



January 31, 2025

MBS International Airport (MBS)

Snow Removal Equipment
Procurement – Current Production
Model, All Wheel Drive, All Wheel
Steer, Two Engine Design, Two-
Stage, Diesel Powered Airport
Rotary Plow with Carrier Vehicle

Procurement Manual





**MBS International Airport (MBS)
Snow Removal Equipment
Procurement – Current Production
Model, All Wheel Drive, All Wheel
Steer, Two Engine Design, Two-
Stage, Diesel Powered Airport
Rotary Plow with Carrier Vehicle**

January 31, 2025

Freeland, Michigan

RS&H No.: 1010-0098-012

Prepared by RS&H Michigan, Inc. at the
direction of MBS International Airport
Commission

MBS INTERNATIONAL AIRPORT COMMISSION

TABLE OF CONTENTS

Title Index of Pages

Bid Information

Invitation to Bid	INV-1
Instructions to Bidders	IB-1 thru IB-5

Proposal Forms

Proposal Form	P-1 thru P-3
Proposal Affidavit.....	P-4
Proposal Guaranty	P-5
Surety's Bond Affidavit.....	P-6 thru P-7
Non-Collusion Affidavit	P-8 thru P-9
Affidavit of Compliance – Iran Economic Sanctions Act	P-10 thru P-11
Certificate of Buy American Compliance.....	P-12 thru P-14
Certification of Offer/Bidder Regarding Tax Delinquency and Felony Convictions.....	P-15
Bidder's Qualifications.....	P-16 thru P-18
Price Form.....	P-19 thru P-20

Contract Forms

Equipment Purchase Agreement	A-1 thru A-5
------------------------------------	--------------

Mandatory Contract Provisions

Access to Records and Reports	MCP-1
Breach of Contract Terms	MCP-1
Buy American Preference	MCP-2 thru MCP-5
Civil Rights – General.....	MCP-5
Civil Rights – Title VI	MCP-5 thru MCP-7
Clean Air and Water Pollution.....	MCP-7 thru MCP-8
Debarment and Suspension.....	MCP-7
Distracted Driving	MCP-7 thru MCP-8
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	MCP-9
Federal Fair Labor Standards Act (Federal Minimum Wage).....	MCP-9
Lobbying and Influencing Federal Employees	MCP-9 thru MCP-10
Occupational Safety and Health Act of 1970	MCP-10
Procurement of Recovered Materials.....	MCP-10 thru MCP-11
Tax Delinquency and Felony Convictions	MCP-11 thru MCP-12
Termination of Contract	MCP-12 thru MCP-13
Trade Restriction Certification.....	MCP-13 thru MCP-14

MBS INTERNATIONAL AIRPORT COMMISSION

TABLE OF CONTENTS

Title Index of Pages

Veteran's PreferenceMCP-15
Domestic Preferences for Procurements.....MCP-15

Technical Requirements

Snow Removal Equipment (Current Production Model, All Wheel Drive, All Wheel Steer, Two Engine Design, Two State, Diesel Powered Airport Rotary Plow with Carrier Vehicle).....
..... TR-1 thru TR-9

MBS INTERNATIONAL AIRPORT COMMISSION

INVITATION TO BID

PROJECT DESCRIPTION: **Snow Removal Equipment Procurement – Two-Stage Rotary Plow with Carrier Vehicle**
BID DUE DATE: **March 6, 2025**
BID TIME: **10:00 a.m.**
DOCUMENTS AVAILABLE: **February 3, 2025 (see location info below)**

Sealed bids will be received by the **MBS International Airport Commission**, at the Administration Office until 10:00 a.m. (local time), on the bid date, at which time and place all bids will be publicly opened and read aloud. **ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED.**

The proposed Work includes the following: Procurement of a Two-Stage Rotary Plow with carrier vehicle for the purpose of airfield snow removal.

Bidder Qualifications

- a) Bidder must have at least five (5) years of experience building or distributing equipment of recent manufacture (the latest model of equipment) comparable to the equipment specified in this procurement document.
- b) Bidder must be an authorized dealer or manufacturer of the equipment proposed.

A mandatory Pre-Bid Conference for this procurement will be held on **February 11, 2025, at 11:00 a.m.** (local time) in person or via Microsoft Teams video conference. Contact RS&H Michigan, Inc. at david.joye@rsandh.com for meeting invitation.

Bidders may secure copies of the Contract Documents by contacting RS&H Michigan, Inc. at david.joye@rsandh.com RE: MBS Two-Stage Rotary Plow with Carrier Vehicle to secure a digital copy of the procurement manual.

