
Springfield Airport Authority

Acquire New Airport Runway Broom

Request For Proposals

May 10, 2022

This document serves as 1) the method for submitting a proposal on the project shown above for which this Request For Proposals is being issued, and 2) the contract between the Authority and the successful proposer in the event the proposer's bid is selected which is evidenced by the Authority executing page 10 and issuing a Notice To Proceed.

1. Sealed Proposal. The undersigned (hereafter referred to as "Contractor") submits a proposal to the Springfield Airport Authority (hereafter referred to as "Authority") in a sealed envelope which is clearly marked "Acquire New Airport Runway Broom PROPOSAL – DO NOT OPEN", to perform all work necessary to comply with the specifications and conditions contained herein.
2. Brief description of project. The Authority is soliciting bids for one (1) new runway broom.
3. Specifications. General Conditions and Technical Specifications attached as Exhibit A.
4. Required Federal Provisions. This project is being funded in a Federal Aviation Administration (FAA) grant. The Attached REQUIRED FEDERAL PROVISIONS included with this RFP are made a part of the RFP and are included as Exhibit B. Please take note of the *Required Federal Contract Provisions* as the bidder must comply with the applicable provisions when bidding on this Airport Runway Broom.

IN THE REQUIRED FEDERAL PROVISIONS THE CERTIFICATE OF BUY AMERICAN COMPLIANCE MUST BE MARKED ON PAGE 10 AND SIGNED ON PAGE 11 INDICATING ABILITY TO MEET EITHER TYPE 3 OR TYPE 4 WAIVER TO MEET BUY AMERICAN REQUIREMENT. IF PAGE 10 IS NOT MARKED AND PAGE 11 IS NOT SIGNED, THIS RFP WILL BE INCOMPLETE AND DEEMED UNRESPONSIVE.
5. Completion Date. All work required herein needs to be completed within 365 calendar days from the day the Authority issues the written Notice To Proceed. The Authority will consider alternate proposals which include a later date for completion but will give such proposals serious consideration only if the dollar amount of the proposal is advantageous enough for the Authority to accept such a later completion date. There will be a penalty of \$50 dollars for each calendar

day the work is not completed by the Contractor to the satisfaction of the Authority after the aforementioned 365 calendar days after the Notice To Proceed date. If however, conditions related to a pandemic, or supply chain type of material shortages outside of the bidders control occur, let the SAA know at the earliest opportunity for considerations for completion date extension. Proposers shall hold their proposals good for 120 days.

6. Satisfactory Progress Not Being Made. The Authority reserves the right to cancel a contract with the Contractor if, in its sole discretion, the Authority believes that satisfactory progress is not being made toward the agreed upon completion date. In this event, the Authority will pay the Contractor for the value, in the Authority's sole opinion, of the relevant work performed to the date of termination of the contract.
7. Familiarization With Conditions. The Contractor declares that he has carefully reviewed the specifications listed in Exhibit A, and that he has familiarized himself with all of the conditions affecting the scope of work and understands that in making this submission, he waives all rights to plead any misunderstanding regarding same.
8. No Collusion. The Contractor certifies that the price(s) in this proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other contractor or competitor; and unless otherwise required by law, the price(s) which have been quoted in this proposal have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to the opening, directly or indirectly, to any other contractor or any competitor; and no attempt has been or will be made by the Contractor to induce any other persons, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. The Contractor will not, under penalty of law and immediate disqualification of the proposal, offer or give any gratuities, favors or anything of monetary value to an employee, officer or agent of the Authority for the purpose of influencing favorable disposition toward a submitted bid prior to or subsequent to the award of this contract.
9. Hold Harmless. The successful Contractor will indemnify, keep and save harmless the Authority and any of the agents, officials or employees of the Authority against all suits or claims that may be based on all alleged death or injury to persons or damages to property that might occur, or that might have been alleged to have occurred in the course of the performance of this contract by the undersigned or his employees, and the undersigned shall, at his own expense, defend any and all such actions and shall, at his own expense, pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith and if any judgment shall be rendered against the Authority in such action the undersigned shall, at his own expense, satisfy and discharge the same.

