



Bishop International Airport • FNT

NOT THE ONLY WAY TO FLY. JUST A BETTER ONE.

Bid Package

FOR

2021 MODEL

**SNOW REMOVAL EQUIPMENT –
RUNWAY BROOM**

**High-Speed Cab-Forward Chassis
With High Performance, High Torque
Power Broom**

04/27/21

TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS.....	1
INSTRUCTIONS TO BIDDERS	2
GENERAL CONDITIONS	6
REQUIRED BID SUBMISSION DOCUMENTS:	
BID FORM.....	9
NON-COLLUSION AFFIDAVIT	11
PROPOSAL AFFIDAVIT	12
BIDDER QUALIFICATIONS.....	13
VEHICLE DETAILS	14
AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT	15
CERTIFICATE OF BUY AMERICAN COMPLIANCE	18
TECHNICAL SPECIFICATIONS.....	19
MANDATORY CONTRACT PROVISIONS.....	35

ADVERTISEMENT FOR BIDS

Sealed proposals for the procurement of the following Vehicle will be received from Bidders at the time and place indicated below and will then be publicly opened and read:

Sponsor of Project: Bishop International Airport Authority

Procurement: Snow Removal Equipment - 2021 High-Speed Cab-Forward Chassis with High Performance, High Torque Power Broom for the purpose of airfield snow removal with carrier vehicle. (Additional Specifications Attached in Bid Documents)

Delivered to the Bishop International Airport

Bid Packages: May be picked up starting **April 27, 2021** at:

Bishop International Airport Authority
Main Terminal – Administration Office
G-3425 West Bristol Rd.
Flint, MI 48507

Or

Downloaded from the web at:
<https://www.bishopairport.org/business-fnt/business-opportunities/public-notice-bid-opportunities>

*****NOTE FOR BIDDERS DOWNLOADING DOCUMENTS FROM THE WEBSITE*****
In order to receive addendums or changes, Bidder must notify the airport via email to dburnash@bishopairport.org of their intent to Bid in order to receive addenda, if any.

Bid Submission/Deadline: Sealed bids will be received by Bishop International Airport Authority Airport Director's office until **10:30 a.m. Eastern Standard Time on May 20, 2021**, at which time all bids will be publicly opened. All bids will be publicly opened and read aloud. ANY BIDS RECEIVED AFTER THE SPECIFIED BID TIME WILL NOT BE CONSIDERED.

Dated and signed at Flint, County of Genesee, Michigan this _____ day of _____ 2021.

Owner: Bishop International Airport Authority

By:

Nino Sapone, A.A.E.
Airport Director

INSTRUCTIONS TO BIDDERS

Bishop International Airport Authority (Authority), Flint, Michigan

1. It is the intent of this Request for Bids to define requirements in sufficient detail to secure comparable Bids. Bids shall be in accordance with Bid document requirements. Bids not conforming to the requested format or not in compliance with the specifications will be considered non-responsive.
2. The Bidder will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this bid/proposal. All materials and documents submitted in response to this bid/proposal become the property of the Authority and will not be returned.
3. The Authority reserves the right to accept or reject any or all Bids, to waive irregularities, and to accept a Bid which, in the Authority's opinion, is in the most responsive and responsible Bidder who is determined by the Authority to be in its best interests.
4. **DELIVERY SHALL BE COMPLETED WITHIN THREE HUNDRED AND TWENTY (320) DAYS FOR THE 2021 HIGH-SPEED CAB-FORWARD CHASSIS WITH HIGH PERFORMANCE, HIGH TORQUE POWER BROOM**, from the date of the Issuance of a Purchase Order by the Authority, or the Bidder's guaranteed date whichever is less, except for minor replacement, correction, or adjustment of items which do not interfere with the complete operation and utilization of all parts of the work Bid for by the Authority. The successful Bidder shall complete the work to the satisfaction of the Authority on or before dates specified. Failure to deliver the equipment within 320 days will result in the assessment of liquidated damages in the amount of \$100.00 per calendar day.
5. The Award of Contract is subject to the approval of the Bishop International Airport Authority Board of Directors, and availability of funding.
6. COMPLIANCE WITH LAW
 - a. The Bidder covenants and agrees that he/she and his/her agents and employees will comply with all local, state and federal laws, applicable national and local codes, Bishop International Airport Rules and Regulations applicable to the work to be conducted under this Agreement and that he/she shall obtain all necessary permits, pay all required fees and taxes, and otherwise perform these services in a legal manner. Bishop International Airport Rules and Regulations are available on request. The Bidder is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him/her from responsibility.
 - b. Bidder certifies that all material, equipment, etc., containing in his/her proposal meets all OSHA requirements.
7. Sealed Bids for the above captioned vehicle will be received by the Owner as:
 - a. A single lump sum Bid for the vehicle separately including specified options.
 - b. Unit prices where applicable.
8. Bids will be received and opened publicly by the Authority at Bishop International Airport Administrative Offices, Flint Michigan on May 21, 2021 at 10:30am.
9. Bidders may obtain Bid Documents from the office of the Bishop International Airport Authority beginning **April 27, 2021** during regular business hours; or downloaded at <https://www.bishopairport.org/business-fnt/business-opportunities/public-notices-bid-opportunities>. No deposit is required. The offices of Bishop International Airport are located at

20. Each Bidder shall execute the Non-Collusion Affidavit in the form herein provided, to the effect that he has not colluded with any other person, firm, corporation, or Authority employee, in regard to the Bid submitted.
21. If a Bidder should find discrepancies or omissions in these Bid Documents, he should at once notify the Airport Director of the Bishop International Airport Authority.
22. The contract shall be subject to the mandatory federal contract provisions including: Buy American Preference, Foreign Trade Restriction, Government-wide Debarment and Suspension, and Government-wide Requirements for Drug-free Workplace. A complete list of the mandatory contracting provisions is included in the bid documents. Each bidder is individually responsible for the careful examination of the Technical Specifications, Forms and all requirements for the purchase of the equipment. The failure or omission by any Bidder to do so shall in no way relieve any Bidder from any obligations with respect to its bid.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- a. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Authority to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Authority encourages participation by all firms qualifying under this solicitation regardless of business size or ownership

24. AWARD OF BID

- a. The Bid will be awarded to that responsive and responsible Bidder whose Bid conforms to this solicitation, will be most advantageous to the Authority; price and other factors considered.
- b. The Authority reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in bids received.
- c. No contract or agreement of any kind arising out of this Bid and/or negotiations shall be binding or valid against the Authority, its departments, officers, employees, or agents unless such contract or agreement is in writing and has been authorized by the Bishop International Airport Authority Board of Directors and signed by the Board Chairperson, or his designee. If awarded the Bid, the undersigned agrees to complete the work **WITHIN THE TIME SPECIFIED.**
- d. *Any variation of this delivery schedule shall be noted on the Bid form.*

25. PREPARATION AND SUBMISSION OF PROPOSAL

- a. A complete Bid must include the following items:
 - i. Completed and Signed Bid Form
 - ii. Signed Non-Collusion Affidavit
 - iii. Completed and Signed Bid Specification Certification
 - iv. Certification of Insurance
 - v. Completed Affidavit of Compliance – Iran Economic Sanctions Act
 - vi. Completed and Signed Buy American Certification Form
 - vii. Vehicle Information Brochures (providing model, description literature, catalog cuts and specifications)
 - viii. References
- b. The Bidder must submit his/her proposal on the forms furnished by the Authority. All blank spaces in the proposal forms must be correctly filled in where indicated and the Bidder must state the price(s) in numerals. The unit prices shall govern.
- c. Proposals shall be submitted as indicated in the “Bid Form” and shall be signed in ink by an official of the firm before submitting the proposal.

- d. Erasures or other changes in a proposal shall be explained or noted over the signature of the Bidder.
- e. Proposals containing reservations, conditions, omissions, unexplained erasures or alterations, items not required in the bid or irregularities of any kind may be rejected by the Authority.
- f. Each proposal shall indicate the full business name and address of the Bidder and shall be signed by him/her with his/her usual signature.
- g. The Bidder must supply all information required.

26. PAYMENT TO CONTRACTORS

- a. The Bidder shall be paid for the project work using local Authority and federal funds. The Authority will expedite partial and final payments to the Bidder to the degree possible.
- b. Following is the procedure, which will be used in making partial and final payments to the Bidder.
 - i. Within fourteen (14) days of delivery and acceptance of the equipment to the Bishop International Airport Authority, a progress payment of 90% of the full contract amount shall be processed by the Authority.
 - ii. Final payment shall not be made to the Bidder until such time as on-site training has been completed as specified in the Technical provisions and all lien releases have been provided.
 - iii. The making of final payment will not relieve the Contractor from claims arising from the failure of the work to comply with the requirements of the Agreement.

GENERAL CONDITIONS

A. It is not the intent of the specifications to preclude reputable manufacturers and/or suppliers from bidding. It is the intent of the specifications to secure for the Authority the equipment which will be most suitable for its type of operation and operating conditions and intended use, taking into account such factors as initial costs, anticipated operating costs, estimated longevity, parts availability and delivery, resale, and other factors which reasonably may be considered in undertaking a purchase of this type.

B. CIVIL RIGHTS

In connection with the performance of work under this Bid the Bidder agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the Bidder hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Bidder hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this Bid.
2. The successful Bidder will be required to comply, and must comply, with all the laws and regulations of the State of Michigan and the United States.

C. The unit price quoted shall be for a complete unit constructed in accordance with the specifications and completely ready to be placed in operation and shall include all set up charges.