This procurement will be subject to mandatory federal contract provisions including, **Buy American Compliance**, Foreign Trade Restrictions, Government-wide Debarment and Suspension, and Government-wide Drug-free Workplace. A complete list of the mandatory contracting provisions is included in this procurement manual. Each Bidder is individually responsible for the careful examination of the Federal Contract Provisions, Technical Specification, Contract Forms, and all requirements of this procurement. The failure or omission by any Bidder to do so shall in no way relieve any Bidder from any obligation with respect to its bid. The Commission reserves the following rights: to accept or reject any or all bids; and to award the Contract to the most responsive and responsible Bidder whose bid is determined by the Commission to be in its best interest. Any and all proposals as submitted herein are subject to further negotiation at the option of Commission. No contract or agreement of any kind arising out of this proposal and/or negotiations shall be binding or valid against the Commission, its department, officers, employees, or agents unless such contract or agreement is in writing, has been authorized by the MBS International Airport Commission, and signed by the

MBS INTERNATIONAL AIRPORT COMMISSION

INVITATION TO BID

Commission Chairperson or their designee.

MBS INTERNATIONAL AIRPORT COMMISSION

INSTRUCTIONS TO BIDDERS

I. GENERAL

- A. This project is to be financed by the MBS International Airport Commission (MBS), the Michigan Department of Transportation Office of Aeronautics (AERO), and the Federal Aviation Administration (FAA). Award of Contract is subject to the approval of these agencies, and availability of funding.
- B. Delivery of Equipment. The equipment shall be packed in such a manner as to ensure acceptance and safe delivery to the MBS International Airport. All costs must include delivery charges. Failure to deliver the equipment within 450 days from the date of award of the contract. Failure to deliver the equipment within 450 days will result in the assessment of liquidated damages in the amount of \$100.00 per calendar day.

C. Compliance with Law

1. The Bidder covenants and agrees that they and their agents and employees will comply with all municipal, state, and federal laws, applicable national and local codes, **MBS** 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. **MBS** rules and regulations are available on request. The Bidder is assumed to be familiar with all federal, state, and local laws, ordinances, **MBS** rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

2. Bidder certifies that all material, equipment, etc., contained in their proposal meets all OSHA requirements.

D. General Bond Requirements:

1. The Proposal Guaranty shall be as specified; only the Proposal Bond and Surety's Bond Affidavit as bound within these documents or a Cashier's Check is acceptable. Each separate proposal shall be accompanied by a Cashier's Check or Proposal Bond on the form provided herein in the amount of 5 percent (5%) of the total amount bid, made payable to the **MBS International Airport Commission**. If a Proposal Bond is provided in lieu of a Cashier's Check, it must be accompanied by a valid Power of Attorney indicating that the person signing the bond on behalf of the Surety has full legal authority to do so.

2. The amount of such bond or the check of the Bidder whose proposal is accepted shall be forfeited and paid to the Owner as liquidated damages if said Bidder fails to enter into a Contract with the Owner and to furnish the required executed Contracts, Certificates of Insurance and Performance and Payment Bonds within fifteen (15) calendar days after the date of the Notice of Award and Acceptance of the proposal.

MBS INTERNATIONAL AIRPORT COMMISSION

INSTRUCTIONS TO BIDDERS

3. Contract Payment and Performance Bonds shall be as specified; only the Payment and Performance Bonds and Surety's Bond Affidavit as bound within these Contract Documents are acceptable.

E. Insurance Requirements:

1. Insurance requirements shall be as specified in Special Provisions, Section 2, herein.

II. NONDISCRIMINATION

A. The Equal Employment Opportunity Report Statement, Certification of Nonsegregated Facilities, Equal Opportunity Clause, and all other EEO requirements shall be included in all nonexempt subcontracts entered into by the Contractor. Subcontracts entered into by Contractor shall also include all other applicable labor provisions. No Subcontract shall be awarded to a noncomplying Subcontractor.

B. Affirmative Action: If the Contract is an aviation-related activity as defined in 14 CFR Part 152, and is a Construction Contract of \$10,000.00 or more, Contractor assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake Affirmative Action Programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E to the same effect.

C. In addition, the Bidder will also insert in each of their subcontracts a clause requiring the Subcontractor to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

III. QUALIFICATION OF BIDDERS

A. Qualification of bidders shall be as described in the Proposal Forms herein.

IV. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. DBE Obligation: The DBE goal for this project shall be as described in the Proposal Forms herein. Bidder agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. Bidders shall not discriminate on the basis of race, color, national origin,

MBS INTERNATIONAL AIRPORT COMMISSION

INSTRUCTIONS TO BIDDERS

or sex in the award and performance of contract. Bidder shall comply with all DBE regulations contained in the Mandatory Contract Provisions.

