brush must be comprised of individual wafer segments installed onto a separate tubular core. Brush material must be a 50/50 mix of polypropylene and crimped wire. The diameter of the segments must be 46". One spare complete core assembly, with wafer segments, must be furnished with each unit.

4.41.8. In the operating mode, the broom head must be supported by 18"x 7" x 8", 16-ply caster tires supported by two 360° revolving caster assemblies. Each caster assembly must be equipped with a system to prevent caster shimmy at all sweeping speeds. Two spare foam filled caster tires (with wheels) must be furnished with each unit.

4.41.9. Each caster assembly must be designed to allow the brushes to follow the ground as close as possible. The majority of the broom weight must be securely borne by the frame and front suspension of the carrier vehicle.

4.41.10. The broom must hydraulically angle 45° to the right and the left of center. Angling must be powered hydraulically. Linkage configuration must ensure that the brush pattern and the weight of the broom head are centered on the carrier vehicle, regardless of the position (right/left/straight) of the broom head. The broom pattern must not vary more than ½ inch from end to end, regardless of head angle.

4.41.11. Provisions for left and right broom oscillation must provide free motion to allow brush pattern continuity over surface irregularities.

4.42 BROOM HITCH

4.42.1. The broom hitch must mount the broom to the chassis. The hitch must provide low friction mounting, and allow free floatation of the broom head, so that broom impacts due to surface irregularities are not transferred to the chassis. Hitch must incorporate a parallel arm system with four horizontal pins. Arms must be boxed construction for torsional stiffness. Pins must be 2" diameter, with greaseable, low friction bushings.

4.43 AIR BLAST UNIT

4.43.1. A hydraulically driven air blast unit must also be mounted to the specified cab/chassis. The unit must start and perform at full capability at ambient temperatures ranging from -40°F to +100°F and be constructed to allow all functions to be controlled and monitored from the cab, by a single driver/operator.

4.43.2. The air blast system must be rated at 22,800 CFM, and must produce a velocity, of 400 MPH through ductwork to right and left nozzles simultaneously. Air capacity, and velocity, must be certified by an independent test facility. Certification must be submitted upon delivery of each unit.

4.43.3. The air blast blower must be driven by a single or dual infinitely variable hydrostatic pump and motor combination. The blower must be centrifugal type.

4.43.4. Ductwork must be located behind the cab. The air ducts must be designed to raise for purposes of vehicle travel and storage. Ducts must be remotely operated from within the cab. The nozzles must provide for 9" minimum ground clearance when raised.

4.43.5. The Direction of Air Flow Must Follow the Direction of the Broom Cast. A Separate Control Must Be Provided to Change Blast Air Direction Independently from The Broom Control When Desired.

4.44 BROOM AND AIR BLAST ENGINE

4.44.1. All operations of the runway broom and air blast unit must be powered by a water cooled, in-line six-cylinder, turbo charged, after cooled diesel engine. SAE gross horsepower rating must be a minimum of 475 HP. Governed speed must be a maximum of 2,100 RPM. All control switches and gauges must be mounted in the cab.

4.44.2. The engine must be equipped with the proper size heavy duty fin and tube type radiator, heavy duty 2-stage air filter with restriction indicator, and an oil pressure actuated hour meter. Aluminum radiators are required.

4.44.3. The engine must be equipped with all filters and other accessories required for safe, efficient operation.

4.44.4. Engines equipped with Diesel Particulate Filters must also be provided with Selective Catalytic Reduction systems.

4.44.5. Unless engine is equipped with glow plugs or other pre-heating devices, an ether starting aid must be wired through the ignition switch and key activated. One ether canister must also be provided.

4.44.6. The engine must be protected by a "shut-down" system triggered by low coolant level, high coolant temperature or low oil pressure. An override provision must also be included.

4.44.7. Engine must be equipped with a coolant heater (110 VAC; 1,250 Watt element) with thermostatic control, weather proof receptacle and sentry light. Sentry light must be mounted in cab, on top of dashboard (right side); visible from street. Light must be wired to indicate failure of heater element.

4.44.8. Engine cooling system capacity/efficiency must maintain recommended engine operating temperatures during extended idling periods in ambient temperatures up to 100°F.

4.44.9. Self-adjusting radiator shutters must be provided, if recommended by the engine manufacturer for cold weather operation.

4.44.10. Coolant must comply with ASTM #0-4985 standard for low silicate ethylene glycol base engine coolant for heavy duty diesel engines.

4.44.11. Coolant must be blended with coolant conditioner. Charge canister must be plumbed into the cooling system.

4.44.12. Coolant mixture must withstand freezing in an ambient temperature of -34°F.

4.44.13. Drain cocks must be installed at the low point of the cooling system, and at other such points as may be necessary to drain the system completely.

4.44.14. The engine must be equipped with a horizontal muffler and vertical stack (with rain cap), mounted above the engine enclosure.

4.44.15. The engine must be enclosed in a housing of weatherproof design. Doors must be provided on each side of the housing. Engine compartment lights must be provided.

4.44.16. Tachometer, water temperature gauge, oil pressure gauge (with warning light) and oil pressure actuated hour meter for the broom/blast engine must be installed in the cab dash, by the OEM. Indicator lights alone are not acceptable.

4.45 HYDRAULIC SYSTEM - OVERALL DESIGN

4.45.1. The system must operate all functions of the runway broom and air blast unit in ambient temperatures ranging from -40°F to+ 100°F.

4.45.2. Where hydraulic lines/hoses are routed through frame or body members, they must be protected from abrasion with rubber grommets.

4.45.3. Flexible hose must be provided at all connections to cylinders and at all critical flexing points. All other lines must be plumbed using seamless steel hydraulic tubing. Hoses and lines must be high pressure, hydraulic type, suction line excluded. Fittings must be "swivel" type. Threads on all connectors must be treated with sealant designed for use with hydraulic fluids.