D. Delivery shall be made F.O.B. Bishop International Airport.

E. Bidders shall state a guaranteed delivery schedule. The Authority acknowledges that such guaranteed delivery shall be subject to delay or failure due in whole or part to labor strikes, public commotion, Acts of God, or other causes beyond the control of the manufacturer. The manufacturer shall provide conclusive evidence of such cause to the Bishop International Airport Authority. In no event shall delivery be more than **DELIVERY SHALL BE COMPLETED WITHIN THREE HUNDRED AND TWENTY (320) DAYS FOR THE 2021 HIGH-SPEED CAB-FORWARD CHASSIS WITH HIGH PERFORMANCE, HIGH TORQUE POWER BROOM** after the date of Issuing the Purchase Order. Failure to deliver the equipment within 320 days, without evidence of those acts referenced above, will result in the assessment of liquidated damages in the amount of \$100.00 per calendar day. In cases where delivery is delayed the Authority may at its sole discretion cancel, modify or change the order.

F. The manufacturer shall state in writing and file with his Bid the Country in which the Vehicle will be Manufactured and the availability of parts and service.

G. The Bidder shall state in writing and file with their Bid, the number and the location of the nearest service personnel, and shall also state the hours of operation for the service facility.

H. The successful Bidder shall assume full responsibility for all materials, workmanship and accessories used in the unit whether of his manufacturer or by others.

I. Upon delivery, the Bidder shall provide familiarization training, covering machine operation, cleaning and maintenance, as specified in the technical specifications.

- J. The Authority shall accept only firm Bids. If an escalator clause is submitted, the Authority shall figure the amount Bid plus the allowable escalator as the firm Bid.
- K. Submission of a Bid will be construed as a conclusive presumption that the Bidder is thoroughly familiar with the Bid Documents and Specifications and that the Bidder understands and agrees to abide in strict accordance with each and all of the stipulations and requirements contained therein.

L. INDEMNIFICATION

The Bidder hereby agrees to indemnify, defend, save and hold harmless the Bishop International Airport Authority (Authority), its officers, directors, agents, employees and representatives against any and all loss, claims or suits (including costs and attorney fees), which any or all of them may hereafter incur, be responsible for or pay out, as a result of the Bidder's or any other person's performance of the work including, without limitation, claims alleging negligence on the part of the Authority in supervision or inspection of the work or enforcement of Bid provisions; claims alleging the creation or failure to correct or warn of dangerous or hazardous conditions on or about the job site or the completed work; claims alleging lack of compliance with common law or administrative rules and regulations relating to safety on or about the job site; and, claims alleging the failure on the part of the Bidder to provide or assure a safe place in which to work; provided, however, that said duty to defend and indemnify shall not apply:

- a) As to the Authority, in the event the claim, damage, loss, or expense is allegedly caused or is caused by the sole negligence of either the Authority or its respective agents or employees; but the duty to defend and indemnify shall apply in the event the claim, damage, loss or expense is allegedly caused or is caused by the joint or concurrent negligence of the Bidder, or their agents or employees.

Upon the filing with the Authority of a claim for damages arising out of an incident for which the Bidder agrees to indemnify, defend, save and hold the Authority harmless, the Authority shall notify the Bidder of such claim. Any final judgment rendered against the Authority, for any cause for which the Bidder is liable hereunder shall be conclusive against the Bidder as to liability and amount, provided the Authority has notified the Bidder of such claim as provided from above.

M. STANDARDIZATION

Bidder must state the basic model number under which the vehicle is listed or referred to in a publication of recognized standing in the industry. In addition, the Bidder must submit all available specifications, data and descriptive literature covering the vehicle proposed in response to the proposal.

Successful Bidder will be required to furnish one (1) set of operator, parts and service manuals for each vehicle, and all accessories supplied.

N. COMPLIANCE WITH REGULATORY REQUIREMENTS

- 1. If the procurement specified is a vehicle as defined by the State of Michigan Motor Vehicle Code, it is required that the vehicle as delivered complies with the Michigan Motor Vehicle Code for operation on the public highway. In addition, the successful Bidder shall furnish the Authority with a "Manufacturer's Statement of Origin" and notarized "Bill of Sale" in conformance with the State of Michigan Motor Vehicle Code and/or other documents, if necessary, to obtain a State of Michigan Motor Vehicle Certificate of Title.
- 2. It is required that all equipment or components, whether furnished as a complete unit, an individual item or an individual item within a complete unit, conform to all applicable Occupational Safety and Health Standards Act regulatory requirements and other applicable state and federal regulatory requirements.

O. DEFAULT

Default is defined as the failure of the Bidder to fulfill the obligations of the Bid, including but not limited to, failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified. In case of the default of the Bidder, the Authority may cancel the Bid and procure the articles or services from other sources and hold the Bidder responsible for any excess costs occasioned thereby.

P. PROTOTYPE VEHICLE

Prototype vehicles will not be accepted as complying with this specification. A prototype vehicle is defined as one that has not been developed and tested by the manufacturer with neither a record of certifiable test results nor supporting manuals. To be considered acceptable, the Bidder must demonstrate experience in the design and manufacture of the specified vehicle by submitting with the Bid two different owners that have purchased a similar vehicle to the one offered in this proposal within the last two years and provide documentation of a current model in production meeting operational standards and testing contained in FAA Advisory Circular 150/5220-20, current edition.

Q. INSURANCE

To protect the Authority from potential involvement in litigation, the manufacturer for this contract shall be adequately covered with liability insurance. The manufacturer shall carry commercial general liability insurance including coverage for the products-completed operations exposure, with limits of not less than \$5,000,000 per occurrence and in the annual aggregate for all damage arising out of bodily injury and property damage. The insurance shall be issued by an insurance company with a current A.M. Best rating of A- or higher. A Certificate of Insurance showing that this minimum amount of coverage is currently in force shall be included in the Bid package for the Bid to be considered.

BID FORM

Date of Bid: _____

BID TO: BISHOP INTERNATIONAL AIRPORT AUTHORITY
G-3425 W. BRISTOL RD.
FLINT, MI 48507

AUTHORITY REPRESENTATIVE (to be contacted for additional information on this proposal)

Duane Burnash
(Name)

(810) 444-5814
(Telephone Number)

PROJECT: **Snow Removal Equipment, 2021 High Speed Runway Broom Procurement
(Additional Specifications Attached)**

BIDDER: _____

BIDDER ADDRESS: _____

BIDDERS REPRESENTATIVE (to be contacted for additional information on this proposal)

(Name)

(Telephone Number)

The Bidder, having familiarized themselves with the conditions affecting the cost of the work and having examined the Bid Documents, hereby propose to furnish all labor, materials, equipment, licensing, and services required for the proper completion of the 2021 High Speed Runway Broom, including all addenda issued thereto, for the sum of:

BID PRICE (DELIVERED TO FLINT) \$ _____

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

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

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

(CONTRACTOR)

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

The Bidder, by submitting this Bid, agrees to the following:
Bishop International Airport – SRE RUNWAY BROOM
Required Bid Submission Documents

1. To hold this Bid open for forty-five (45) days following the time and date set for receipt of Bids;
2. Upon receipt of notice to award, he/she will, within 15 days, execute the Contract;
3. To abide by the Instructions to Bidders and General Conditions; and
4. To perform the work in accordance with Bid Documents within time period stated.

SIGNATURE ACKNOWLEDGES THAT: (Check One)

_____ Bid is in full compliance with the Specifications

_____ Bid is NOT in full compliance with the Specifications

Respectfully submitted,

(Company)

(Signature)

(If a corporation, affix seal)

(Title)

Official Address: _____

Telephone No. (____) _____

BISHOP INTERNATIONAL AIRPORT AUTHORITY

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and authorized agents or representatives present at the time of filing of this Bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such Bishop International Airport Authority, Flint, MI whereby such affiant or affiant(s) or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiant(s) or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the Bid sought for by the attached Bid, that no inducement of any form or character other than that which appears on the face of the Bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Bid or awarding of the Bid, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Bid sought by these Bid Documents.

BIDDING COMPANY

BUSINESS ENTITY

(Corporation-Partnership-Single Owner, etc.)

SIGNATURE: _____

TITLE: _____

DATE OF PROPOSAL: _____

Subscribed and Sworn to before me on this ____ day of _____, 2022

(Notary's Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____
County: _____

My Commission expires: _____

BISHOP INTERNATIONAL AIRPORT AUTHORITY

PROPOSAL AFFIDAVIT

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

STATE OF _____

COUNTY OF _____

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

Signed: _____

Subscribed and sworn before me this _____ day of _____, 2021.

My Commission Expires:

Notary Public

BISHOP INTERNATIONAL AIRPORT AUTHORITY

BIDDER QUALIFICATIONS

The undersigned hereby certifies and warrants the 2021 HIGH-SPEED CAB-FORWARD CHASSIS WITH HIGH PERFORMANCE, HIGH TORQUE POWER BROOM provided by the Bidder complies in all respects to the attached specifications, including, but not limited to, providing the certificate of insurance, references, etc. Furthermore, the Bidder certifies that the proposed vehicle is not a prototype vehicle as described in **Section P** of the General Conditions.

Please provide two different owners that have received a similar vehicle within the last two years:

Firm Name: _____

Contact: _____

Phone Number: _____

Firm Name: _____

Contact: _____

Phone Number: _____

MANUFACTURER: The Country the vehicle is manufactured in: _____

The number and the location of the nearest service personnel, and the hours of operation for the service facility:

Contact Information of Service Facility: _____

Location: _____ Hours of Operation: _____

BIDDING COMPANY

BUSINESS ENTITY _____
(Corporation-Partnership-Single Owner, etc.)