V. INTERPRETATIONS

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

VI. SUBSTITUTIONS

A. The materials, products and equipment described in the Procurement Manual establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

B. No substitution will be considered prior to receipt of bids unless written request for approval has been submitted in the proper format not less than seven (7) days prior to the receipt of bids. The burden of proof of the merit of the proposed substitution is upon the Bidder. The Architect/Engineer's decision of approval or disapproval of a proposed substitution is final.

In making requests for substitutions, the Bidder shall list the particular system, product, or material they wish to substitute, and the justification for such a request. Request submitted shall include any and all adjustments of that and any other work affected thereby.

C. If the Architect/Engineer approves any proposed substitution prior to receipt of bids, such approval will be set forth in an Addenda. Bidders shall not rely on approvals made in any other manner.

D. No substitutions will be considered after the receipt of bids except as specifically provided for in the Contract Documents.

VII. PREPARATION AND SUBMISSION OF PROPOSAL

MBS INTERNATIONAL AIRPORT COMMISSION

INSTRUCTIONS TO BIDDERS

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

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

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

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

<u>Page(s)</u>	<u>Title</u>
P-1 thru P-3	Proposal Form
P-4	Proposal Affidavit
P-5	Proposal Bond (or Cashier's Check)
P-6 thru P-7	Surety's Bond Affidavit
P-8 thru P-9	Non-Collusion Affidavit
P-10 thru P-11	Affidavit of Compliance – Iran Economic Sanctions Act
P-12 thru P-14	Buy America Certification
P-15	Certification of Offer/Bidder Regarding Tax Delinquency and Felony Convictions
P-16 thru P-18	Bidder's Qualifications
P-19 thru 20	Price Form

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

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

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

MBS INTERNATIONAL AIRPORT COMMISSION

INSTRUCTIONS TO BIDDERS

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

I. Each proposal shall indicate the full business name and address of the Bidder and shall be signed by them with their usual signature.

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

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

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

M. The Bidder must supply all information required.

N. The proposal must be accompanied by a Proposal Bond and Surety's Bond Affidavit executed on the forms provided or a Cashier's Check payable to the Owner in an amount equal to not less than five percent (5%) of the bid. If a Bidder withdraws its proposal within **120 days** from the date on which bids are opened, or if a Bidder is awarded the Contract but fails, refuses, or neglects to execute the Contract or to furnish acceptable and required Certificates of Insurance, and Payment and Performance Bonds within 15 days after receipt of written Notice of Award and Acceptance, then the amount of this bond or check shall be paid to, or retained by the Owner as liquidated damages.

END OF SECTION

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

TO: **MBS International Airport Commission**
Administration Office
8500 Garfield Road
Freeland, Michigan 48623

PROJECT: **SNOW REMOVAL EQUIPMENT PROCUREMENT – TWO STAGE ROTARY PLOW WITH CARRIER VEHICLE**

COMMISSION’S REPRESENTATIVE (to be contacted for additional information on this Proposal):

James Canders
(Name)

(989) 695-5555
(Telephone Number)

BIDDER: _____

BIDDER'S ADDRESS: _____

DATE: _____

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

(Name)

(Telephone Number)

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

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

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

_____ (CONTRACTOR)

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

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

ADDENDA

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

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

TAXES

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

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

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

SIGNATURE ACKNOWLEDGES THAT: (Check One)

_____ Bid is in full compliance with the Specifications.

Signature also acknowledges that Bidder has read MBS International Airport Commission’s Purchasing Policies and agrees that the provisions thereof shall apply to this bid.

(CORPORATE SEAL)

ATTEST:

BIDDER:

Signature

Signature

By: _____

By: _____

Title: _____

Title: _____

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

PROPOSAL AFFIDAVIT

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

STATE OF _____)

COUNTY OF _____)

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

Signed: _____

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

My Commission Expires:

Notary Public

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

PROPOSAL GUARANTY

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

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Bidder, _____, as Principal, and firmly bound unto the **MBS International Airport Commission** in the sum of _____ dollars (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

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

Signed this ____ day of _____, 20__.

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

Principal

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

By: _____

Title

(Affix Surety's Corporate Seal)

Surety

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

SURETY'S BOND AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

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

To the **MBS International Airport Commission** covering the purchase of Snow Removal Equipment (Two-Stage Rotary Plow with Carrier Vehicle).

Said _____ Further certifies that the premium on the said bond is \$ _____ which will be paid in full directly to the Surety or to him as agent or attorney-in-fact, and included in his/her regular commission as agent or attorney-in-fact, for the execution of said bond and that his/her commission will not be divided with anyone except to _____

who is a duly authorized insurance agent properly licensed under the laws of the State of Michigan.