4.45.4. All directional valves must be electrically operated. Hydraulic cylinders must be compatible with the operating pressures.

4.45.5. The system must be protected by a suitably sized/rated pressure relief valve to maintain pressures at safe and efficient levels.

4.45.6. The reservoir and system must be filled with first quality multi-viscosity hydraulic fluid. The fluid must offer superior low temperature characteristics.

4.46 HYDRAULIC SYSTEM- RESERVOIR AND FILTER

4.46.1. The hydraulic pumps for the broom and blower must be fed from a common hydraulic oil reservoir. Reservoir must have 50-gallon minimum capacity.

4.46.2. The reservoir must be equipped with a 4" diameter "clean-out", a spin-on breather filter, magnetic drain plug, capped filler pipe, removable strainer and oil level/temperature sight gauge.

4.46.3. The system must be equipped with a multi-pass oil cooler sized to maintain oil at proper operating temperature and ambient temperature up

to 100°F. A thermostatically controlled fan must be provided to force air across oil cooler, for maintaining proper oil operating temperature.

4.46.4. Full-flow filters must be provided in both the pressure and return lines of the system, with accessible mounting locations and filter restriction gauges. Filtration must comply with SAE standard #J931.

4.47 HYDRAULIC SYSTEM: BROOM AND AIRBLAST

4.47.1. Rotation of the broom and the air blast blower must be powered by separate, variable speed hydraulic pumps. The pumps must be driven by the flywheel utilizing the engine PTO provision.

4.47.2. The broom must be driven by two (2) hydraulic motors, coupled to a suitably sized variable displacement hydrostatic pump. The broom drive system must produce a minimum of 4,800 ft-lbs. of peak torque at the broom core.

4.47.3. The pump must allow for infinite control of broom speed from 0 to 500 RPM. Hydrostatic pump displacement must be controlled electrically.

4.47.4. The blower impeller must be driven by a hydraulic motor. The pump and motor displacements must be selected to match the specified air handling requirements.

4.47.5. A separate hydraulic pump, powered by the chassis engine, must be utilized to perform the following functions: raise/lower the broom head; fully angle the broom head; raise/lower the blower ducts.

4.48 CONTROLS

4.48.1. Controls and instrumentation for the runway broom and air blast units must be installed in the cab, accessible to the operator. These controls must include, but not be limited to the following: power engine start/stop and engine speed throttle, hydraulic oil temperature gauge and warning light with buzzer alert for low hydraulic oil level.

4.48.2. Switches and controls for broom head lift/lower, deflector angle, broom angle, blower air blast direction and duct raise/lower must be installed in the cab.

4.48.3. All instruments and controls must be permanently labeled. Labels must be illuminated by controlled lighting for night operation.

4.49 CHASSIS RELATED EQUIPMENT

4.49.1. The chassis must have a heavy-duty channel type rear bumper, minimum 12" depth and 90" width, to protect the engine, radiator and engine cowling. An additional ICC approved bumper must be installed below the full width bumper if the rear overhang and mounting height warrant this addition.

4.49.2. The unit must be equipped with fenders to cover the front and rear wheels. The fenders must be constructed from 1/8" thick steel "diamond" plate, equipped with anti-sail mud flaps or manufacturer's standard design.

4.49.3. The chassis must be designed to permit easy and safe entry and egress for operator and service personnel. All sheet metal, cowling, steps and fenders must be free of sharp edges and protrusions.

4.49.4. Platforms and walkways, constructed from reinforced "grip strut" grating material, must be installed to cover any/all open deck areas to maximize safety and access to above-frame components. Grab bars and steps/ladders must be installed as required for safe entry and egress by personnel.

4.49.5. All sheet metal for cowling, shrouds and fenders must include supports and bracing to prevent distortion or cracking. The engine access cover must be equipped with a hold open device to prevent accidental closure.

4.49.6. A weatherproof, locking toolbox must be mounted to the frame at the left rear of the vehicle, behind the fender. Box must be the maximum size possible for the available space.

4.49.7. Tow hooks, described elsewhere in this document, must be installed in locations that provide adequate strength for towing and/or lifting of the unit with minimal frame distortion.

4.50 AIR OPERATED BROOM VIBRATOR PACKAGE

4.50.1. Units ordered must be equipped with an air-operated broom vibrator package, with in-cab controls. Unit must be a 12V type, with 3,000 pounds impact force minimum.

4.51 WEIGHT TRANSFER SYSTEM

4.51.1. Units ordered must be equipped with a fully automatic weight transfer system for the broom head. The weight transfer system must ensure that the chassis carries approximately 65% of the broom weight. Weight transfer to the chassis must be accomplished through a pair of hydraulic cylinders, which support the parallel arms of the hitch. Cylinders must have a minimum stroke of 12".

4.51.2. Pressure in the hydraulic cylinders must provide the lift necessary to transfer the broom weight to the chassis. A control valve must

automatically adjust to provide consistent weight transfer and minimize bouncing of the broom over the full range of operating conditions.

4.52 RADIO EQUIPMENT

Furnish and deliver F.O.B Akron-Canton Regional Airport, the below listed radio equipment, complete and ready for installation, with each unit. All necessary maintenance training, technical assistance and related components/ materials must also be supplied with the radios.

Communications Equipment: Each transceiver shall be equipped with its own microphone, antenna and remote speaker. One (1) permanently mounted VHF radio used to communicate with air traffic control facilities shall satisfy the criteria set forth in section 3 of Radio Technical Commission for Aeronautics document DO-186, "Minimum Performance Standards for Airborne Radio Communications Equipment Operating Within the Radio Frequency Range 117.975 to 137.000 MHz.," dated January 20, 1984. This document may be examined at any Federal Aviation Administration Regional Office. One (1) permanently mounted UHF FM narrow-band mobile radio capable of Radio Frequency Range of 450-470 MHz.