BY _____

TITLE _____

Bidders Certificate of Insurance is attached.

**BISHOP INTERNATIONAL AIRPORT AUTHORITY
VEHICLE DETAILS**

DELIVERY GUARANTEED WITHIN _____ (320 MAX) CALENDAR DAYS AFTER RECEIPT OF ORDER.

Year of Vehicle: _____

Manufacturer of Vehicle: _____

Model No. of Vehicle: _____

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

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

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

Broom/Airblast Engine Mfr. and Model No.: _____ Displace (in³): _____

Broom/Airblast Engine Net Horsepower SAE: _____ Rated RM: _____ Peak Torque: _____

Manufacturer of Transmission and Model No.: _____

Manufacturer of Transfer Case and Model No.: _____

Manufacturer of Aux. Engine and Model No.: _____

Tire Designation: Front _____ Back: _____

Alternator Electrical Output: _____ amps and _____ amps

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

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

Axle Rating, Front: _____ lbs Rear: _____ lbs

Snow Sweeper/Broom Manufacturer and Model No.: _____

WARRANTY – Years/Months/Miles/Hours

Vehicle Engine: _____

Broom/Airblast Engine: _____

Transmission: _____

Chassis w/electrical: _____

Front Axle(s): _____

Rear Axle (s) _____

High Velocity Blast w/hydraulics: _____

BISHOP INTERNATIONAL AIRPORT AUTHORITY

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

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

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.000 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater. The cost of the Authority's investigation and reasonable attorney fees may also be added in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on any request for proposal for three (3) years form the date that it is determined that the person has submitted the false certification.

BIDDER

Name of Bidder

By: _____

Its: _____

Date: _____

STATE OF: _____

COUNTY OF: _____

This instrument was acknowledged before me on the _____ day of _____, 2021

by _____.

Notary Public

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

BISHOP INTERNATIONAL AIRPORT AUTHORITY

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

PROJECT NAME:	
AIRPORT NAME:	

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 in the 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 FAA Office of Airports maintains a list of equipment that has received waivers from the Buy American preference requirements on the http://www.faa.gov/airports/aip/buy_american/ website. Products listed on the National Buy American Waivers Issued list do not require a project specific Buy American preference requirement waiver from the FAA.

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

As a matter of bid responsiveness, the Bidder must complete, sign, date, and submit this certification statement with their proposal. The Bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. The Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States, or;
 - 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;
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the Bidder agrees:

- To provide to the Authority evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing US domestic product
 - To furnish US domestic product for any waiver request that the FAA rejects
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- Bidder hereby certifies that it cannot comply with the 100% Buy American Preferences of 49 USC § 50101 (a) but may qualify for either Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent Bidder with the apparent low bid agrees:
- To submit to the Authority within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 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.
 - 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 Regulations 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 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 jurisdiction of the Federal Aviation Administration and 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

BISHOP INTERNATIONAL AIRPORT AUTHORITY

REFERENCES

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

Reference 1

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Reference 2

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Reference 3

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Reference 4

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Reference 5

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

**TECHNICAL SPECIFICATIONS
FOR BISHOP INTERNATIONAL AIRPORT AUTHORITY
ONE 2021 4 X 4 ALL WHEEL DRIVE, HIGH-SPEED
CAB-FORWARD CHASSIS
AND HIGH PERFORMANCE, HIGH TORQUE POWER BROOM**

GENERAL – CHASSIS

These specifications contemplate the furnishing and delivery of one NEW ALL-WHEEL DRIVE HEAVY DUTY CAB FORWARD CHASSIS and indicate in general the type, size, and quality desired.

This vehicle shall be all wheel drive and must be designed and manufactured in the United States, for the specific purpose of snow removal, with a minimum 50,000 lb. GVW rating, approximate wheel base of 164". The configuration shall be suitable for front mounted attachments. The forward mounted cab design shall have near center steering and a rear mounted chassis drive engine. This vehicle shall comply with all applicable Federal Motor Carrier Safety Regulations (FMCSR) and Federal Motor Vehicle Safety Standards (FMVSS) quality/safety standards, and requirements of the FAA Advisory Circular 150/5220-20A *Airport Snow and Ice Control Equipment* and SAE International *ARP5564 Airport Runway Brooms*

All parts and components of this unit shall be engineered and classified as HEAVY DUTY, and shall be of the size, material, and strength to sustain the maximum load limits and severe operating conditions encountered in snow removal, while resulting in minimum wear and failure.

These specifications require the doing of all things necessary or proper for, or incidental to the furnishing of said unit. All items of design and equipment not listed in these specifications, but involved in carrying out their intent, are required to be furnished by the Bidder, the same as if these items were specifically mentioned and described in these specifications.

TYPE & SIZE

The unit shall be designed for one man operation, and have a fully enclosed, thermally and acoustically insulated, aluminum and glass cab mounted center frame, as far forward as good engineering practices will permit.

The front attachment to front axle dimension shall be kept as close as possible. This cab location and the axle to attachment dimension are necessary in order to have the operator as far forward as good engineering practices will permit, allowing greater visibility and maneuverability while clearing debris from runways and taxiways.

CHASSIS

The chassis shall be designed to permit easy and safe mounting and dismounting of the unit for operators and service personnel. Grab bars shall be installed as required for safe mounting and dismounting by personnel following OSHA standards of 3-point contact during all mount and dismount activities.

This shall include a minimum 1-inch diameter vertical grab bar behind each door, to include round tactile material for improved grip. The inside of each door shall include a minimum 1-foot grab handle positioned under the window. It shall be made of minimum 1-inch diameter material round only (no sharp edges or corners) for safety. All sheet metal, cowling, steps and fenders shall be free of sharp edges and protrusions, and include ample supports and bracing to prevent distortion and cracking. All steps or walkways shall be raised lug or expanded metal type construction.

FRAME

The frame shall be of Grade 8 bolted construction, with heat treated, minimum 110,000 psi yield strength, single channel carbon manganese steel rails, connected by an adequate number of cross members to resist frame distortion from the lateral stress expected in this application. Minimum bar size shall be 12" X 3.5" X .375", with minimum 2,500,000 inch pound RBM per rail. The frame shall be a minimum 34" width. There shall be two (2) tow hooks mounted on the rear of the vehicle. FRAME LINERS, WRAPPERS, FISHPLATING, AND BOLT-ON EXTENSIONS ARE NOT ACCEPTABLE.

A straight, full width rear bumper is required to protect the rear of the vehicle. Bumper shall be approximately 12 inches in height to offer ample protection at rear of the vehicle. For maneuverability, the unit shall have an angle of departure of no less than 15 degrees.

Mud flaps shall be provided behind both axles and in front of rear axle to avoid snow and debris on truck.

CHASSIS DRIVE ENGINE

Per SAE ARP5564 Section A.2.3 and T4F EPA emission certified the engine shall develop sufficient torque and horsepower to meet normal operational requirements without exceeding the no-load speed at the peak of its certified gross brake horsepower curve.

The engine shall be four stroke diesel type, six (6) cylinders, minimum 11.9-liter displacement, developing a minimum of 375 horsepower at 1800 RPM, with engine governed RPM of 2100, or approved equivalent. Engine shall be equipped with latest diesel electronic control and engine management system.

The chassis engine shall be equipped with cruise control and high idle feature. Switches in the upper cab control panel shall allow the operator to select either high engine idle when the vehicle is in a stationary position or cruise control when the vehicle is moving. Either function shall be automatically disabled if the operator utilizes the brake or throttle pedals or parking brake control valve.

The engine shall be provided with full flow, replaceable oil filters, heated fuel water separator, engine manufacturer's standard fuel filtration system, and emergency (power de-rate) system with light and buzzer, in event of high-water temperature and/or low oil pressure. Two switches conveniently located for the operator shall be provided, one to manually activate the emissions regeneration system and one to inhibit the regeneration process. Engine shall have a PTO flange for mounting a hydraulic pump. The hydraulic pump is to be driven directly off the engine crankshaft or a direct drive transmission to PTO pad.

A dry type two stage air cleaner is required with provisions for modification of air intake, as required by seasonal and local conditions to assure that engine manufacturer's intake air temperature limitations can be met. Chassis engine air intake filter canister(s) shall be located under the chassis engine hood on stand away brackets to avoid snow build up on exposed mechanisms. A stainless-steel exhaust guard shall cover the external exhaust components to protect crew from burns.

Operating Speed. The runway broom shall have an operating speed of at least 40 mph.

SIDE DRAIN KIT CHASSIS ENGINE

For ease of maintenance, a side drain kit is required. This kit shall include hosing and valves to allow easy draining of operational fluids from vehicle components. Specifically, outlets and hoses shall be supplied and labeled to allow draining of chassis radiator and cooling system, and chassis steering oil reservoir. Outlets shall be frame mounted in area(s) to allow easy access.

CHASSIS ENGINE ACCESS COVER

The carrier engine access cover shall be a tilting type with assist system installed on the vehicle, controlled from standing on the ground next to the vehicle to both Open and Close engine cover safely.

The open cover shall be adequate size to allow convenient access to the daily maintenance items. A chassis lubrication data plate shall be affixed to drivers' side of the chassis engine hood. The data plate shall provide a visual guide for all lubrication points and lubrication specifications that are utilized on the chassis.