COUNTERSIGNED:

_____	_____
Michigan Resident Agent	SURETY
_____	_____
	Attorney-in-fact

_____ Acknowledgement for Attorney-in-fact

Address of Resident Agent

_____ Sworn to and subscribed before me

_____ This ___ day of _____ 20__.

Address of Bond Company

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

Phone Number

Notary Public, State of _____

Fax Number

My Commission Expires: _____

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

NON-COLLUSION AFFIDAVIT

STATE OF MICHIGAN

COUNTY OF SAGINAW

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

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

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

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

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

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

(Signature)

(Title)

Subscribed and Sworn to before me of this ____ day of _____ 20__

(Notary's Signature)

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

(Notary's Stamped or Printed Name)

Notary Public, in and for _____

County: _____

My commission expires: _____

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

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

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

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

CONTRACTOR:

Name of Contractor

By: _____

Its: _____

Date: _____

STATE OF: _____ }

ss.

COUNTY OF _____ }

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

by _____.

Notary Public

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

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

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

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

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

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

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

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

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

Required Documentation

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

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

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

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

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

Order 14005, indicates that no domestic source exists for the project and/or component;

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

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

Date

Signature

Company Name

Title

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

CERTIFICATION OF OFFER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

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

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

BIDDER'S QUALIFICATIONS

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

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

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

Describe how you meet this minimum qualification:

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

Company (that purchased equipment): _____

Client Name: _____ Title: _____

Client Contact: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

Company (that purchased equipment): _____

Client Name: _____ Title: _____

Client Contact: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

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

Describe how you meet this minimum qualification:

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

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

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

3. References

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

Reference 1

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Reference 2

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

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	

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

PRICE FORM

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

No.	Description	Qty.	Unit of Meas.	Unit Price	Extended Price
BASE BID					
1	Snow Removal Equipment – Two-Stage Rotary Plow with Carrier Vehicle	1	EACH	\$	\$
ADD ALTERNATE BID OPTIONS					
A1	Diagnostic Monitoring Equipment	1	LSUM	\$	\$
A2	Rear View Camera	1	LSUM	\$	\$
A3	Heated Rear View Mirrors	1	LSUM	\$	\$
A4	Vehicle Lighting LED Upgrade	1	LSUM	\$	\$
A5	Communications Equipment	1	LSUM	\$	\$
A6	Rotating Discharge Chute	1	LSUM	\$	\$

MBS INTERNATIONAL AIRPORT COMMISSION

PROPOSAL FORMS

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

Year of Vehicle: _____

Manufacturer of Vehicle: _____

Model No. of Vehicle: _____

Gross Vehicle Weight: _____ Height: _____ Width: _____

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

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

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

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

Manufacturer of Transmission & Model No.: _____

Manufacturer of Transfer Case & Model No.: _____

Tire Designation: Front _____ Back: _____

Alternator Electrical Output: _____ 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.

Two-Stage Rotary Plow Manufacturer and Model No.: _____

WARRANTY – Years/Months/Miles/Hours

Vehicle Engine: _____

Implement Engine: _____

Transmission: _____

Chassis w/electrical: _____

Front Axle(s): _____

Rear Axle(s): _____

Two-Stage Rotary Plow w/hydraulics: _____

MBS INTERNATIONAL AIRPORT COMMISSION

EQUIPMENT PURCHASE AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____ 2025, by and between

MBS International Airport Commission

hereinafter referred to as the "OWNER" and _____ hereinafter referred to as the "VENDOR," witnesseth:

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

Snow Removal Equipment (Two-Stage Rotary Plow with Carrier Vehicle)

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

MBS INTERNATIONAL AIRPORT COMMISSION

EQUIPMENT PURCHASE AGREEMENT

or property. Vendor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing Vendor's compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Vendor shall immediately submit proof of compliance with the changed limits.

Additionally, the Vendor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Vendor shall require the subcontractor provide Workers Compensation Insurance for himself and any/all the latter's employees. Proof of insurance must be provided to Owner prior to the start of work. Proof of all insurance shall be submitted to the MBS International Airport Commission.