4.53 LAPTOP COMPUTER DIAGNOSTIC SYSTEM, SOFTWARE, CABLES AND CONNECTORS

4.53.1. Bidder must provide separate pricing on the Proposal Pages for a ruggedized, comprehensive laptop computer diagnostic system, complete with laptop computer, software, cables and connectors, capable of linkup to the apparatus to diagnose faults or problems throughout the apparatus, including but not limited to: Engine (both propulsion and auxiliary, if so equipped), Anti-Lock Braking System, Transmission, Multiplex system and any other apparatus systems which have troubleshooting capabilities. Package must contain all software, cables and connectors necessary to connect the system to the apparatus in order to perform diagnostic and troubleshooting functions. One-year pre-paid subscriptions to all pay per use systems must be included with this package. The Akron-Canton Regional Airport will select this equipment as needed on a per order basis.

4.54 CAB AIR CONDITIONING

4.54.1. Units ordered must be equipped with factory cab air conditioning. Cooling capacity, of air conditioning system must be sufficient to maintain a cab air temperature of 64°F in an ambient temperature of 100°F, with two (2) occupants in the cab.

4.55 AUTOMATIC LUBRICATION SYSTEM

4.55.1. Units ordered must be equipped with an automatic pump-driven lubrication system. System should utilize a pump and lubrication kit to lubricate lubrication points (except U-joints) using a suitable viscosity and grade of grease or lubricant. Reservoir must hold approximately two (2) quarts of lubricant. One grease hand pump must be provided with each unit purchased. Lines must be provided for all areas that require lubrication and can be lubricated with an automated system.

4.56 GROUND SPEED CONTROL AUTOMATIC BROOM ADJUSTMENT

4.56.1. Units ordered must be equipped with a system that automatically adjusts the brush rotational speed depending on the vehicle speed, so that an increase in vehicle speed increases the broom rotational speed accordingly. There must be six (6) speed ranges for the operator to select, depending on conditions. System must maintain a constant bristle tip speed relative to vehicle speed regardless of the amount of broom wear. System must be equipped with a manual override, pattern adjustment feature and broom rotational speed indicator.

4.57 SNOW SHED BROOM HOOD COVER

4.57.1. Units ordered must be equipped with a snow shed broom hood cover on top of the standard broom hood, to provide a means of shedding accumulation on top of the hood. The snow shed broom hood cover must be constructed of polyethylene, bolted to a skeleton frame, which hydraulically operates the tilting snow shed broom hood cover. Snow shed broom hood cover must be controlled by a cab-mounted switch. The snow shed broom hood cover must rotate forward 100° to discharge any accumulated snow and ice from the broom hood. There must be poly stops installed to the broom hood cover to eliminate vibration in the stowed position. Alternately, a heated broom cover which prevents snow accumulation may be installed.

4.58 PARTS AND REPAIR SERVICES

The Contractor must furnish and deliver F.O.B., Contractor's shop, all necessary labor, materials, parts, accessories, assemblies, and/or components either in conjunction with non-warranty repair services or separately for various City-owned Vehicles and Equipment purchased under this Contract, in accordance with the terms and conditions of this specification.

4.59 REPAIR AND SERVICE CENTER QUALIFICATIONS

The Contractor or an authorized subcontractor must, at the time of bid submission, provide resources capable of servicing the Akron-Canton Regional Airport, owned equipment specifically listed within these Proposal Pages, as follows:

The Contractor or authorized subcontractor must operate an established automotive, truck or equipment service center located within approximately 65 road miles of Akron-Canton Regional Airport.

The Contractor or an authorized subcontractor must maintain during the term of this contract and any extension of it an adequate staff of competent personnel that are fully equipped, licensed as appropriate, available as needed, qualified, and assigned to perform the contracted services. All repairs performed under this contract must be performed by qualified technicians thoroughly trained and certified by an appropriate nationally recognized institution or organization. Repair services will be performed in a workman style manner, using industry accepted practice and established manufacturer procedures. Workmanlike manner; using industry accepted practices and established manufacturer procedures.

Contractor or an authorized subcontractor must possess the ability to transfer product warranties to the Akron-Canton Regional Airport.

The Akron-Canton Regional Airport reserves the right to inspect any facility proposed to ensure that it meets the stated requirements. Certifications and other documents verifying compliance with requirements must be submitted with the bid. The Contractor's compliance with these requirements will be determined by the Airport Administrator, whose decision will be binding.

4.60 SERVICE AND REPAIRS OF MAJOR COMPONENTS AND SUBSYSTEMS

The Akron-Canton Regional Airport reserves the right to direct service and/or repair work to the Contractor for any major component or sub- system of a vehicle/unit (engine, transmission, hydraulics, etc.) for which the Contractor or subcontractor is qualified to service, regardless of the make of the vehicle/unit. Such service/repairs are to be billed at the contracted hourly rate.

4.61 INVENTORY/LEAD TIME

The Contractor or an Authorized Subcontractor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any parts which are required for repairs of vehicles or equipment within seventy-two (72) hours after receipt of the Akron-Canton Regional Airport department's order. In lieu of the inventory, the Contractor or an Authorized Subcontractor must be able to arrange such prompt delivery.

In addition, any vehicles delivered to the Contractor or an Authorized Subcontractor for repair services must be returned to the Akron-Canton Regional Airport, within three (3) business days, unless otherwise authorized by the Maintenance Manager of the Akron-Canton Regional Airport or his authorized representative.

Repeated failures of the Contractor or an Authorized Subcontractor to meet the stated delivery requirements may be used by the Akron-Canton Regional Airport, as grounds for the termination of this contract, and may further affect the Contractor's eligibility for future contract awards.

The Contractor's compliance with these requirements will be determined by the Akron-Canton Regional Airport, whose decision will be binding.