CHASSIS ENGINE COOLING SYSTEM

The cooling system shall consist of a HEAVY-DUTY radiator and engine air charge cooler assembly. The cooling system shall be well and properly supported and isolated from excessive vibration.

A thermostatically controlled, create sufficient airflow across the radiator to meet engine manufacturer's cooling requirements. Radiator shroud is required to properly direct air flow through cooling system. Normal operational engine movement shall not put undue stresses into the cooling system radiator or charge air cooler. The engine cooling system shall be filled with permanent type antifreeze protecting the system to -40 degrees F. A spin or coolant filter and silicone radiator and heater hoses shall be provided.

FUEL SYSTEM

Twin fuel tanks shall have a minimum total capacity of 250 gallons (125 each). The tanks shall be constructed of heavy gauge steel and be properly fastened to the frame. A four-inch diameter filler neck chain connected cap and brass tank drain plugs shall be provided. Fuel tanks shall be interconnected to allow equalized fuel level in both tanks. A heated fuel/water separator shall be installed in the supply line to the engine fuel injectors. Fuel tanks shall be interconnected, single side fuel fill, 30 GPM fill rate with shut-off valves at each end to allow both fuel tanks to be quickly filled from one side. Carrier and auxiliary engines shall use the same fuel tanks.

TRANSMISSION

The transmission shall be Allison 4000 RDS Series six-speed – electronically controlled six-speed automatic minimum, with a low gear ratio of 3.51:1, and shall be supplied with the appropriate torque converter for this application. Shifting shall be accomplished via a shift control within easy reach of the operator. A low transmission oil level sensor system shall be included in the electronic transmission. Touch pad control shall be located near driver, enabling operator to shift gears with left hand. A dedicated back up connection shall be provided between touch pad shifter and vehicle electronic system EXTERNAL TO THE SAE J1939 DATA BUS CONNECTION to allow operator to shift into gear during fault mode or if main SAE J1939 data bus fails. This back up connection is essential for emergency egress from active runways.

TRANSFER CASE – AUTOMATIC LOCKING TYPE

In accordance with FAA Advisory Circular; AC 150/5220-20 (current edition), Appendix 1, Part A, Section 4 and Appendix 1, Part B, Section 13 an automatic lockout type transfer case is selected. **Bids received without an automatic lockout type transfer case will be considered non responsive and will not be considered.** For safety, it is required that NO driver intervention be required. Manufacturer must provide description and proof of this requirement.

A single speed, or two speed, transfer case shall be supplied, or approved equal, with automatic locking/unlocking differential to control the torque between the front and rear axles. The hi-low range selection shall be electric over air actuated and operated from the cab and equipped with Smart shift® to eliminate range shifting at excessive speeds. Switch shall be stage bump type, moving the shift from low to high or high to low. For vehicle and equipment protection, if the shift is not completed by the electric/air system within one minute, the system shall cease attempts at range shift and notify the operator of the failure by flashing light at the control switch. Operating range of the transfer case is to be displayed on the main dash LCD screen. The transfer case shall have a torque transmission capacity exceeding the maximum torque developed by the engine and transmission, and shall be approved for the application. The transfer case is to include drive line guard.

AXLES

The **rear** axle shall be of the drive/steer type, and of the full floating, torsion flow type with a single reduction spiral bevel gear design, minimum 23,000-pound GVW hub and brake rating, minimum 10" ground clearance, capable of withstanding the loads of the unit being bid. A driver-controlled traction differential unit is required in the rear axle.

The **front** axle shall be of the drive/steer type, and of the full floating, torsion flow type with a single reduction spiral bevel gear design, minimum 27,000-pound GVW hub and brake rating, minimum 10" ground clearance, capable of withstanding the loads of the unit being bid. A driver-controlled traction differential unit is required in the front axle.

For extended life, the steering-drive wheel ends shall be bolted to and removable from the center section of the axle housing. The cardan drive type joints shall be totally enclosed within a sealed ball and socket to protect the moving parts of the axle and steering joints from dirt and slush. The trunnion pins shall be supported by pre-loaded tapered roller bearings to insure long life and smooth steering at all cramp angles.

FOUR WHEEL STEERING SYSTEM

Front axle steering shall be Sheppard integral hydraulic power assist gear type. The steering gear shall be rated for heavy duty service. Four-wheel steering shall be electronically coordinated through the standard steering wheel. A selector switch within easy reach of the operator shall provide the option of front steer only, crab steer, or coordinated front/rear steer. Additionally, a single axis joystick shall be provided for controlling rear steer only.

The system shall include safety provisions for dampening of all wheel steer effects at higher speeds, but it shall also allow full operation while the vehicle is moving at lower speeds. An indicator shall be provided in the cab to display mode selected and rear wheel position. Also, for safety, there shall be a mechanical linkage maintained at all times between the steering wheel in the cab and the front axle to assure the ability to control the vehicle in the event of hydraulic or electrical system failure. Safety dampening of all wheel steer effects shall be related to vehicle speed and all wheel steer be available in both transfer case speed ranges.

Due to the conditions under which the vehicle will be operated the ability of this equipment to operate safely at all speeds while maximizing maneuverability, and provide the operator the ability to select the desired mode of operation "on the go" an electronically controlled rear axle steering system which operates in conjunction with the mechanically controlled front wheel steering system is required. This system must consist of the following components and operating features.

The all-wheel steering system consists of the following major components:

- The vehicle's original front steering system
- A driving, steerable rear axle
- Various hydraulic control valves, wheel position sensors, speed sensor and a steering cylinder located on the rear axle.
- ECU (electronic control unit) and control panel (located in the cab)

OTHER REQUIRED FEATURES

- All of the all-wheel steering system controls are to be located in the cab easily accessible to the operator.
- The all-wheel steering system must be preprogrammed with multiple steering modes for improved maneuverability.
- The driver must have the option to select: 1. Front Steer, 2. Coordinated steer, 3. Crab steer or 4. Rear-steer only.
- A rear wheel position gage located within easily viewed position of the operator to provide the operator with an electronic gage of rear wheel cramp position.

BRAKES

The service brakes shall be fully air actuated, drum and shoe type with a minimum 16 CFM air compressor and documented to conform to FMVSS 121, S-cam or Duplex Wedge type front and rear. The parking brakes shall be spring actuated, air released at the rear service brake air chambers with the air switch mounted within the cab and in easy reach of the operator. An electronic anti-lock brake system is required, 4 Sensors – 4 Modules. The air system for this unit shall be equipped with frame mounted, heated Bendix AD-IS, or approved equal, air drier system. Remote cable drains shall be provided for each air tank. DISC BRAKES AND DRIVELINE BRAKES ARE NOT ACCEPTABLE.

SPRINGS

The unit shall have alloy steel springs, with minimum 27,000 lb. front and 23,000 lb. rear ratings. The spring hangers, pins and supports shall be heavy duty to give long life. The pins shall be of the grease type with substantial bronze bushings.

WHEELS AND TIRES

This unit shall be equipped with proper sized wheels and tires for the GVW rating of the unit being bid. Single wheels shall be furnished for the front and rear axles. The wheels shall be of the aluminum disc type with an 11-1/4" bold circle. Supplies tires must be readily available.

CAB

This unit shall have a fully enclosed, thermally and acoustically insulated (85 db as measured 6" from the driver's ear at full engine RPM), aluminum and/or steel glass cab. Fiberglass components shall be used where shaping will assist in snow and air flow around the vehicle to avoid snow build up on the unit during operation. This shall include the roof and front cowling. A visor above the windshield outside the cab is required to shield from falling snow and to assist in shading the operator from sun glare. The operator shall be positioned slightly right of center.

The cab of this unit shall be provided as follows:

1. A tilt/telescoping steering column.
2. Windshield, minimum 2500 square inches. The side door windows (both right & left) shall be power roll up/down type, one on each side of cab in each door, 5-1/2 square feet each. Rear window shall be minimum 3 sq. ft., stationary type.
3. All windows shall be tinted safety glass, DOT approved and stamped.
4. Minimum four (4) electric variable speed wiper(s), providing operator clear line of vision providing a minimum of 75% swept surface of the windshield.
5. High output, fresh air type heater/defrost/air conditioner with multispeed fan motor, mounted behind the operator to minimize visibility obstructions to the front. Cab heater with defroster shall be capable of maintaining a 50-degree F inside temperature at sea level when the ambient temperature is -40 degrees F. Air flow of 380 CFM minimum required. The air conditioner shall be 23,000 BTU minimum rating.