3. Independent Vendor: In all matters pertaining to this agreement, Vendor shall be acting as an independent contractor, and neither Vendor, nor any officer, employee or agent of Vendor will be deemed an employee of the MBS International Airport Commission. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.
4. Compensation: For performing the services specified in herein, Owner agrees to reimburse Vendor according to the attached bid specification. Payment will not include any sub- contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Board approval.
5. Method of Payment: Vendor will invoice the MBS International Airport Commission for all current amounts earned under this Agreement. Owner will forward all invoices to MDOT for payment within forty-five (45) days after receipt.
6. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

MBS INTERNATIONAL AIRPORT COMMISSION

EQUIPMENT PURCHASE AGREEMENT

7. Force Majeure: Any delays in or failure of performance by Vendor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Vendor, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Vendor. In the event that any event of force majeure as herein defined occurs, Vendor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.
8. Assignment: It is expressly agreed and understood by the parties hereto, that Vendor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.
9. Discrimination Prohibited: In performing the Services required herein, the VENDOR, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or physical disability or any other class of individuals protected by law. It is the Vendor's responsibility to ensure that the sub-contractor is in compliance with this section.

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

10. Reports and Information: At such times and in such forms as the Owner may require, there shall be furnished to the Owner such statements, records, reports, data and information as the Owner may request pertaining to matters covered by this Agreement.

MBS INTERNATIONAL AIRPORT COMMISSION

EQUIPMENT PURCHASE AGREEMENT

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

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

MBS INTERNATIONAL AIRPORT COMMISSION

EQUIPMENT PURCHASE AGREEMENT

15. Termination for Convenience: The Owner may terminate this Agreement at any time by giving at least fifteen (15) days of notice in writing to the Vendor. If the Agreement is terminated by the Owner as provided herein, Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Vendor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Vendor, Section 15 hereof relative to termination shall apply.
16. Vendor to Pay or Secure Taxes: The Vendor in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Vendor's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, Owner may withhold from any payment due the vendor hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Vendor is liable.
17. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
18. Non-Appropriation: Should funding become not available, due to lack of appropriation or lack/denial of FAA AIP funding, the Owner may terminate this agreement upon 15 (fifteen) days of notice.
19. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. No term

MBS INTERNATIONAL AIRPORT COMMISSION

EQUIPMENT PURCHASE AGREEMENT

contained herein can be changed except upon the mutual written agreement of the parties.

20. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Michigan.
21. Approval Required: This Agreement shall not become effective or binding until signed by the MBS International Airport Commission.
22. Acceptance and Final Payment: Upon receipt of notice that the material and/or equipment is ready for final acceptance and inspection, the Owner's representative will make such inspection and when he finds the work acceptable and the contract fully performed he will have the Vendor issue a final payment request.

MBS INTERNATIONAL AIRPORT COMMISSION

EQUIPMENT PURCHASE AGREEMENT

WITNESS OUR HANDS, this _____ day of _____, 2025 .

FOR THE OWNER:

MBS INTERNATIONAL AIRPORT
COMMISSION

FOR THE CONTRACTOR:

_____(Seal)
(Company Name)

By: _____
(Signature)

By: _____
(Signature)

(Name) (Title)

(Name) (Title)

ATTEST

By: _____
(Signature)

By: _____
(Signature)

(Name) (Title)

(Name) (Title)

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

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

END OF AGREEMENT

MBS INTERNATIONAL AIRPORT COMMISSION

MANDATORY CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

ACCESS TO RECORDS AND REPORTS

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

A2 BREACH OF CONTRACT TERMS

BREACH OF CONTRACT TERMS

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

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

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

MBS INTERNATIONAL AIRPORT COMMISSION

MANDATORY CONTRACT PROVISIONS

A3 BUY AMERICAN PREFERENCE

FAA BUY AMERICAN PREFERENCE

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

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

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

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

MBS INTERNATIONAL AIRPORT COMMISSION

MANDATORY CONTRACT PROVISIONS

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

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

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

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

MBS INTERNATIONAL AIRPORT COMMISSION

MANDATORY CONTRACT PROVISIONS

- f) 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.
- g) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- h) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

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

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

- c) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- d) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in

MBS INTERNATIONAL AIRPORT COMMISSION

MANDATORY CONTRACT PROVISIONS

Executive Order 14005, indicates that no domestic source exists for the project and/or component;

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

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

_____	_____
Date	Signature
_____	_____
Company Name	Title

A4 CIVIL RIGHTS - GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

MBS INTERNATIONAL AIRPORT COMMISSION

MANDATORY CONTRACT PROVISIONS

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

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities,

MBS INTERNATIONAL AIRPORT COMMISSION

MANDATORY CONTRACT PROVISIONS

including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6 CLEAN AIR AND WATER POLLUTION CONTROL

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

MBS INTERNATIONAL AIRPORT COMMISSION

MANDATORY CONTRACT PROVISIONS

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

A7 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A8 DISTRACTED DRIVING

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

MBS INTERNATIONAL AIRPORT COMMISSION

MANDATORY CONTRACT PROVISIONS

A9 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

A10 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, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

A11 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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.