10. Insurance.

- a) The successful Contractor agrees to provide evidence of combined bodily injury and property damage insurance coverage in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate, with the Authority named as additional insured.
- b) The successful Contractor shall furnish, if applicable, evidence of Workers' Compensation coverage in the amount required by statute.
- c) a) and b) of this Section are to be in the form of a certificate of insurance acceptable to the Authority.

11. Bid Bond, Performance Bond, Payment Bond. Each proposal must be accompanied by a Bid Bond in the amount of ten percent (10%) of the total amount of proposal. The successful proposer will be required to furnish separate performance and payment bonds each in the amount equal to one hundred percent (100%) of the contract price within five (10) days of the time the RFP is accepted. The successful contractor further agrees that if he/she does not comply with the terms of the contract, the bid bond will be forfeited and become the property of the Authority and the contract will be terminated.

12. Not Required With Proposal. The certificate of insurance required by Section 10 and the Performance and Payment Bonds required by Section 11, while not required to accompany this proposal, must be submitted to the Authority not more than ten working days after the Authority signs and provides to the successful Contractor page 10 indicating that the Contractor's proposal has been accepted. If the information is not provided within ten days, the Authority reserves the right to terminate the contract.

13. Payments. The Authority anticipates the contractor will submit one (1) invoice for payment upon delivery of the runway broom and completion of all post-delivery training, completion of all documentation and delivery of manuals.

14. Non Discrimination. In accordance with federal regulations, the successful Contractor will:

- a) Comply with regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of these instructions.

- b) With regard to the work performed during the contract, not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The successful Contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c) In all solicitations either by competitive bidding or negotiation made by the successful Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful Contractor of the successful Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d) Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a successful Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the successful Contractor shall so certify to the Authority, and shall set forth what efforts it has made to obtain the information.
- e) In the event of the successful Contractor's noncompliance with the nondiscrimination provisions of this contract, the Authority will impose such contract sanctions as it deems to be appropriate including, but not limited to:
 - 1. withholding of payments to the successful Contractor under the contract until the successful Contractor complies, and /or
 - 2. cancellation, termination, or suspension of the contract, in whole or in part.

15. Affirmative Action. In accordance with federal regulations, the successful 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 any employment activities covered in 14 CFR Part 152, Subpart E. The successful Contractor assures that no person shall be excluded on these grounds from participating or receiving the services or benefits of any programs or activity covered by the Subpart. Further, the successful Contractor agrees that it will require that its covered suborganizations provide assurance to the Authority 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, as to the same effect.

16. Bribery/Bid Rigging/Rotating. The Contractor agrees that it is not barred from submitting a proposal on this contract as a result of a violation of the Illinois Compiled Statutes, 720 ILCS 5/33E-3 and 5/33E-4, having to do with bribery/bid rigging/bid rotating.
17. Authority's Best Interest. The Authority is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Authority and the general public. The Authority reserves the right to accept a proposal, to reject any or all proposals, to modify or amend with the consent of the Contractor any proposal prior to acceptance, to waive irregularities, and to effect any agreement otherwise, all as the Authority in its sole judgment may deem to be in the Authority's best interest.
18. Basis of Award. It is the intent of the Authority to award a contract to the lowest responsible bidder meeting specifications. Further, the Authority reserves the right to determine the lowest responsible bidder in any way determined to be in the best interests of the Authority. Award will be based on the following factors (where applicable):
 - (a) adherence to all conditions and requirements of the bid specifications;
 - (b) price;
 - (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities;
 - (d) delivery or completion date;
 - (e) product appearance, historical and guaranteed workmanship, finish, overall quality, and results of product testing;
 - (f) maintenance costs and warranty provisions; and
 - (g) repurchase or residual value.
19. Deviations. All deviations from the requirements of the Request for Bids must be noted on this Deviation Form. In the absence of any entry on this form, the prospective Bidder assures Authority of their full agreement and compliance with the Specifications, Terms and Conditions herein. Each proposal submitted in response to this Request for Bids shall contain a copy of this Deviation Form, which states the prospective bidder's commitment to the provisions in the Specifications. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in the Specifications must be expressly stated in the Deviation Form in Exhibit C.
20. Bid Informalities and Irregularities
 - a)The Authority reserves the right to waive any informality or irregularity