6. A screened, louvered vent is required near cab rear for fresh air intake into Heater/ventilation unit. The heater/ventilation/AC unit to be digitally controlled, set-it-and-forget-it style with digital settings up to 95 degrees Fahrenheit. Climate control shall include auto mode for fan to provide rapid warm up of cab with automatic throttling down of fan as requested temperature is reached. Vent controls shall be provided from panel selection including defrost mode dictating air intake for maximum driving effect.
7. Cab doors shall be provided with full-length stainless-steel piano type hinges. Hinges shall be bolted to the door and bolted to the cab frame. Hinges shall not be welded to doors and/or cab..
8. Auxiliary power outlets (2) required near center of cab for access by operator or passenger.
9. Dual, heated, motorized West Coast type mirrors operated from the operator position in the cab.
10. Self-canceling turn signs with hazard switch.
11. Key type starter switch for chassis engine. Integrated safety checks shall prevent starting when an unsafe condition is detected. Real time feedback to the message center will report what condition is preventing the system from attempting an engine start.
12. Coat hooks.
13. Cup holders (two) shall be located in cab.
14. The operator seat shall be National Standard Plus air ride, fully adjustable in the horizontal and vertical positions with high back, air assist arm rests, lumbar support, cloth covered, and load adjustable and furnished with three point type safety belts. Adjustable arm rest shall contain joystick for implement control. Arm rest control shall include a vertical stow feature to facilitate easy egress/ingress of operator. A detent shall lock arm rest in the stowed position, with release control provided for operator.
15. An air ride passenger jump seat shall be provided to the left of the driver. It shall also be equipped with three point type safety belts; arm rests are not required.
16. All digitally controlled electrical circuits shall be protected by solid state circuitry and logic. Power supplies to control modules shall be protected by manual reset circuit breakers. Master wiring circuitry boxes shall be mounted behind operator. Manual reset circuit breakers controlling all analog circuits shall be easily accessible.
17. The interior of cab shall be fully insulated. The floor of the cab shall be insulated with thermal-acoustical sound barrier floor mat.
18. Master connection point for radios in control console above windshield near center of cab.
19. Electric horn.
20. Multiple access panels in upper console to allow easy access to switch and wiring connections.
21. Cab mounted defroster fans (Qty 2).
22. Two (2) power supplies, wired off the key switch through independent 10-amp resettable circuit breakers, for tower and company radios.

Instrumentation shall be centered on a color display mounted to the tilt/telescoping steering wheel. Available information shall include:

1. Speedometer/odometer
2. Tachometer and hour-meter that registers when engine is running only.
3. Voltmeter.
4. Air pressure gauge (dual system, physical gauge required)
5. Time of day
6. Fuel level with low level indicated by color (gauge shall be yellow for caution and red for urgent situation)

Warning Icons required for:

1. Low Air Pressure
2. ABS Fail
3. ABS Communication Lost
4. Engine Stop
5. Engine fail warning
6. Low voltage

7. Engine overheat
8. Engine low oil pressure
9. Engine air intake restriction
10. Transmission overheat
11. Transmission fail
12. Control system node communication lost
13. Transmission Communication lost
14. Parking brake applied
15. Transmission range
16. Traction lock engaged
17. Windshield washer fluid low level indicator
18. Message center for fault messages affecting operation
19. Hydraulic temperature warning
20. Hydraulic fluid level low
21. Left and Right turn indicators
22. High beam indicator

A summary of fault messages with most probable resolutions shall be provided in the service manuals required elsewhere in this specification.

Multiple selections of display shall be provided for operation and maintenance. Fault codes shall be “notify of failure” with operator attention drawn to the area of fault. Display of ground speed required. Display shall include selectors to page through digitally displayed instrumentation for maintenance and routine preflight check list procedures. As a safety feature, to prevent operator skimming of instrumentation during operations, screen selection controls shall become nonfunctional at approximately 2 mph with the screen display reverting to operating mode information.

ELECTRICAL & LIGHTING

Electrical system shall be multiplex technology for efficiency and maximization of control parameters. All lighting on this vehicle shall conform to FMVSS. All lighting shall be 12 volts, and shall include, but not be limited to, the following:

1. Two (2) fender mounted headlights w/integral turn signals per FMVSS.
2. Tail, stop, clearance and backup lights per FMVSS. Back up alarm Preco 1040 with auto adjustment for noise level.
3. One LED amber safety strobe beacon shall be located on cab roof and one on the top of the rear engine cover with a switch in the cab.
4. Cab dome light.
5. Variable intensity instrument lighting, push button control with ramp up through approximately 16 steps.
6. Weatherproof wiring shall be GXL nomenclature type, insulated and numbered, required circuit breakers for analog circuits shall be located in easily accessible weatherproof electrical panels or approved equal.
7. Two (2) headlights with high/low beam and integral turn signals mounted on a light bar near front outside corners of cab near leading edge. Light bar shall be vertical and made of round material to allow infinite positioning and aiming of auxiliary lighting as specified. Deutsch type sealed connector required at each light bar to pass electrical connections through cab shell.
8. One (1) 12-volt, 240-amp minimum alternator with built-in regulator.
9. Four (4) 12-volt, maintenance free batteries with a total 3800 cold cranking amperes.
10. Batteries to be installed in a separate frame mounted compartment with corrosion resistant interior.
11. LED Flood lights (qty 2) clear, located at the rear (engine cover) to laminate with transmission in reverse.
12. LED lights on cab light bar, one set of two (2).

ON-BOARD DIAGNOSTICS AND ELECTRONIC CONTROL SYSTEM

Functional control of vehicle shall be centered on an electronic control system utilizing J1939 data bus.

Reliability and precision operation of the unit requires heavy reliance on solid state circuitry and components and minimized reliance on traditional multi-pin "physical switch" type relays. Electronic control systems shall include on board diagnostic assistance and other features to simplify the operation, troubleshooting, and repair of the unit. Proprietary engine and Allison transmission data and troubleshooting readout not required.

ECU's, VIMS, Power Modules and Direct Current Controllers

Electronic control modules shall be of the highest reliability and durability for use in mobile equipment. System shall comply with the following:

1. High amp manual resettable circuit breaker protection is required upstream from the electronic control modules;
2. Y's from the data bus to the modules shall be physically labeled in the vehicle for ease of maintenance and troubleshooting;
3. Control boxes shall include a dual external LED tattletale, one LED displaying constant illumination indicating power supply, and one LED displaying a "heartbeat" indicating internal proper function;
4. A timer module shall serve to keep electronic modules live for 5 minutes after last cycle of door switches indicating egress from vehicle. This unit shall maintain heartbeats and power indicators at modules and their function without the key switch on.
5. After 5 minutes period without a change of status in door switches, unit shall automatically shut down completely.
6. Data bus terminal resistors, or approved equal, shall be EXTERNAL to control modules for ease and economy of replacement. Terminal resistors within the control boxes shall NOT be used as part of the electronic system structure;
7. Certifications of testing and durability of electronic modules.
8. EMI-RFI (meeting mil-spec of 150 volts/meter).
9. Salt spray survival for 1,000 hours minimum (ASTM B117).
10. Water immersion
11. High temperature tested at 125% overload for 100 hours, minimum;
12. Vibration tested to 50 g's
13. Field Effect Transistors (FET) shall provide power output to electrical functions, acting as a solid state relay and circuit breaker in one;
14. FET shall shut off automatically in the event of short to ground, cycling on and off to test itself for proper function to avoid damage while allowing search and repair of fault;
15. Individual FET ratings and over-current protection to be programmed to values of 1 to 15 amps depending on task assignment.

BROOM ATTACHMENT

These specifications contemplate the furnishing and delivery of one (1) NEW HEAVY DUTY, HIGH PERFORMANCE, 22' HIGH TORQUE FRONT MOUNT DEDICATED RUNWAY BROOM and indicate in general the type, size and quality desired.

It shall be 46 inches in diameter and be capable of producing 4800 Ft-Lbs. of torque and 500 RPM, with an air blower system capable of producing 22,800 CFM at 450 MPH. The broom head and air blower shall be hydrostatic drive with infinitely variable speed hydraulic pumps and fixed displacement motors. The broom shall have the ability to remove snow, ice, slush, sand and other debris at rated speeds up to 40 MPH depending on conditions.

ENGINE ASSEMBLY

The engine used to power the broom head and air blower system shall be a six-cylinder turbocharged diesel engine rated a minimum 475 HP @ 1800 rpm, 11.9 liter displacement minimum. It shall be liquid-cooled, EPA emission certified, and equipped with electronic controls for fuel injection and engine management including an automatic shutdown system with manual override and an electrical connector for the diagnostic system.

The engine shall be provided with a full-flow replaceable oil filter and bypass filter, 12-volt starter, and an air intake with a two-stage air cleaner including primary dry element and safety element.

The engine electronic control system shall monitor air intake temperature at the turbo charger to determine whether air intake shall be from the inside or outside of the engine compartment. The air intake mechanism shall automatically transfer in this manner. In the event of an error the fail safe shall be outside air.

The exhaust system with rain-cap shall be mounted on top of engine enclosure. The heavy-duty cooling radiator and heavy-duty charge air cooler shall also be mounted behind the engine. Antifreeze shall have protection to minus 50 degrees Fahrenheit with distilled water for anti-corrosion purposes and supplemental coolant additive for cavitations and corrosion protection. The cooling fan for the radiator and charged air cooler shall be mechanically driven with automatic thermostat (high/low) control. The fuel supply shall be supplied by the chassis engine fuel supply. A heated fuel water separator shall be dedicated to the auxiliary engine. Drain lines shall be provided for engine oil, radiator coolant and hydraulic oil. Application approval from engine manufacturer must be supplied with bid.

ENGINE ENCLOSURE

A molded fiberglass engine enclosure shall cover the entire auxiliary engine assembly, or approved equal. It shall be weatherproof design and totally enclosed to eliminate snow ingestion. Airflow through the enclosure must be controlled. The engine enclosure shall be pressurized using the cooling fan for the radiator and charged air cooler. It shall have two large removable doors on each side located for easy access to engine, or approved equal, for servicing and repairs.

WALKWAYS

Walkways, constructed of open grating with reinforced cross members, shall extend the full length of the chassis on both sides, front to back allowing access to the entire engine compartment. Access steps to the walkways shall be provided on both sides near the middle of the chassis. Tubular handrails meeting SAE standards 40" high shall extend the full length on both sides.