MBS INTERNATIONAL AIRPORT COMMISSION

MANDATORY CONTRACT PROVISIONS

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

A12 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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A13 PROCUREMENT OF RECOVERED MATERIALS

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

MBS INTERNATIONAL AIRPORT COMMISSION

MANDATORY CONTRACT PROVISIONS

- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A14 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

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

MBS INTERNATIONAL AIRPORT COMMISSION

MANDATORY CONTRACT PROVISIONS

A15 TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

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

Owner agrees to pay Contractor for:

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

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

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

TERMINATION FOR CAUSE (EQUIPMENT)

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

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

MBS INTERNATIONAL AIRPORT COMMISSION

MANDATORY CONTRACT PROVISIONS

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

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

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

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

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

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

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

A16 TRADE RESTRICTION CERTIFICATION

TRADE RESTRICTION CERTIFICATION

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

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

MBS INTERNATIONAL AIRPORT COMMISSION

MANDATORY CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MBS INTERNATIONAL AIRPORT COMMISSION

MANDATORY CONTRACT PROVISIONS

A17 VETERAN'S PREFERENCE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A18 DOMESTIC PREFERENCES FOR PROCUREMENTS

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

MBS INTERNATIONAL AIRPORT COMMISSION

TECHNICAL REQUIREMENTS

SNOW REMOVAL EQUIPMENT (TWO-STAGE ROTARY PLOW WITH CARRIER VEHICLE)

PART 1 - GENERAL

This specification is the basis for procurement of a heavy-duty Two-Stage Rotary Plow with carrier vehicle intended for removing snow from airport operational areas, including runways, taxiways and apron areas.

1. SYSTEM DESCRIPTION.

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

2. BID SUBMITTALS.

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

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

3. SHOP DRAWINGS AND PRODUCTION SCHEDULE.

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

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

MBS INTERNATIONAL AIRPORT COMMISSION

TECHNICAL REQUIREMENTS

4. OPERATIONAL STANDARDS AND TESTING.

Each Bidder shall certify that the equipment offered complies with the performance requirements of this specification. Each Bidder shall submit the certification with the bid. Equipment testing shall be conducted on standard production models.

5. DELIVERY.

A. Preparation for Delivery:

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

B. Field Testing, Startup and Operations and Maintenance Training. A qualified field service technician or manufacturer's representative shall be present within 24 hours of delivery of the equipment to Owner to provide commissioning, startup, and field testing of the equipment at the Airport to verify operation and performance in conformance with the specifications and intended use. The factory qualified representative shall provide training for at least 11 employees. Training shall include 12 hours for operators and an additional 12 hours of mechanics training.

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

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

1. Operator's Manual with lubrication chart. Operator's Manual shall be a printed document.
2. Maintenance and Service Manual. All applicable service manuals, to include service and repair manuals for all assemblies and subassemblies such as power plant, drive system, hydraulic system, etc. Maintenance and Service Manual shall be a printed document.

MBS INTERNATIONAL AIRPORT COMMISSION

TECHNICAL REQUIREMENTS

3. Parts Manual. All parts not originally fabricated by the manufacturer of the carrier vehicle shall be cross-referenced by the original manufacturer's name and number as well as the supplier's number.
4. Provide electronic media for Manuals on USB flash drive.
5. Internet Access. Provide Internet access to parts manuals.
6. Electrical schematics. Electrical schematics shall be provided in both hard copy and electronic format.
7. Operator Video. Provide a video for operator training of all features of the unit.

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

6. WARRANTY.

The snow removal equipment and attachments shall be warranted against defective materials, workmanship and performance deficiencies for a minimum period of 24 months or 2000 hours, whichever occurs first. The successful Bidder shall be responsible for warranty work on all equipment and components, including attachments and non-factory parts. Provide point of contact name and telephone number for warranty service and parts that is available 24 hours per day, 7 days per week, 365 days per year. Bidder shall submit complete warranty information with the bid.

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

- a) Duration of warranty period of vehicle, engine, transmission etc.
- b) Warranty procedure

MBS INTERNATIONAL AIRPORT COMMISSION

TECHNICAL REQUIREMENTS

- c) Disclaimers
- d) All component manufacturer warranties, which exceed the two (2) year basic vehicle warranty, shall also be included in the bid.

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

Vendor shall arrange at their expense for a manufacture factory authorized service representative to perform a complete service inspection per vehicle at the Authority's facility, at 11 and 23 months after final vehicle acceptance has occurred. The Owner reserves the right to request the Vendor to complete similar inspections prior to the expiration of any extended warranties. The Owner shall receive a copy of evaluation within ten (10) days of inspection and the Vendor will conduct any corrective action in a timely and professional manner in accordance with the stated guarantee and warranty.