4.62 TURN AROUND TIME

Any vehicle which has been delivered to the Contractor or an Authorized Subcontractor for repairs will be returned within three (3) business days, unless otherwise authorized by the Airport Management of the Akron-Canton Regional Airport or an authorized representative.

The Contractor will expedite repairs, to the equipment as required by the Akron-Canton Regional Airport in order to meet any reasonable time frames set forth by the Akron-Canton Regional Airport. If there are delays due to a lack of parts, insufficient manpower or other circumstances, then the Contractor will notify the Akron-Canton Regional Airport immediately of the delay.

4.63 IRREPARABLE EQUIPMENT

In the event the vehicle is irreparable, the Contractor will provide a written explanation of the problems and the Akron-Canton Regional Airport will take necessary action with regard to the disposition of the vehicle.

4.64 WORK ITEMS

Charges for services will be performed by the Contractor or an Authorized Subcontractor only after receipt of an estimate approved by the Airport Management of the Akron-Canton Regional Airport or the Airport Management's authorized representative.

Estimates for parts and labor must be based on industry-recognized third-party data, available from tractor-trailer.net, mitchellsupport.com, or another recognized third party estimating process, for types of equipment and repairs where such data are available.

In such cases the Contractor will submit to the Airport Management of the Akron-Canton Regional Airport or the Airport Management's authorized representative an estimate upon receipt of the vehicle as identified in Repair proposals. The Airport Management of the Akron-Canton Regional Airport or the Airport Management's authorized representative will either approve or disapprove of the estimate.

Where the estimate is approved, the Contractor or an Authorized Subcontractor will proceed with and complete the work and will invoice the Akron-Canton Regional Airport either in the amount of the original estimate, or the actual cost of parts and labor provided to complete the repair, whichever amount is lowest.

If the estimate is disapproved, the Airport Management of the Akron-Canton Regional Airport or the Airport Management's authorized representative may request a revised estimate from the Contractor, and/or have the vehicle removed from the Contractor's or authorized subcontractor's shop. The Akron-Canton Regional Airport reserves the right to furnish Contractor or Authorized Subcontractor with the parts necessary for the required repairs. If the parts are provided by the City, the Contractor agrees to install any City-furnished parts at the labor rates provided in the contract, furnish the warranty required by the contract for the labor performed, and adjust the estimate for the repairs accordingly.

Where it is found by the Administrator that the work performed is not consistent with industry standard and market prices, the Akron-Canton Regional Airport, reserves the right to order such repair work to be performed by other Contractors. The Akron-Canton Regional Airport maintains the right to remove from the premises of the Contractor or Authorized Subcontractor any vehicle delivered for repair estimates.

4.65 PARTS

Parts, accessories, assemblies and/or components furnished under this contract furnished must be compatible and interchangeable with vehicles and equipment purchased under this Contract.

Where the use of non-O.E.M. (generic) parts and/or "salvaged" parts will be used only when approved by the Akron-Canton Regional Airport Parts will be furnished and billed at the mark-up rate established on the Proposal Pages. The Contractor will furnish documentation (manufacturer's retail price list, manufacturer's invoice or print of manufacturer's list price, etc.) to substantiate the charges; this documentation will accompany all invoices.

Fabricated parts furnished by the Contractor or Authorized Subcontractor under this contract will conform to the specifications and tolerances of the original equipment manufacturer.

4.66 REPAIR ESTIMATE

Upon receipt of Vendor Estimate Form (VEF) from the Akron-Canton Regional Airport Management or authorized representative, the Contractor or Authorized Subcontractor must inspect the vehicle and complete and return the VEF. The VEF must include, but is not limited to the following information:

1. Purchase order (Contract) number
2. Name and phone number of Akron-Canton Regional Airport, agent
3. Akron-Canton Regional Airport, unit number of Vehicle
4. Detailed description of the problem and necessary repair needed
5. Parts cost breakdown
6. Labor cost breakdown
7. Estimated time required to complete repairs, etc.
8. Anticipated completion date
9. Name and signature of the Contractor or Authorized Subcontractor's employees performing the estimate

The Contractor, upon receipt of an approved VEF and a purchase order blanket release from the Akron-Canton Regional Airport, can proceed with repairs.

The Akron-Canton Regional Airport reserves the right to add or delete various models and types of equipment during the term of the contract.

4.67 DIAGNOSTIC TESTING FEES

Contractor or Authorized Subcontractor must request authorization from the Akron-Canton Regional Airport to proceed with diagnostic testing. Upon approval, all diagnostic tests must be charged at the contracted labor rate, with no additional charges for the use of diagnostic equipment.

4.68 ACCEPTANCE OF PARTS AND REPAIRED EQUIPMENT

It is understood and agreed by the parties to this contract that any acceptance or inspection by the Akron-Canton Regional Airport, of any part or repaired equipment provided pursuant to the terms and conditions of this contract does not constitute a waiver of these terms and conditions, and in no way relieves the Contractor of its obligation to comply with the terms and conditions of this contract, including any standard of performance and warranty requirement stated herein.

4.69 PRIORITY SERVICE

The Contractor and its subcontractors understand that the vehicles *covered* under this specification are critical to the City's Fleet operations. Therefore, the Contractor will give priority service to the Akron-Canton Regional Airport and proceed with authorized work in an expeditious manner to ensure that all work is completed within the agreed upon schedule and to ensure that vehicle downtime is kept to a minimum.

The Akron-Canton Regional Airport requires the Contractor to return calls for service within 24 hours.

4.70 LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, REGULAR BUSINESS HOURS

The unit cost for regular repair service labor performed at the location(s) specified by the Contractor will be billed as regular time, hourly rate, Monday through Friday, 7:00 a.m. to 3:00 p.m., excluding Holidays, as quoted on the Proposal Page(s), unless the Contractor or Authorized Subcontractor's regular service hours are longer, then the Contractor or Authorized Subcontractor's regular service hours will apply.