BROOM HITCH

The broom hitch shall provide low friction, free flotation, shock absorbing, and weight transfer for the broom head.

The low friction, free flotation is required so that it is independent of broom chassis for vibrations and bounce considerations and to accommodate surface irregularities. A parallel arm system with four horizontal pins shall be used. The two arms shall be tubular or box construction for torsional stiffness with 2-inch diameter pins on grease-able low friction bushings or equal.

To maximize vehicle tractive effort, braking, steering ability, and overall handling of the broom chassis, the broom chassis shall carry a minimum of 50% of the broom weight by utilizing a weight transfer system. A pair of hydraulic cylinders shall support the parallel arms of the hitch.

Pressure in the hydraulic cylinders provides the lift necessary to transfer approximately 50% of the broom weight to the chassis. A control valve adjusts the oil in and out of the cylinders to provide the same weight

transfer no matter what the surface irregularities. The vertical stroke of the hitch cylinders shall be 12” minimum.

The pair of hydraulic cylinders shall also “free float and dampen” the parallel arms of the hitch to minimize broom bounce at high vehicle speeds. The broom hitch must have hydraulic cylinders to provide an active shock absorbing system.

For visibility, vehicle dynamics, and broom bounce reasons, the maximum horizontal distance from the chassis front axle centerline to the broom centerline in the bulldoze position shall be a minimum 10'-9”.

BROOM ANGLE

The broom head shall be capable of swinging 45 degrees maximum left or right, selectable from an operator’s joystick. Using a longer broom than specified to accommodate swept path for larger swing angles is unacceptable due to storage and maneuverability reasons. The broom pattern shall not vary more than 0.5 inches end to end for the whole width of the broom.

The bearing mechanism shall allow frictionless motion through the swing and shall be accomplished by utilizing double acting hydro cylinders. The swing arms or the reversing turntable assembly shall be made from formed steel plate and machined steel tubing with grease-able low friction bearings or bushings,

BROOM OSCILLATION

The broom oscillation shall provide true flotation left to right for the broom head so that it is independent of broom chassis to accommodate surface irregularities and thus minimize brush pattern variation during operation. It shall have at least 8 degrees (+4, -4) of free floating oscillation from left to right. The ability of the broom head to oscillate shall be provided by a means of a spherical bearing assembly and low friction nylon pads.

BROOM ELEVATION AND BRUSH PATTERN ADJUSTMENT

The broom head lift shall be achieved utilizing two, minimum of 3 inch diameter hydraulic lift cylinders, one on each end of the broom frame. The lift cylinders shall be equipped with a counterbalance valve, which prevents the broom head from creeping down. The pivoting action shall have adequate stroke to achieve ground clearance during transport when not in use. For safety reasons the operator cannot be positioned under or near the broom head or between the broom head and chassis to make the pattern adjustment. The brush pattern adjustment process shall be accomplished without the use of tools.

BROOM HEAD

The brush itself shall be 46 inches in diameter and 22 feet long comprised of two 11 foot sections. The broom head frame must sustain the loads imposed by the snow removal capacity of the unit. It shall be fabricated with steel tube in tube and include provisions for grease between the mating surfaces. The hydrostatic broom drive shall be dual end drive. Power shall be supplied from two variable displacement hydrostatic pumps (Sauer-Danfoss 90 series type, Eaton Series 1 type or equal) mounted on the engine’s gearbox. The gearbox shall be a parallel shaft pump drive with precision gears and a dipstick for oil level measurement.

Two high-speed hydrostatic motors (Sauer-Danfoss 90 series type, Eaton Series 1 type or equal) each connected to a planetary reduction gearbox shall be mounted within the inner diameter of the broom cores outer ends to minimize overall width. The motor gearbox connections shall utilize a static O-ring seal, wet spline type. NO dynamic seal shall be used for reliability purposes. The motors shall not support the broom core loads and the planetary gear box shall be hydraulic oil bath lubricated (case flushing

type). The entire broom head shall be vibration analyzed as a final inspection with report on vibration spectra (FFT) plot). A sample of QA report with FFT plot shall be included in bid.

Speed of broom shall be infinitely variable from 0 to 500 RPM. Available torque at the broom shaft shall be 4800 ft-lbs at maximum hydraulic pressure of 5075 psi for maximum snow moving capabilities. Engineering hydraulic power calculations confirming these values must be provided with the bid. Power shall be transmitted to the broom core from the gearboxes utilizing keyed tapered hubs to prevent any looseness in the connection for vibration concerns and high strength molded urethane drive cogs into replaceable hardened steel core drive sprockets of the core. Hardened steel pilot plates shall support the radial loads.

A maximum 2 inch gap between broom core sections shall be obtained by using a center dual idler with the same components as the drive ends. The idler bearings shall be heavy-duty greaseable or encased in a sealed housing and be provided with oil bath lubrication.

The broom end plates shall be steel fabricated using 0.38 inch thick welded steel plate construction with 14 inch diameter, 0.38 inch thick steel tube for mounting the broom drive gearboxes. The end plates shall be reinforced horizontally and vertically. The broom end plates shall be secured to broom frame with four 1 inch diameter grade 5 bolts.

The unbolted end plates shall slide outward to allow easy access for core and bristle replacement. The slide mechanism shall be round telescoping tube in tube design. A second 2 inch square tube shall slide on a plastic slide providing additional support and allowing repeatable location of brush centerline alignment during broom core remove and replace operations.

BROOM CORES

The two core sections must be split core design for easy handling and efficient (tight) wafer stacking and sustain the loads imposed by the snow removal capacity of the unit. They shall be tubular steel construction with four drive bats, equally spaced around a tube to center each brush wafer. The drive sprockets shall be replaceable. Each core shall be individually dynamically balanced to acceptable values at rated RPM.

The brush on the cores shall be full width and designed for runway operation and shall be field replaceable with maximum ease without the use of special tools. The wafers shall be all polypropylene or wire bristles. The bristles shall be fastened in a radial wafer fashion to a steel ring. Polypropylene or wire bristles shall be fastened to the steel ring by fusing their base to form a solid loop about the circumference of the ring, then mechanically holding them in place by wrapping the top of the ring over the fused bristle ends to form a dovetail.

BROOM CASTERS

There shall be four single tire caster assemblies for the 22 foot broom. Each caster assembly shall be free to rotate 360 degrees. The radial pneumatic tires shall be 180/70R8 16 ply. Spring-loaded adjustable automotive type disk brake shall be supplied per caster to prevent caster shimmy at all sweeping speeds. The caster assembly shall be non-suspension type allowing the brush to follow the ground contours as close as possible. The broom head caster support shall be mounted to the main broom frame by means of welded brackets.

BROOM HOOD

The broom hood shall shield the top half of the brush completely and be fabricated from heavy-duty 10-gage sheet steel securely bolted to the broom frame. It shall be nonclog design to prevent ice buildup during freezing slush removal operations at rated speeds. It shall provide the necessary quick access to the brush for replacement of bristles and for inspection. There shall be an adjustable and replaceable

stripper bar across the front of the broom to prevent snow carryover. The stripper bar shall be near tangential to the broom outside diameter.

A smooth curved scoop hood shall be incorporated across the full length of the broom. The stripper bar shall be attached to this scoop hood. It shall be connected to but move independent of the stationary hood. A snow deflector shall be mounted on the front of the scoop. Hydraulic cylinders spaced appropriately along the length of the deflector shall adjust the angle of the deflector with respect to the scoop. The deflector angle shall be controlled and adjusted from the operator's cab. The result is a smooth, efficient, and controlled flow of the snow leaving the bristle. The stripper bar, the scoop hood, and the deflector structure shall have no abruptness to a smooth flow at any broom/bristle diameter or at any deflector angle.

The adjustment to bristle diameter wear shall be performed using two mechanical acme thread jacks or by two hydraulic cylinders, one each end of the scoop and broom frame. The adjustment shall position the stripper bar to the bristle diameter.

FORCED AIR BLOWER

The forced air blower shall be dual centrifugal impeller type with dual inlets and dual outlets. It shall produce a minimum 22,800 CFM total at 400-mph velocity air out both sides at the same time. Both nozzles shall blow in same direction at any given time. Deflectors at the nozzle ends shall direct the flow to one side or the other. The nozzle deflector's control shall be hydraulic and interlocked with the broom head angle to blow in the direction of broom casting thus controlled by the operator's joystick. The nozzle deflectors change direction as the broom swings. A separate control shall allow the nozzle deflector's direction opposite of the broom angle by choice. An additional control shall permit blowing without broom operation. The velocity and CFM at each nozzle shall be certified and supplied with the bid.

The air ducts shall rise within the width of the tires of the chassis for transport and storage.

The centrifugal impellers shall be independently driven via hydrostatic motors. The two motors, one for each impeller, shall be mounted directly to the impeller shaft. Power to the motors shall be supplied from a variable displacement hydrostatic pump (Sauer-Danfoss 90 series type, Eaton Series 1 type or equal) mounted on the engine's gearbox allowing infinite control of blower speed from 0 to 100%.

Both impeller/shaft assemblies shall be dynamically balanced at the rated RPM. All controls for the air blower shall be remotely operated from within the cab.