PART 2 - INTENT

The Special Purpose Vehicle must be designed for one-person operation during snow removal operations on ramps, taxiways and runways. The design of these units shall ensure positive tire-to-ground tractive effort while performing snow removal operations.

PART 3 - TECHNICAL REQUIREMENTS

1. GENERAL DESCRIPTION.

The Two-Stage Rotary Plow with carrier vehicle must be in accordance with SAE ARP 5539, Two-Stage Rotary Plow with Carrier Vehicle. The carrier vehicle must be in accordance with SAE ARP 5539 Section 4.6b. Additionally Federal AIP/PFC specification requirement for SAE ARP5539 is that for carrier vehicle controllability and safety, all-wheel drive must be provided. The Two-Stage Rotary Plow and carrier vehicle must also meet the minimum requirements as outlined in this specification.

2. MINIMUM PERFORMANCE & EQUIPMENT REQUIREMENTS.

- A. Anticipated Uses.** One-person operation for removing snow from ramps, taxiways, and runways.

MBS INTERNATIONAL AIRPORT COMMISSION

TECHNICAL REQUIREMENTS

- B. Minimum Snow Blowing Capacity.** Class 6, 5,000+ tons per hour or more.
- C. Minimum Casting Distance.** Minimum casting distance of 100-feet.
- D. Required Speed of Operation.** The Two-Stage Rotary Plow with carrier vehicle must perform at its maximum Capacity Rating while operating at a forward speed of at least 25 mph.
- E. Steering Mechanism.** Carrier vehicle must include all wheel steer and be capable of front wheel steer, rear steer, crab steer, and coordinated steer.
- F. Tires/Fenders.** Tires must be sized per manufacturer standard specifications and designed for use in snow/ice conditions. Both front and rear wheel fenders must be full width with mud flaps.
- G. Cab.** Cab must be fully enclosed accommodating a single operator plus assistant/trainee (full cab) and be both air conditioned and heated. Cab must also include a minimum one (1) interior LED light.
- H. Electrical.** The electrical system must be a 12-volt system with 4–12-volt maintenance free batteries.

PART 4 – ADDITIONAL EQUIPMENT

- A. Standard Equipment.** In addition to supplying a vehicle meeting the minimum requirements described in Part 3 of this specification, the following equipment is standard and must be included in the base bid price. All additional equipment shall be installed and operational upon delivery.
 - 1) Specialized tools – not to include computers and electronic diagnostic machines.
 - 2) Plug-in (weatherproof) engine block heater.
 - 3) Deluge System – for side windows, windshield, and rear-view mirror with 20 gallon minimum capacity and easy accessible fill.
 - 4) Heated windshield and heated windshield wipers.
 - 5) Heated side window wipers.
 - 6) Spare Parts:
 - a. One (1) spare rim and tire
 - b. One (1) spare cutting edge

MBS INTERNATIONAL AIRPORT COMMISSION

TECHNICAL REQUIREMENTS

- c. One (1) set of carbide shoes
 - d. One (1) caster assembly, complete
- 7) Communications Equipment – Wiring for cab-mounted radio with roof top antenna and mounted external speaker.
- 8) Vehicle Safety – In addition to wiring, provide and install a revolving/flashing yellow (amber) beacon mounted on top of vehicle and a reverse alarm that is both audible and switchable. Beacon shall meet the minimum requirements listed in FAA AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*. Additionally, vendor to supply and install one (1) in-vehicle fire extinguisher.
- 9) Exterior – minimum 8" reflective stripe, letters and numbering.
- 10) External Work Lighting – A minimum four (4) heavy-duty external work lights (two (2) facing front, two (2) facing rear) provided by Vendor; wired, installed, and operational at time of delivery. Lights shall be dustproof, waterproof, temperature and weather resistant, and have a minimum lifetime of 30,000 hours. Lights shall produce a minimum 1,500 lumens.

B. Add Alternate Equipment. The following are additional equipment that will be bid as separate add alternates. Vendor shall provide bids for the following:

- 1) Diagnostic software/equipment for monitoring systems and faults. This item shall include one (1) Surface Pro 10 for Business – Platinum computer with for following minimum specifications; Intel® Core™ Ultra 7 Process 165U, WiFi, 16GB RAM, 256GB SSD, and one (1) Surface Pro Keyboard with Slim Pend for Business – Platinum accessory.
- 2) Color rear-view camera and monitor system consisting of a monitor (minimum 6-inch) in the cab and a camera at the rear of the unit facing the rear. It shall be operator selectable on / off. It shall automatically turn on when chassis is shifted into reverse. A flood light at rear shall also be supplied which automatically turns on with the camera. Shielding shall also be supplied to prevent snow build-up on the camera.
- 3) Heated outside rear-view mirrors, both sides, operational upon delivery.
- 4) All exterior vehicle lights upgraded to heavy-duty, LED lights. Such lights include but not limited to: headlights, turn signals, brake lights, taillights, work lights, etc.