4.71 LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, NON-REGULAR BUSINESS HOURS

In the *event* of an emergency (i.e. major snowstorm, etc.), the Contractor or Authorized Subcontractor must make available its facilities and services *seven* (7) days a week, twenty-four (24) hours per day and must be prepared to respond to Emergency Repair Service calls.

The Contractor will be notified by the Airport Management of the Akron-Canton Regional Airport or his authorized representative when emergency service is required.

The Contractor or Authorized Subcontractor must not perform any work outside the regular working hours without the prior authorization from the Airport Management of the Akron-Canton Regional Airport or its authorized representative.

The labor rates must include any and all peripheral costs.

4.72 TRANSPORTATION OF EQUIPMENT FOR SERVICE

The cost for transporting a vehicle purchased under this contract each way for service between the Akron-Canton Regional Airport, Chicago location and a Contractor's (or authorized Subcontractor's) location must include all peripheral costs, including but not limited to: providing a properly licensed driver or operator, any necessary tow or transport vehicle, and paying for all necessary tolls and permits.

4.73 RISK OF LOSS FOR EQUIPMENT

Contractor must assume full responsibility for damage to the Akron-Canton Regional Airport, owned vehicles, parts, equipment or accessories by accident or any loss by fire or theft of these vehicles while they are in his custody.

The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the Akron-Canton Regional Airport.

The Contractor will be responsible for and must repair any damaged vehicles where such work is directly due to services performed under this contract, or where such damage is the result of the negligence, or carelessness on the part of the contractor/employees. The contractor must first immediately notify the Airport Management of the Akron-Canton Regional Airport or its authorized representative regarding the nature and extent of the damages prior to making any such necessary repairs.

4.74 REPORTING REQUIREMENTS

The Contractor must provide records of all vehicles serviced.

The Contractor must generate a quarterly report of all transactions with the Akron-Canton Regional Airport. The report must be listed by the Akron-Canton Regional Airport, unit number, invoice numbers, purchase order number, date of service, nature of service performed, hours of service performed, detailed description of parts ordered with the repair services (catalog and part number).

Copies of invoices for parts may be requested at any time and must be provided within three (3) Business Days of the request. A faxed copy will initially be accepted, however if deemed necessary; the original must be produced for verification purposes.

4.75 WORK IN PROGRESS

Work in progress at the termination date of the contract will be completed by the Contractor in the most expedient method available. In no *event* will the Contractor *vacate* his/her obligations under this agreement until all work issued to him/her prior to the expiration of the Contract has been completed and accepted by the Airport Management of the Akron-Canton Regional Airport or its authorized representative.

4.76 CLEANUP

The Contractor or Authorized Subcontractor must, during the progress of the work, *remove* and dispose of all materials and the resultant dirt and debris daily and keep the work site(s) and adjacent premises in a clean condition satisfactory to the City. Upon completion of work, the Contractor or Authorized Subcontractor must *remove* all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

4.77 USE OF AKRON-CANTON REGIONAL AIRPORT, FACILITIES

Use of the Akron-Canton Regional Airport telephones, equipment or other apparatus at the Akron-Canton Regional Airport facilities is prohibited without the prior approval of the Airport Management of the Akron-Canton Regional Airport. While on the Akron-Canton Regional Airport premises, the Contractor must not store any equipment, tools or materials without prior written authorization from the Airport Management. The Akron-Canton Regional Airport will not be responsible for or liable to pay the Contractor for any loss of equipment, tools or materials stored in unsecured areas.

4.78 STATEMENT OF LIABILITIES

No contract(s) will be awarded to bidder(s) who owes money to the Akron-Canton Regional Airport, of Chicago. Upon request, bidders must submit a Statement of Liabilities issued by the City of North Canton showing zero liabilities.

Contractor must remain current and in good standing with respect to any and all obligations to the Akron-Canton Regional Airport throughout the term of the contract, including any extensions, modifications and/or amendments.

4.79 EXCEPTIONS

Any deviations from these specifications must be noted on the Proposal Page or Pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made must be submitted with the bid if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The Akron-Canton Regional Airport reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the Akron-Canton Regional Airport, in determining its need.

Appendix 1. Specification for Carrier Vehicle

Part A - Airport Operator Checklist

When preparing a solicitation to purchase a carrier vehicle, an airport operator or specification writer should use Part A to identify user requirements and Part B to define the specification to meet these requirements. Part A is important because it tailors the carrier vehicle to the specific requirements of the purchaser, i.e., automatic versus manual transmission, gasoline versus diesel, heated windshield versus plain etc. Both parts, when combined, become the technical basis for a user's request for proposal.

A1-1. Anticipated uses and/or features of vehicle. (Be specific) High-speed snow removal on Airport runways and taxiways.

A1-2. Performance requirements.

- a. Required working speed 25MPH
- b. Minimum speed 25MPH
- c. Turning radius 75' or less

A1-3. Engine/transmission.

- a. Automatic ☒ Manual ☐
- b. Gasoline ☐ Diesel ☒
- c. Number of forward speeds 6

A1-4. Transfer case. (See Table 7-1 line item 5.4.4i.)

A1-5. Axle capacities. Front 27,000 lbs at hubs Rear 18,000 lbs at hubs

A1-6. Fuel capacity greater than 240 gallons gallons

A1-7. Auxiliary equipment. (see Appendix 2) See below.

Vehicle cab: Auxillary cab heater/circulating fans, remote control for ext. mirrors, electrically heated mirrors and windshield, extra window in lower part of cab doors, cab insulation upgrade, air horn.