HYDRAULIC SYSTEM

All hoses for all systems shall be properly sized and strength to work with the pressure and volume of oil required. All hydraulic positioning functions (broom head lift, broom head swing, deflector, and air nozzle lift) shall be equipped with a hydraulic position locking system. A counterbalance valve shall be used for the broom lift. All hydraulic functions of the broom shall be electric over hydraulic valving. Connectors to the solenoids shall be interlocking type to provide a secure connection, which can withstand normal pressure washing procedures. Piloted operated check valves shall be installed for the broom swing left and right, deflector up and down, air ducts up and down, and air nozzles left and right. Fluid and components shall be design for temperature to -20 degrees F ambient cold start. Shut off valves for all filters below tank fluid level shall be installed to allow filter changes without loss of oil.

Proper filtering shall be done on both the high pressure and low pressure circuits and shall conform to SAE J931. There shall be a 5-micron absolute rating on the hydrostatic pumps' filters and placed in the charge pressure lines. One spare spin on canister provided for each of these charge pressure filters. There shall be a clogged filter indicator light on the cab control panel indicating filter replacement.

The hydraulic oil cooler shall be integral to the radiator and charge air cooler package. It shall be controlled by a thermostatic switch to avoid excessively cold oil operation and designed such that

thermostatic failure results in the cooling fan being engaged. A pressure relief shall allow cold hydraulic oil to bypass the cooler for shorter warm up times. A warning light for low hydrostatic coil level shall also be supplied.

CONTROLS AND INSTRUMENTATION

All controls shall be electric over hydraulic type. All instruments and controls shall be labeled in a manner to remain legible for the life of the unit and shall be illuminated. All wiring shall be either harness, cable, split loomed, or shrink-wrapped. All wiring shall be color-coded, wire numbered matching drawing schematics and terminal strip, and labeled. The gauge wire and processes shall be in accordance with common wiring practices, GXL insulation type.

The operator's broom control system in the chassis cab shall have an Active Matrix Display station. It shall use a display screen and use CAN (Controller Area Network) serial bus system technology. The AMD must incorporate diagnostics. All systems for the broom and broom engine must be part of the diagnostics. All functions and displays must be in easy reach of the operator and contiguous with the chassis instrumentation.

The control in the chassis cab shall have all the necessary functions to operate the broom and air blower and shall have the following:

1. System on/off (keyed)
2. Multifunction CAN controlled joystick for broom head lift/lower and left/right swing. It shall also incorporate the shaker, deflector angle and the broom and air blower RPM.

The broom swing, lift and blower nozzle shall be microprocessor controlled (no relays) and have automatic function for cycle complete control. This allows the operator to have hands free operation during cycle movement. Moving the joystick in the opposite direction can top and reverse the cycle. A switch shall allow the operator to use the automatic control or disengage the system.

3. Broom Controls and Display;
 - ❖ Mechanical sealed pushbuttons
 - ❖ Broom engine main operating screen
 - Engine, broom and air blower speed control and display
 - Oil pressure with visual and audible warning alarms
 - Coolant temperature with visual and audible warning alarms
 - Hydraulic oil temperature with visual and audible warning alarms
 - Engine tachometer
 - Voltmeter and warning indicators
 - Air filter restriction warning and alarm
 - Alarms for engine diagnostics and visual warning indicators and displayed faults
 - Mode selector: auto/manual
 - Status display for:
 - o Broom/air duct coordination
 - o Weight transfer system
 - ❖ Menu selection screen: specific AMD function screens are accessed through this screen
 - ❖ Video screen
 - Enables the video system to be manually turned on and off
 - To be used for future installation of video camera system (when applicable)
 - ❖ Lighting screen
 - Daytime/nighttime display screen brightness selection
 - ❖ Joystick/touch pad screen: this screen mimics the features of the joystick and touch pad
 - Joystick lift up/down
 - Joystick swing left/right

- Deflector up/down
- Mode auto/manual
- Broom on/off
- Blower on/off
- Snowshed hood up/down
- Vibrator on
- ❖ Engine hydraulics screen: this screen is used for systems monitoring
 - Engine, broom and air blower speed control and display
 - Percent engine power
 - Engine hour meter
 - Inlet air temperature
- ❖ Settings screen
 - Joystick control: broom only, blower duct only, or both
 - Air blower nozzle direction: coordinate/opposite broom swing
 - Weight transfer with audible alarm when in the off position
 - Core life hours
 - Maintenance hours
 - Automatic broom pattern control
 - o Pattern increase/decrease with supervisory override
 - o Broom height position
- ❖ Engine diagnostics screen
 - Display active faults
 - Active fault codes
- ❖ Output diagnostics: this screen is for display only and shows the controller output diagnostics
 - Individual system output test function
 - Output diagnostics last 25 minimum fault history
- ❖ Setup screen: this screen allows authorized personnel to change the vital settings without the use of a notebook computer and is password protected.

4. Separate back light touch pad for:

- Deflector up/down
- Mode auto/manual
- Broom on/off
- Air blower on/off
- Snow shed
 - o Hood lift
 - o Hood stow
- Vibrator with minimum 3,200 pounds of force

Controls located in the broom engine enclosure shall be the following: Single circuit breaker with Master Battery disconnect

ADDITIONAL ITEMS WHICH ARE REQUIRED

- ❖ Central remote drain lines with valves for the broom portion
- ❖ Snow Shed Hood. Hydraulic pivot type or integral heat exchanger type with poly cover to remove snow that has deposited on top during sweeping operations. The snow shed hood shall cover the entire length of the broom hood without interruptions for the most efficient snow removing capabilities.
- ❖ Broom head vibrator: Attached to the broom head shall be a dump truck body vibrator to shake snow and ice accumulation off the broom head. The vibrator shall be cab controlled with on/off switch.

- ❖ Automatic broom pattern control: The broom head shall have auto pattern adjustment with manual override. Auto pattern adjustment shall calculate only when both broom engine is running and transmission is engaged.
- ❖ Brush speed controlled by ground speed: Automatically adjusts the brush rotational speed depending on the vehicle speed. Manual override capabilities shall also be supplied. Option requires automatic pattern adjustment option.
- ❖ Communication equipment – In addition to wiring, provide and install the following: One ICOM Mobile A120 VHF Air band transceiver and One Motorola CM300 mounted in the cab with roof top antennas and mounted external speakers.
- ❖ Supplied equipment manual.
- ❖ Parts manual identifying every part on the unit including schematics for electrical and hydraulic systems. Paper copies of schematics shall include reference indicators directing the reader to connection points on other pages by sheet number and grid location within each sheet. Electronic version of electrical schematic shall include a computer search function.

TRAINING

A qualified factory representative must fully install, start-up, and test the unit prior to training. Training shall be performed by factory trained and authorized technician. The training shall be performed at the customer's site and shall be at least 4 hours for operators training and at least an additional 4 hours for mechanics training (mechanics shall attend the operator training first). The purpose of this training is to review safe and effective procedures for use and maintenance of the machine, review and test all systems, and assure the full function of the machine. Training will be in small groups – both classroom and hands on training is required.

WARRANTY

The Bidder shall warrant his equipment as to the specified capacities and performance, and to be free from all defects in design, material and workmanship. All labor, transportation cost and defective parts shall be replaced free of cost. THIS GUARANTEE SHALL CONTINUE FOR ONE YEAR AFTER COMMENCEMENT OF ACTUAL OPERATION OF THE EQUIPMENT. No exceptions to the guarantee requirement will be accepted. Additionally, the engines and transmission shall be warranted for a minimum of two years.

COMPONENT SOURCING

Because of the critical nature of this machinery, it is essential that the complete unit and all components be newly manufactured and unused. To this end, the purchaser reserves the right to compare serial numbers of engines, transmissions, transfer cases and axles with the current production records of the component manufacturers. Any component found to be used, or not of current production will be rejected. The Bidder will replace the component in question with an appropriate and acceptable new replacement component at his own expense.

PAINT

The complete vehicle shall be painted with one (1) coat of metal primer and two (2) coats of FAA approved Chrome Yellow acrylic urethane.

MANUALS AND ELECTRONIC SCHEMATICS

The successful Bidder shall provide the following product documentation and support information: Two complete sets of manuals, operators, parts, and service plus internet access to parts books. One set of

chassis and broom engine manual. One set of transmission manuals. One electronic set of operators, parts, and service manuals.

Successful Bidder shall provide both paper and electronic copies of electrical schematic that include a computer search function. Successful Bidder shall also provide at no extra charge the software required to view schematics and operate this search function. The cost of the software and any license fees for use are to be included in the single Bid price.

If the electronic schematic is multipage, paper copies of schematics shall include reference indicators directing the reader to connection points on other pages by sheet number and grid location within each sheet.

SERVICE SUPPORT

This service facility must make available factory trained mechanics trained in the delivery in-service, service, and maintenance of the unit offered and must be equipped to offer prompt service on the unit at the in-service location. These mechanics must hold current and valid certifications from the manufacturer. All Bidders must be capable of servicing the entire unit including the chassis, and any auxiliary equipment provided thereon.

The service facility must be equipped to handle, without subletting, the following: body repairs, paint work, welding, frame and spring repairs, and power train repairs.

The service facility must provide a technical support telephone contact number. User inquiries shall receive a response to all technical support issues within (4) four hours.

Delivery shall be three hundred and twenty (320) days maximum from receipt of purchase order.

Spares – Included with delivery of the specified equipment, the Bidder shall provide the following spare parts:

1. Two chassis and broom engine fuel filters
2. Two chassis and broom engine fuel water separators
3. Two chassis and broom engine oil filters
4. Two air dryer filters
5. Two steering filters
6. Diagnostic Kit –Engines, transmission & command zone
7. Set of circuit breakers, one each 7.5, 10, 15, 20, and 30 am manual reset type
8. 8 inch spotter mirror (shipped loose)
9. Spare wafers bristles, 50% poly and 50% wire, for 22' broom
10. Two sets of spare caster tire, wheel, hub, bearings axle, and nuts
11. Set of two hydraulic broom carts
12. Dedicated broom spare filter kit
13. One (1) spare set of broom cores
14. One spare tire and Rim. Aluminum to match chassis tires and rims.