discovered in any proposal, which in the Authority's judgment best serves the Authority's interest. In the event of a discrepancy between the written and numeral values, the written value shall take precedence.

b) Irregular Proposals. Proposals meeting the following criteria are subject to consideration as being irregular:

- a) If the proposal is on a form other than that furnished by the Authority.
- b) If the form furnished by the Authority or Authority's representative is altered from the original document.
- c) If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- d) If the proposal does not contain a price for item listed in the proposal.
- e) If the proposal is not accompanied by the proposal attachments specified herein.
- f) If the proposal is not accompanied by the bid guarantee specified herein.

c) Disqualification of Bid Proposals. The Authority reserves the right to reject any or all bids, as determined to be in the best interest of the Authority. Causes for rejection of proposals included but are not limited to:

- a) Submittal of an irregular proposal;
- b) Submittal of more than one proposal for the same piece of equipment from the same partnership, firm or corporation;
- c) Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- d) Failure by the Bidder to furnish satisfactory bid guarantee;
- e) Failure by Bidder to provide all information required of the bid forms;
- f) Failure by Bidder to comply with the requirements of bid instructions;
- g) Determination by the Authority that Bidder is not qualified to accomplish the project work;
- h) Determination by the Authority that the Bidder has placed conditions on or qualified their proposal;
- i) Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
- j) Inclusion of the Bidder on the "Excluded Parties Listing System" as maintained and published by the General Services Administration;
- k) Evidence of collusion among bidders.

21. References

To allow the Authority to evaluate the experience of the Contractor, as it relates to this purchase, the Contractor must submit a minimum of five (5) references of organizations that have purchased similar items. Failure to include references may result in bid disqualification. References must be submitted on the Bid Form in Exhibit C.

22. Disqualification of Bid Proposals. The Authority reserves the right to reject any or all bids, as determined to be in the best interest of the Authority. Causes for rejection of proposals included but are not limited to:

- a) Submittal of an irregular proposal;
- b) Submittal of more than one proposal for the same piece of equipment from the same partnership, firm or corporation;
- c) Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- d) Failure by the Bidder to furnish satisfactory bid guarantee;
- e) Failure by Bidder to provide all information required of the bid forms;
- f) Failure by Bidder to comply with the requirements of bid instructions;
- g) Determination by the Authority that Bidder is not qualified to accomplish the project work;
- h) Determination by the Authority that the Bidder has placed conditions on or qualified their proposal;
- i) Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
- j) Inclusion of the Bidder on the "Excluded Parties Listing System" as maintained and published by the General Services Administration;
- k) Evidence of collusion among bidders.

23. Compliance with Rules. The successful Contractor agrees to comply with all federal, state and local rules, regulations and laws applicable to this project. The Airport Authority reserves the right to request the successful Contractor provide a current W-9 Request for Taxpayer Identification and Certification to the Authority prior to payment being made to said Contractor. The contractor shall show their authority and qualification to do business in the State of Illinois and evidence of authority to execute their bid.

24. Proposal Is Contract If Accepted. In the event this proposal is accepted and signed by the Authority on page 10, it shall constitute a contract between the parties hereto, but such contract shall not be assigned or transferred without the written consent of the Authority, which consent or denial is at the sole discretion of the Authority.