Mechanical: Dual battery systems,
Permanently installed battery charger: maintenance charging (0-10amp), automatic cut-off, weather resistant and chasis mounted, adaptable to 110 volt outlet, heavy duty, 20amp capacity

Engine Cooling: Oversized radiator, radiator shutters (if compatible)
Automatic engine shutdown, special alternator, all-wheel steering, silicone hoses, quick disconnect hitches

Engine/Transmission: engine-jacket water heater (min. 1500 watts), engine oil pan heater, battery warmer pad, transmission oil pan heater.

Part B – Snow Plow Specification

A4-10. Snow plows and carrier vehicles must be in accordance with SAE ARP 5943, Snowplows and Hitches. See paragraph 2 below for snow baskets and snow buckets. Additional federal AIP/PFC specification requirements for SAE ARP 5943 follow:

- a.** For carrier vehicle controllability and safety, all-wheel drive must be standard.
- b.** Under paragraph 4.1.1.(c), the plow manufacturer must provide the airport sponsor certification for the polyethylene moldboard material.
- c.** Under paragraph 4.2.1, the overall width of the plow assembly in the folded position (wings retracted) with required casters must be allowed to enter the federally funded snow removal building (AC 150/5220-18, Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials) that houses the snow plow and other such equipment.

A4-11. Snow bucket.

- a. Geometry.** The capacity of a front-mounted bucket must range anywhere from 3 to 8 yd³ (2.4 to 6.2 m³) depending upon the type of snow removal operation.
- b. Features.** The bucket must be made of welded construction using high-strength, wear resistant steel plate and bracing. It must be equipped for mounting on a wheel loader or a 4×4 tractor. The installed bucket must be capable of sustaining a level load while being tilted 20° in the forward and transverse position. It must be equipped with a quick coupler hitch for swift changeovers. Snow buckets may have a built-up bottom of abrasion-resistant steel to improve wear life.

A4-12. Snow basket.

- a. Geometry.** The front-mounted basket width must range from 8 to 17 feet (2.4 to 5.2 m). The basket hitching assembly must be designed for easy mounting on a wheel loader or a 4×4 tractor.
- b. Features.** The basket must have the same pick up and discharge characteristics as a snow bucket, e.g., be capable of sustaining a level load while being tilted 20 degrees in the forward and transverse position. It must have a quick coupler hitch for swift changeovers. Baskets must be welded using flexible high-strength wear-resistant steel weaving over a steel frame. Construction must be of the minimum weight capable of withstanding the rigorous stress of loading and unloading. Snow baskets may have a built-up bottom of abrasion-resistant steel to improve wear life.

Part B - Specification for Carrier Vehicle

A1-8. Materials and components. See referenced SAE ARP equipment specification.

A1-9. Delivery.

a. Preparation for delivery.

(1) **Shipment.** The vendor is responsible for the safe and timely delivery of the vehicle and its accessories, spare parts, and tools to the agreed place of delivery.

(2) **Marking.** Carrier vehicles must be marked for shipment in accordance with instructions agreed to by the purchaser.

b. Instruction and training. The manufacturer must, at no additional cost, furnish the services of trained personnel to the purchaser at a time and place agreed to by all parties. These individuals must provide instruction to airport personnel sufficient for the personnel to familiarize themselves with the operation and maintenance of the carrier vehicle and its auxiliary equipment. The period of instruction must not be less than 24 hours or as specified in the referenced SAE ARP equipment specification.

Appendix 5. Material Spreader Specification

Part A - Airport Operator Checklist

When preparing a solicitation to purchase a spreader system, an airport operator or specification writer should use Part A to identify user requirements and Part B to define the specification to meet these requirements. Part A is important because it tailors the spreader to the special preferences of the purchaser, i.e., special lighting, hopper/tank sizes, desired carrier vehicle cab features, special safety equipment, etc. Both parts, when combined, become the technical basis for a user's request for bid proposal.

A5-1. Solid material spreader.

a. Anticipated uses and/or features of spreader. (Be specific) N/A

b. Size of Priority 1 paved area N/A square feet (m^2)

c. Size of hopper N/A cubic yd (m^3)

d. Material to be spread N/A

e. Application rate N/A ounces/ yd^2 (gr/m^2)

f. Time needed to complete major operation N/A minutes

g. Proximity to loading farm N/A minutes

h. Capacity of loading farm N/A tons

i. Other N/A

Appendix 2. Optional/Alternate Equipment Specification

A2-1. General.

Most snow and ice control equipment is designed to operate under normal winter conditions. At various times, working tolerances and/or severe weather or operating conditions require specialized support equipment to assist the primary unit prior to or during operation. Several of these options are discussed below:

A2-2. Carrier vehicle.

Equipment to be considered when operating a carrier vehicle at or below -40°F (-40°C) or when the vehicle must be stored outside or in an unheated building is as follows:

a. Engine/transmission.

- (1) **Engine-jacket water heater.** Recirculating type with thermostatic control and weatherproof receptacle plug (minimum - 1500 watts).
- (2) **Engine oil pan heater.** 300 watts
- (3) **Battery warmer pad.** Approximately 50 - 100 watts per battery
- (4) **Transmission oil pan heater.** Wattage as recommended by the transmission manufacturer

b. Vehicle cab.

- (1) **Additional door handles.** Handles must be installed on lower part of vehicle cab door.
- (2) **Auxiliary cab heater and circulating fans.**
- (3) **Mirrors.**
 - (a) Remote control for exterior mirrors.
 - (b) Electrically heated exterior mirrors.
- (4) **Windows.**
 - (a) Heated windshield.
 - (b) Extra window in lower part of cab doors.
 - (c) Reverse slope windshield.
- (5) **Seats.** Heated driver seat.

A5-2. Liquid spreader

a. Anticipated uses and/or features of spreader. (Be specific) N/A

b. Size of Priority 1 paved area N/A square feet (m²)

c. Size of tank N/A gal (liters)

d. Critical application rate N/A ounces/1000 ft² (liters/1000 m²)

e. Time needed to complete major operation N/A minutes

f. Proximity to loading farm N/A minutes

g. Capacity of loading farm N/A gallons(liters)

h. Other N/A

(6) **Cab insulation upgrade** (to reduce exterior noise below 85 dBa).