MANDATORY CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

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

BREACH OF CONTRACT TERMS

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

Owner will provide [Contractor | 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 deadline indicated in the Owner's notice.

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

BUY AMERICAN PREFERENCE

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

GENERAL CIVIL RIGHTS PROVISIONS

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

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

Title VI Solicitation Notice:

The Airport Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 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.\

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 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the 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 disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Airport Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

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 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 sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

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, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

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 of 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/epawaste/conserve/tools/cpg/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.

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 in the 37 CFR §401.14.

Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

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:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) 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;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) 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 DEFAULT (EQUIPMENT)

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

1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;

3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
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.

TRADE RESTRICTION CERTIFICATION

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

- a. 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 (U.S.T.R.);
- b. 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 U.S.T.R.; and

- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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, United States Code, Section 1001.

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

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

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. 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 U.S.T.R, 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 may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

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 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

GENERAL REQUIREMENT FOR RECIPIENTS
Excerpts from USDOT Regulation 49 CFR, Part 26

1 of 5

A. 26.5 What Do The Terms Used In This Part Mean? *(Replaces 23.5 and 23.62)

Insert the following portions:

Disadvantaged Business Enterprise or DBE means a for-profit small business concern -
(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Small Business Concern means, with respect to firms seeking to participate as DBEs in DOT- assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is -

- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "*Black Americans*," which includes persons having origins in any of the Black racial tv groups of Africa;
 - (ii) "*Hispanic Americans*," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "*Native Americans*," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) "*Asian-Pacific Americans* " which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "*Subcontinent Asian Americans*," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) *Women*;
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.

You refers to a recipient, unless a statement in the text of this part or the context requires otherwise (i.e., 'you must do XYZ means that recipients must do XYZ).

B. 26.1 What are the Objectives of this Part? *(Replaces 23.43)

This part seeks to achieve several objectives:

- (a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- (b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;

- (c) To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
- (d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
- (e) To help remove barriers to the participation of DBEs in DOT-assisted contracts;
- (f) To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
- (g) To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

26.3 To Whom Does this Part Apply? *(Replaces 23.43)

- (a) If you are a recipient of any of the following types of funds, this part applies to you:
 - (1) Federal-aid highway funds authorized under Titles I (other than Part B) and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. 102-240, 105 Stat. 1914, or Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, 112 Stat. 107.
 - (2) Federal transit funds authorized by Titles I, III, V and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, III, and V of the TEA-21, Pub. L. 105-178.
 - (3) Airport funds authorized by 49 U.S.C. 47101, et seq.
- (b) [Reserved]
- (c) If you are letting a contract, and that contract is to be performed entirely outside the United States, its territories and possessions, Puerto Rico, Guam, or the Northern Marianas Islands, this part does not apply to the contract.
- (d) If you are letting a contract in which DOT financial assistance does not participate, this part does not apply to the contract.

26.13 What Assurances Must Recipients and Contractors Make? *(Replaces 23.43)

- (a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- (b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient 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.

C. 26.55 How is DBE Participation Counted Toward Goals? *(Replaces 23.47)

(a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

(1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

(6) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1)(i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2)(i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions

are not regular dealers within the meaning of this paragraph (e)(2).

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

(f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in §26.87(i).

(g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.

(h) Do not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements or your overall goal until the amount being counted toward the goal has been paid to the DBE.

D. 26.11 What Records Do Recipients Keep and Report? *(Replaces 23.49)

(a) [Reserved]

(b) You must continue to provide data about your DBE program to the Department as directed by DOT operating administrations.

(c) You must create and maintain a bidders list, consisting of all firms bidding on prime contracts and bidding or quoting subcontracts on DOT-assisted projects. For every firm, the following information must be included:

- (1) Firm name;
- (2) Firm address;
- (3) Firm's status as a DBE or non-DBE;
- (4) The age of the firm; and
- (5) The annual gross receipts of the firm.

PRIME CONTRACTOR STATEMENT OF DBE/MBE/WBE/HBO SUBCONTRACTOR PAYMENTS

Information required in accordance with 49 CFR part 23.49 and the MEEBOC reporting requirements for procurement from DBE/MBE/WBE/HBO firms, to monitor the progress of the prime contractor in meeting contractual DBE obligations. Failure to provide this information may result in diminished prequalification rating of the prime contractor, or other remedies under contract

SEE INSTRUCTIONS ON REVERSE

PRIME CONTRACTOR	PROJECT NO.	CONTROL SECTION	JOB NO.
-------------------------	--------------------	------------------------	----------------

PERIOD COVERED 1st Quarter (September 1 - November 30, 20___) 3rd Quarter (March 1 - May 31, 20___) PROJECT COMPLETION
 2nd Quarter (December 1 - February 28/29, 20___) 4th Quarter (June 1 - August 31, 20___) FINAL ESTIMATE

Certified DBE/MBE/WBE/HBO SUBCONTRACTOR	Services/Work Classification	Total Contract Amount	Cumulative Dollar Value of Service Completed	Deductions	Actual Amount Paid to Date	DBE/MBE/WBE/HBO Authorized Signature	Date

As the authorized representative of the above prime contractor, I state that, to the best of my knowledge, this information is true and accurate

CONTRACTOR'S AUTHORIZED REPRESENTATIVE (Signature)	TITLE
	DATE

FOR MDO T USE ONLY

COMMENTS:

	DATE
	DATE

RESIDENT/PROJECT ENGINEER (Signature)

146-R (12/90)

INSTRUCTIONS

PRIME CONTRACTOR or AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to the DBE/MBE/WBE/HBO subcontractor. Complete and submit to the Resident/Project Engineer within 30 days of the end of the quarter, 90 days after project completion, and 30 days after the engineer's submission of the final payment estimate.

For "Project No.", "Control Section", and "Job No.", use the numbers assigned by MDOT.

For "Service/Work Classification" report services performed by the subcontractor, listed by code, as described in Rule 51 of the Administrative Rule governing prequalifications of Bidders for Highway and Transportation Construction Work.

For "Contract Amount", report total amount of the contract between the prime contractor and the subcontractor.

For "Deductions": Report deductions made by the prime contractor to the subcontractor's Cumulative Dollar Value of Services Completed for retainage, bond or other fees, materials, services or equipment provided to the subcontractor according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date", report cumulative actual payments made to the subcontractor for services completed.

Provide "DBE/MBE/WBE/HBO Authorized Signature" for project completion reports only.

Be sure to sign, title and date this statement.

MDOT RESIDENT/PROJECT ENGINEER:

Complete the "Comments" area, sign date and forward to Office of small Business Liaison within 7 days of receipt from prime contractor.

Notice To Bidders

Buy American Preference Requirements

(Non-building heavy construction projects such as runway or roadway construction)

Applicability: *The Buy American preference requirements apply to all AIP-funded projects. The Buy American requirements flow down from AIP sponsors to first tier contractors/vendors, who are responsible for ensuring that lower tier contractors/vendors and subcontractors/vendors are in compliance.*

Requirements: The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. It also gives the FAA the ability to issue a waiver to the sponsor to use other materials on the AIP funded project. The FAA requires that these waivers be requested in advance of use of the materials on the AIP funded project. The 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) is considered the equipment in this case. For construction of a facility, the application of this subsection is determined after bid opening;
- (4) applying this provision would increase the cost of the overall project by more than 25 percent.

The FAA Office of Airports maintains a list of equipment that has received waivers from the Buy American preference requirements on the http://www.faa.gov/airports/aip/buy_american/ website. Products listed on the Nationwide Buy American Waivers Issued list do not require a project specific Buy American preference requirement waiver from the FAA.

Buy American Certificate

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 completed Buy American Certificate to the project engineer within 5 business days following bid opening on all AIP funded projects. Bids or offers that are not accompanied by a completed Buy American Certificate within 5 business days of bid opening must be rejected as nonresponsive.

Certificate of Compliance Based on Equipment and Materials Used on the Project

(Non-building heavy construction projects such as runway or roadway construction)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that all steel and each manufactured good proposed for use on this project are made in the United States of 100% United States materials, unless 1) the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; 2) the FAA has issued a waiver for the product, as indicated by its inclusion in the FAA Nationwide Buy American Waivers Issued list, or 3) the item is listed by the bidder or offeror below. For those items listed below, not subject to the exceptions above, the bidder or offeror will provide the completed Product Content Percentage Worksheet and the Product Final Assembly Questionnaire (if applicable) prior to the Notice To Proceed being issued to allow the sponsor to request and receive an FAA waiver for the non-US origin materials. If the FAA does not issue a waiver, the bidder or offeror must use manufactured goods that meet the Buy American Preference requirement.

BUY AMERICAN CERTIFICATE

(submit within 5 business days following bid if low bidder)

Product	Country of Origin	% of United States Components and Subcomponents

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

SPECIAL NOTICE

W-9

In order for payments to be issued, the designated low bidder prior to award of the contract, shall file with the Authority a 'Request for Taxpayer Identification Number and Certification'. This must be US Department of Treasury, Internal Revenue Service Form W-9. Following on the next page is the form W-9 which must be completed and returned to the Authority prior to the award of this contract.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.