25. Pre-proposal Meeting and Site Visit. There will not be any formal scheduled pre proposal meeting or site visit. See the specifications in Exhibit A.
26. Verbal Not Valid. Nothing indicated verbally by the Authority either before or up to the RFP opening will contradict or override anything in this document. If a Contractor feels he/she has been told anything that is inconsistent with the information contained herein, it will not be considered valid unless and until confirmation is received in writing (via email) to the Authority. If appropriate, the question and response will be provided to all Contractors.
27. Questions. Questions should be addressed to the Authority via email to Roger Blickensderfer at Blickensderfer@flyspi.com. Responses will be made, as appropriate, either to only the questioner or to any party the Authority is aware has or subsequently does receive the Request For Proposals. Only questions asked in this manner will be responded to.
- 28. Proposals Due. Proposals are due in the Authority's office by 3:00 p.m. on Friday, June 3, 2022, at which time they will be publicly opened and read. Proposals must be submitted in an envelope clearly marked "Acquire New Airport Runway Broom-Do Not Open".**
- Proposals should be mailed to Springfield Airport Authority, 1200 Capital Airport Drive, Springfield, IL 62707 or delivered in person to the Springfield Airport Authority offices on the second floor of the Terminal Building (by Door D) at 1200 Capital Airport Drive, Springfield, IL. Faxes, email, and text messages are not permitted.**

ATTACHMENTS:

Exhibit A - General Conditions and Technical Specifications

Exhibit B - Required Federal Provisions

Exhibit C - Deviation Form; References; Exceptions to Bid Conditions and Specifications Form

Exhibit D - Attachments to this Bid Form

Mark E. Hanna, A.A.E.
Executive Director
Springfield Airport Authority

Acquire New Runway Broom

Return To:

**Springfield Airport Authority
Attn: Roger Blickensderfer
1200 Capital Airport Drive
Springfield, IL 62707**

By No Later Than 3:00 p.m. Friday, June 3, 2022. Have the envelope marked

“SEALED PROPOSAL -- Acquire New Runway Broom - DO NOT OPEN”

Acknowledgement of Addenda (If applicable) _____

I PROPOSE AN AMOUNT OF \$_____ FOR ONE (1) _____ (MODEL) AIRPORT RUNWAY BROOM SUBJECT TO THE FOLLOWING VARIANCES TO THE SPECIFICATIONS AND CONDITIONS LISTED IN THE RFP ABOVE. (Use Deviation Form and Exceptions to Bid Conditions and Specifications forms found in Exhibit C.)

THE PROJECT WILL BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE DATE THE AUTHORITY SIGNS PAGE 10. SEE SECTION 5 FOR ADDITIONAL INFORMATION.

COMPLETION OF THE FOLLOWING IS OPTIONAL: As indicated in the second sentence of Section 5 above, the Authority is willing to consider a greater number of days than the 365 listed for completion of the contract in return for a lower proposal than that shown on this page. If the Contractor wishes to submit such a proposal, complete the following:

Optional - Alternate proposal in addition to the above: \$_____. Calendar days to complete project after the date the Authority signs the contract on page 10: _____.
Variances to the conditions listed above are:

Authorized Signature

Company Name

Address

Print Name

Phone Number

Date

THE FOLLOWING IS TO BE COMPLETED BY
THE SPRINGFIELD AIRPORT AUTHORITY

CONTRACTOR:

PROPOSAL ACCEPTED:

The proposal of _____ for the project with the title Acquire New Runway Broom as described in pages 1 through 10 and Exhibits A, B, C and D and with the following exceptions and conditions is accepted

The Authority's signing of this page indicates a contract exists consisting of all pages (pages 1 through 10 plus Exhibits A, B, C and D) of this document between _____ (the Contractor) and the Springfield Airport Authority.

Springfield Airport Authority

Mark E. Hanna, A.A.E.
Executive Director
Springfield Airport Authority

Date

General Terms and Conditions

1. SUBSTITUTIONS

Equipment specifically mentioned by name is used to establish the minimum standards of quality and performance.

Equipment not herein mentioned but possessing the same degree of quality or greater and capable of producing the same results as those specified, will be considered.