(7) **Air horn.**

c. Mechanical.

(1) **Special starting systems.**

(a) Dual battery system.

(b) Ether cold starting system.

(2) **Permanently installed battery charger.**

(a) Maintenance charging. (0-10 amp capacity)

(b) Automatic cutoff.

(c) Connection.

(i) Weather resistant and chassis mounted.

(ii) Adaptable to 110 volt electrical outlet

(iii) Heavy duty

(iv) 20 amp capacity

(3) **Engine cooling.**

(a) Oversize radiator.

(b) Radiator shutters. (if compatible with engine design)

(4) **Automatic engine shutdown.** An automatic engine shutdown system is equipped with an override switch to prevent engine damage due to low engine oil pressure, high coolant temperature, or low coolant level.

(5) **Special alternator.** Specify drive type, amperage, and voltage.

(6) **All-wheel or articulated steering.** For all-wheel steering systems, the rear drive-steer axle must be controlled in the cab.

(7) **Silicone hoses.**

d. Quick disconnect hitches.

(1) **Automatic/remote hitch.** Controls to activate the hitching and unhitching mechanisms must be located in the vehicle cab. The hitch must be capable of mating the plow

Part B - Material Spreader Specifications

A5-3. Solid material spreader components

Sand and solid deicing/anti-icing material spreaders must be in accordance with SAE ARP 6059, Solid Deicing/Anti-icing Material Spreader for Airport Application.

A5-4. Liquid material spreader components

SAE G15 is finishing draft SAE ARP 5559, Liquid Deicing/Anti-icing Material Spreader for Airport Application. This AC will reference that aerospace recommended practice upon its issuance by SAE. Until then, the carrier vehicle for liquid spreaders complies with SAE ARP 6059 and the liquid spreader must comply with paragraph 2 below.

a. Standard equipment. A liquid material spreader must have the following standard equipment:

(1) **Hydraulic system.** The spreader hydraulic system must meet the basic requirements of the carrier vehicle system under SAE ARP 6059. The system must also be capable of supplying the power to operate the deicing pumps, to fold the booms, and to turn the spreader on and off.

(2) **Tank.** The tank must be constructed of grade 304 stainless steel or better. Optional construction, using polymer or fiberglass materials, is acceptable providing that the manufacturer certifies that the materials used are capable of meeting the same stress and fatigue requirements as their stainless steel counterparts. The shell, head, and baffles of steel tanks with a capacity of 2000 gallons (7870 l) or less must be made of at least 12-gauge material. For tanks with a capacity greater than 2000 gallons (7570 l), these components must be made of 10-gauge material. Sills for all tanks must be no less than 8-gauge and they must also be made of grade 304 stainless steel. Baffle spacing for any tank should not be more than 44 inches (112 cm). Tanks must be equipped with a manhole opening to allow inspection of the tank interior.

(3) **Pumping system.** The pumping system must have sufficient capacity for full boom width spraying at a maximum discharge rate of 3 gallons/1000 square feet (120 liters/1000 square meters) while operating at a speed of 30 mph (48 km/hr).

(4) **Spray boom and nozzles.** The spray boom must be constructed in sections with each section capable of independent use. The boom design must permit it to break away when an object is struck. Spray nozzles must be equipped with check valves and be located to provide uninterrupted surface coverage. Filters must be installed on lines leading to the spray booms.

b. Services. All spreader drive components must have a minimal number of lubrication points with easy access for maintenance. The spreader must receive lubrication prior to delivery with lubricants designated for use in the winter conditions normally experienced at the delivery location. The spreader must be conspicuously tagged to identify the lubricants and their temperature ranges.

equipment to the carrier vehicle attachment points even when minor angular differences exist between the attachment points and the hitching assembly. An additional hydraulic, pneumatic, or mechanical locking/unlocking device may be installed to ensure safe and positive final coupling. Locking devices must be activated through the use of existing vehicle power systems.

(2) **Semi-automatic hitch.** The initial hook-up between carrier vehicle and hitching device must be controlled from the vehicle cab with final lock-on accomplished manually at the vehicle/ hitch interface. The hitch must be capable of initial hook-up even when minor angular differences exist between the plow attachment points and the hitching assembly. All manual locking devices must ensure a safe and positive final coupling.

A2-3. High-speed rotary plow.

a. Low temperature options.

- (1) **Engine-jacket water heater.** (1,000 watt unit)
- (2) **Engine oil pan heater.** (300 watt unit)
- (3) **Battery warmer pad.** (500 watt unit)

b. Spot casting and loading chute.

A2-4. Snow plow.

a. Moldboard coatings. Polyurethane nonstick coatings when applied to the front face of a moldboard will reduce skin friction and prevent snow from sticking to the moldboard.

b. Snow deflector shield. A snow deflector shield may be attached to the upper edge of a snow plow moldboard. Attaching devices are hinges, bolts, and acceptable spring-loaded mechanisms.

A2-5. Material spreaders.

a. Dry material spreaders.

(1) **Vehicle speed sensor system.** This system must automatically regulate and match the material spread rate with vehicle speed. Operation of the system must be from the vehicle transmission or by auxiliary tire traction. The system must include an automatic material cut-off.

(2) **Belt over chain.** Attached to the standard conveyor chain, the belt provides a more positive delivery of product to spinner, resulting in a more uniform spreading pattern.

(3) **Load choker.** An inverted “V” type adjustable load choker will reduce the load pressure on the conveyor system of larger spreaders.

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(4) **Cab shield.** A shield projects from top of leading edge of the spreader over the truck cab. Its function is to protect against spillage of material on cab and drive train of carrier vehicle during loading.

(5) **Chain oiler.** An oiler operates by gravity flow and keeps the conveyor chain oiled during operation.