MBS INTERNATIONAL AIRPORT COMMISSION

TECHNICAL REQUIREMENTS

- 5) Communications Equipment – Provide and install one ICOM Mobile A120 VHF Air band transceiver mounted in the cab with roof top antenna and mounted external speaker. Also provide one (1) 800MHz Motorola APX N30 portable radio with a spare battery and charger.
- 6) Rotating Discharge Shoot: Allows for directional placement of discharged snow.

PART 5 - METHOD OF MEASUREMENT

BASE BID

1. TWO-STAGE ROTARY PLOW WITH CARRIER VEHICLE

Two-Stage Rotary Plow with carrier vehicle shall be measured per lump sum for a fully functional Two-Stage Rotary Plow with carrier vehicle for airfield snow removal as identified in the Bid Schedule.

ADD ALTERNATE BID OPTIONS

A1 DIAGNOSTIC MONITORING EQUIPMENT

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

A2 REAR VIEW CAMERA

Rear view camera will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternate Equipment item 2), installed and operational upon delivery.

A3 HEATED REAR VIEW MIRRORS

Heated rear view mirrors will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternate Equipment item 3), operational upon delivery.

A4 VEHICLE LIGHTING LED UPGRADE

Vehicle lighting LED upgrade will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternate Equipment item 4), installed and operational upon delivery.

MBS INTERNATIONAL AIRPORT COMMISSION

TECHNICAL REQUIREMENTS

A5 COMMUNICATIONS EQUIPMENT

The Communications Equipment will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternate Equipment item 5).

A6 ROTATING DISCHARGE CHUTE

The Rotating Discharge Chute will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternate Equipment item 6).

PART 6 - BASIS OF PAYMENT

BASE BID

1. SNOW REMOVAL EQUIPMENT (TWO-STAGE ROTARY PLOW WITH CARRIER VEHICLE)

The Vendor shall be paid the unit price for the Two-Stage Rotary Plow with carrier vehicle for airfield snow removal delivered to MBS International Airport in Freeland, Michigan. Payment shall include costs for all expenses, including labor, travel, mileage, deliverables, tools, materials, equipment, supplies, training, equipment delivery, shipping, etc. necessary to provide equipment detailed in this specification with the Minimum Performance Requirements and all options detailed in Base Bid Selections.

Payment will be made as follows:

- A. Progress Payment Number 1. The first Application for Payment will be submitted after delivery of the equipment has been accepted by Owner and will be accompanied by a bill of sale and other documentation satisfactory to Owner warranting that Owner has received the equipment free and clear of all liens, charges, security interests and encumbrances and Field Testing and Startup Services have been completed and accepted by Owner and Operations and Maintenance Manuals have been delivered to Owner. Such documentation shall include releases and waivers from all parties who, during Vendor's performance under the Procurement Documents, might have obtained or filed any such lien, charge, security or encumbrance. In the case of multiple deliveries of equipment, additional Applications for Payment will be submitted as Owner accepts delivery of additional items of the equipment. For Progress Payment Number 1, Owner shall pay to Vendor an amount equal to 95% of the Contract Price. Vendor may make application for Progress Payment Number 2 or Final Payment after completion of the initial 60-day operational period.

MBS INTERNATIONAL AIRPORT COMMISSION

TECHNICAL REQUIREMENTS

- B. Final Payment. Vendor may make application for Progress Payment Number 2 or Final Payment after completion of the initial 60-day operational period. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall, within 60 days after receipt thereof, pay Vendor the amount due less any sum Owner is entitled to set off, including but not limited to liquidated damages to which Owner is entitled.

ADD ALTERNATE BID OPTIONS

A1 DIAGNOSTIC MONITORING EQUIPMENT

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

A2 REAR VIEW CAMERA

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

A3 HEATED REAER VIEW MIRRORS

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

A4 VEHICLE LIGHTING LED UPGRADE

The vender shall be paid one lump sum to provide all necessary equipment to upgrade vehicle lights to LED's as described in add alternate equipment paragraph above.

A5 COMMUNICATIONS EQUIPMENT

The vender shall be paid one lump sum to provide communications equipment as described in add alternate equipment paragraph above.

A6 ROTATING DISCHARGE CHUTE

The vender shall be paid one lump sum to provide communications equipment as described in add alternate equipment paragraph above.

END SECTION