2. VARIATIONS FROM SPECIFICATIONS

The bidder shall list on a separate sheet of paper any variations or exceptions to the conditions and specifications of this proposal. This sheet shall be labeled **“EXCEPTIONS TO BID CONDITIONS AND SPECIFICATIONS”**. This form is in Exhibit C and shall be attached to the bid. Failure to do so will cause proposal to be rejected.

3. WARRANTIES

Contractor warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Contractor warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Authority may return any nonconforming or defective items to the Contractor or require correction or replacement of the item at the time the defect is discovered, all at the Contractor's risk and expense. Acceptance shall not relieve the Contractor of its responsibility.

The bidder shall warrant his/her equipment as to the specified capacities and performance, and to be free from all defects in design, material and workmanship. All labor, transportation cost and defective parts shall be replaced free of cost. THIS GUARANTEE SHALL CONTINUE FOR ONE (1) YEAR AFTER COMMENCEMENT OF ACTUAL OPERATION OF THE EQUIPMENT. **No exceptions to the guarantee requirement will be accepted. Additionally, the engines and the automatic transmission shall be warranted for a minimum period of three (3) years after commencement of actual operation of the equipment.**

The Contractor further agrees, upon written notice from the Authority, to promptly and without charge, make changes, corrections and/or replacement, to the satisfaction of the Authority, which may be required to make good all defects in design and material under its intended use.

4. BRAND NAMES

Whenever in the specification proprietary names, manufacturers, trade names or catalog numbers are specified, such reference is made for the purpose of defining the minimum performance, quality and other salient characteristics of the desired item. Where “brand names” are specified, the term “or equal” shall follow. Such reference is not intended to be restrictive in nature. The contractor may offer any material, item or process deemed equal with respect to the required minimum characteristics of the specified “brand name”. The Authority reserves the right to make the final determination of equivalency.

5. MANUALS/ DOCUMENTS

As a minimum, originals and/or copies of the following documents must be submitted with final delivery of the equipment/vehicle. Submittal of this information is in addition to any other submittal required specified within the technical specifications. See also “Additional Requirements.”

1. Applicable Title documents.
2. An owner's/operator's manual that includes all standard manufacturer/vendor literature.
3. Manufacturer's standard warranties and guaranties
4. Maintenance instructions
5. Vendor Certifications

6. TRANSPORTATION & INSTALLATION

The transportation and any construction or installation of any component of the Runway Brooms onsite shall be included as part of the contract between the Authority and the Contractor.

7. ALL DELIVERY COSTS ARE TO BE INCLUDED IN THIS BID.

8. TRAINING

A qualified, factory trained representative must fully install, start-up, and test the unit as well as provide training to the operators and maintenance personnel. Training shall be performed at a time convenient to the Authority, but not later than the operational date of the unit. The training shall be performed at the customer's site and shall be at least 24 hours of operational and mechanics training. Training shall include general maintenance, including operation and electronic maintenance related to the basic operation of the vehicle. Topics will include, but are not limited to:

1. Vehicle operation and maintenance safety precautions
2. Instrument and control operation
3. Active-matrix display summary and operation
4. Seat and seatbelt operation
5. Brake system operation
6. Daily operators' checks and services
7. Engine starting and shutdown
8. Driving recommendations
9. Special off-road driving procedures
10. Steering system operation
11. Electrical system
12. Maintenance and inspection intervals

TECHNICAL SPECIFICATION

Acquire one (1) snow removal equipment (SRE): All wheel drive-all wheel steer, two engine design, high speed, front mount runway broom with airblast system

SCOPE:

This specification, in accordance with the FAA Advisory Circular AC 150/5220-20A and SAE Aerospace Recommended Practice (ARP) as noted, covers requirements for an airport runway broom with airblast and special purpose carrier vehicle primarily used to cast concentrations of snow away from airport operational areas such as runways and taxiways. The term carrier vehicle represents the various self-propelled prime movers that provide the power necessary to move snow and ice control equipment during winter operations.