(6) **Hopper cover.** A cover runs the full length of the hopper and protects the load from the elements.

(7) **Catwalks.**

b. Liquid material spreaders.

(1) **Calibration system.** The calibration system must consist of a control console, a sensor control valve, a ground speed sensor, and an application rate sensor. It must maintain a uniform application rate at all normal carrier vehicle application speeds over the entire width of the boom or any combination of sections thereof.

(2) **Flusher unit.** A flusher unit must have four broad fan nozzles capable of delivering 150 gpm (567 liters/min) at 50 psi (345 kPa).

(3) **Quick disconnect hitch.** A quick disconnect hitch for a snow plow should be considered when purchasing a self-contained spreader unit.

Appendix 6. Runway Broom with Airblast Specification

Part A - Airport Operator Checklist

When preparing a solicitation to purchase a runway broom with airblast an airport operator or specification writer should use Part A to identify user requirements and Part B to define the specification to meet these requirements. Part A is important because it tailors the runway broom with airblast to the specific preferences of the purchaser, i.e., special lighting, pushed versus pulled equipment, type of airblast system, specific safety equipment, etc. Both parts, when combined, become the technical basis for a user's request for bid proposal.

A6-1. Anticipated uses and/or features of brooms with airblast. (Be specific) _____

High-speed snow removal on Airport runways and taxiways.

A6-2. Size of Priority 1 paved area to be swept _____ 4,000,000 _____ ft² (m²).

A6-3. Time required to sweep primary surface areas _____ 30 _____ minutes

A6-4. Sweeper speed needed to meet clearance time _____ 30 _____ mph (km/h)

A6-5. Type of sweeper desired (pushed / pulled) Pushed

A6-6. Airblast system Hydraulic-driven airblast system.

A6-7. Size of broom _____ length 18' _____ diameter 46"

A6-8. Type of brush _____ wire _____ polypropylene ☒ poly/wire

A6-9. Optional equipment Airblast system, quick disconnects, hydrostatic and hydraulic test equipment, hydraulic jack, maintenance free batteries, automatic low oil pressure/high water temperature shut down devices, fire extinguisher, engine temperature and hydrostatic pressure loss warning devices

A6-10. Other _____

Part B - Runway Brooms with Airblast Specification

A6-11. Runway Broom with airblast must be in accordance with SAE ARP 5564, Airport Runway Brooms.

A6-12. Optional equipment. Sweepers are designed to operate under normal winter conditions. To improve equipment effectiveness, however, certain options are available to the purchaser that can enhance performance. Typical options are the following:

- a.** Airblast system. See paragraph 2-8.
- b.** Quick disconnects. Quick disconnects may be provided for all controls, hydraulic hoses/lines, electrical cables, drivelines, and instrumentation.
- c.** Dual front fork wheels. Dual wheels are available as additional steering safety on towed sweepers.
- d.** Fenders. Noncorrosive fenders and mud flaps help control snow, slush, and water by helping to keep them off of the sweeper.
- e.** Hydrostatic and hydraulic test equipment. This equipment allows trouble shooting of hydrostatic and hydraulic systems.
- f.** Hydraulic jack.
- g.** Maintenance Free Batteries.
- h.** Air brakes for towed sweepers.
- i.** Automatic low oil pressure/high water temperature shut down devices.
- j.** Fire extinguisher.
- k.** Engine temperature and hydrostatic pressure loss warning devices.

Appendix 3. High-Speed Rotary Plow Specification

Part A - Airport Operator Checklist

When preparing a solicitation to purchase a rotary plow, an airport operator or specification writer should use Part A to identify user requirements and Part B to define the specification to meet these requirements. Part A is important because it tailors the high-speed rotary plow to the specific requirements of the purchaser, i.e., single-stage versus two-stage, solid auger versus turbine impeller, etc. Both parts, when combined, become the technical basis for the user's request for bid proposal.

A3-1. Anticipated uses and/or features of high-speed rotary plow. (Be specific)

N/A

A3-2. Size of Priority 1 paved area N/A square feet (m²)

A3-3. Capacity N/A tons/hr

A3-4. Casting distance N/A ft(m) @ Snow weight (density) of N/A lbs/ft³(kg/m³)

A3-5. Anticipated speed of operation N/A mph (km/h)

A3-6. Unusual conditions/problems/obstructions (if any)

N/A

A3-7. Other/optional equipment

N/A

Part B – High-Speed Rotary Plow Specification

A3-8. See paragraph 3.3 of this AC.

A3-9. High-speed rotary plows and carrier vehicles must be in accordance with SAE ARP 5539, Rotary Plow with Carrier Vehicle. Additional Federal AIP/PFC specification requirement for SAE ARP 5539 is that for carrier vehicle controllability and safety, all-wheel drive must be provided.

Appendix 4. Snow Plow Specification

Part A - Airport Operator Checklist

When preparing a solicitation to purchase a snow plow, an airport operator or specification writer should use Part A to identify user requirements, and Part B to define the specification to meet these requirements. Part A is important because it tailors the snow plow to the specific needs of the purchaser, i.e., type of plow desired, type of moldboard, plow shoes versus caster wheels, etc. Both parts, when combined, become the technical basis for a user's request for bid proposal.

A4-1. Anticipated uses and/or features of snow plow. (Be specific) N/A

A4-2. Size of Priority 1 paved area N/A square feet (m²)

A4-3. Type of plow preferred N/A

A4-4. Plow length N/A ft (m), **height** N/A ft (m), **width** N/A ft (m)

A4-5. Anticipated speed of operation N/A mph (km/h)

A4-6. Unusual conditions/problems/obstructions that may be encountered N/A

A4-7. Typical snow conditions N/A

A4-8. Moldboard N/A **steel** N/A **non-steel**

A4-9. Other/optional equipment N/A