REFERENCES:

Applicable Documents: The following publications form a part of this document to the extent specified herein. The latest issue of SAE publications shall apply. The applicable issue of other publications shall be the issue in effect on the date of the purchase order. In the event of a conflict between the text of this document and references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

- SAE Publications: Available from SAE, 400 Commonwealth Drive, Warrendale, PA 15096-0001, Internet address: <http://www.sae.org>
- Society of Automotive Engineers Aerospace Recommended Practice SAE J931 Hydraulic Power Circuit Filtration
- Society of Automotive Engineers Aerospace Recommended Practice SAE ARP 5564 Airport Runway Brooms
- FAA Advisory Circular AC 150/5220-20A
- FAR and FAA Publications from FAA: Available from Federal Aviation Administration, 800 Independence Avenue, SW, Washington, DC 20591, Internet address: <http://www.faa.gov>
- AC 150/5200-30A Airport Winter Safety and Operations
- AC 150/5200-18 Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
- AC 150/5210-58, Painting, Marking, and Lighting of Vehicles on an Airport
- FMCSR Publications from FMCSA: Available from Federal Motor Carrier Safety Administration, 400 Seventh Street SW., Washington, DC, 20590; Internet address: <http://www.fmcsa.dot.gov>
- Title 49, Chapter III, Subchapter B-Federal Motor Carrier Safety Regulations (Title 49)

Figure 6–1. Typical runway brooms – In accordance with FAA AC150/5220-20A, Figure 1., the airport selects the pushed type broom with special purpose, two engine carrier vehicle and airblast.

Figure 6–2. Towed type runway broom – not applicable

Figure 6–3. Common types of broom bristles used on airports

In accordance with SAE ARP5564;

RUNWAY BROOM CONFIGURATIONS

Front mount dedicated two power plant configurations; one engine provides power to the broom; air blast

and the other engine provides motive power.

Visibility of the sweeping operation shall allow the operator to see the area being swept. Design shall enable maximum maneuverability in confined areas. The unit can only be used for brooming. It is not capable of sharing u attachments with other similar equipment.

General Description

This airport runway broom will be primarily used in the sweeping and cleaning of snow slush and ice from airport runway, taxiway, and ramp areas. The broom must be manufactured expressly for airport pavement sweeping. All items of design and equipment not listed in these specifications, but involved in carrying out their intent, are required to be furnished the same as if these items were specifically mentioned and described in these specifications.

Components shall be new, unused, of current production to the satisfaction of the purchaser. They shall be free of all defects and imperfections that could affect the serviceability of the finished product. Components should be readily accessible for repair and replacement, with minimal removal or disturbance to adjacent parts or components. Designs must use components within their rated values. Parts which are exposed to wear shall be capable of being replaced. Regular maintenance and servicing should be readily accomplished under normal working conditions.

SAE ARP equipment specification for MTE dedicated carrier vehicles.

MTEs must be in accordance with SAE ARP 5548, Multi-Tasking Equipment (MTE) for Airfield Snow Removal High Speed, Multi-Tasking Snow Removal Unit to include Carrier Vehicle, Snow Plow, Rotary Broom High Velocity Air.

SAE ARP equipment specification for runway brooms with airblast.

Runway brooms with airblast must be in accordance with SAE ARP 5564, Airport Runway Brooms.

All broom components shall be designed to provide continuous service under difficult working conditions in - 20 degrees F to +100 degrees F weather conditions or as specified without degradation of performance. The broom shall be designed to allow bristles to be easily replaced once worn or damaged. When mounted on a carrier vehicle, no components of the broom shall interfere with the servicing and maintenance of the carrier vehicle.

The broom shall have the ability to remove snow, ice, slush, sand and other debris at the rated speed, capacity, and conditions per the following:

- a) The broom must be able to move 3 inches of snow at 15 pounds per cubic foot at the rated vehicle speed and full swept path.

And,

- b) The broom must be able to move 1 inch of snow at 40 pounds per cubic foot at the rated vehicle speed and full swept path.

Minimum operational requirements, as follows:

- Broom configuration: Front mount dedicated
- Required speed of operation (MPH): 30 MPH (minimum)
- Brush swept path (feet): 18ft min.
- Snow moving capacity (tons per hour): 5,000
- Surface area swept rate (square feet per hour): 2,280,000 sq ft.

- Broom power supply horsepower (horsepower): 350 HP (minimum)
- Brush diameter (inches): 46-inch diameter
- Brush rotation speed (0-RPM): 515 RPM
- Brush available torque (foot-pounds): 4,750
- Air blast capacities (CFM @ MPH): 13,400 CFM @ 231 MPH air velocity
- Bristle type and configuration: WAFER

The manufacture must supply engineering hydraulic power calculations of the brush drive train from the engine or power supply to the brush shaft. This includes sizes and specifications of all components of the brush drive train from the engine to the brush shaft including specification sheets for the broom engine, brush and air blast hydrostatic pumps, motors, and gearbox(s) showing type, size, and manufacture. Efficiency losses must also be accounted for. The calculations must be understandable, complete, logical, and in a mathematical order per the Society of Automotive Engineers (SAE) and the Fluid Power Society standard formulas and practices. The burdened of proof is the responsibility of manufacturer. Failure to provide this information for whatever reason will result in disqualification.

Operational Standards and Compliance Testing

General

The manufacturer is responsible for conducting tests to ensure that its snow removal and ice control equipment meets the operational and performance requirements it advertises. The manufacturer must submit certified records of these compliance tests with their bid. Equipment tests must be conducted on standard production models and not on specially constructed prototypes.

- a) Additional testing. The purchaser may consider conducting his or her own operational performance tests on equipment prior to acceptance. In such cases, the manufacturer should have the opportunity to witness the performance of such tests, but the costs for such testing and interpretation of results is the sole responsibility of the purchaser.

In accordance with FAA 150/5220-20A;

Required carrier vehicle tests.

Test the carrier vehicle in accordance with (1) this paragraph and (2) any referenced SAE ARP(s) for the specified equipment the carrier vehicle is to support. Conduct the following temperature, performance, and compliance tests when acquiring a carrier vehicle. Carrier vehicles must be all-wheel drive.

- a) Cold weather operations. A fully equipped carrier vehicle (all types) with all attached snow removal and ice control equipment should be able to perform normal operations at an ambient temperature:
 - (1) of 10°F (-12°C) below the lowest temperature in which the vehicle is expected to operate, or
 - (2) at -40°F (-40°C) at airports located in extremely cold climates.
- b) Hot weather operations. The vehicle should be capable of operating at an ambient temperature of 70°F (21°C) at the maximum speed recommended by the manufacturer without any of the vehicle components exceeding their normal operating temperature.
- c) Power. Carrier vehicles must have sufficient power to perform all operational and attachment functions simultaneously.
- d) Performance. The following tests must be conducted on a carrier vehicle loaded to its Gross Vehicle Weight and must include the following systems: hydraulic, power train, brake, lighting, controls, and instruments.

- (1) 10-mile test. Drive the carrier vehicle over hard surfaced roads at normal airport speeds for a distance of 10 miles (16 km) with no problems experienced. Focus special attention on vibration, steering, vehicle drift, rattles, leaks, and interior controls.
- (2) One-hour test. Perform this time test at a speed of 5 mph (8 km/h) over all types of terrain that would normally be encountered at the airport.
- (3) Service brake test. Conduct this test at speeds of 20 mph and 40 mph (32 km/h and 64 km/h). Using the service brakes only, the fully loaded carrier vehicle must be brought to a complete stop within a distance of 35 and 131 feet (11 and 40 m) respectively measured from the point of brake application. The test must be conducted for two complete cycles in either direction on a hard pavement surface that is dry, reasonably level and free of loose material. Make no steering corrections for vehicle drift during the stop.
- (4) Emergency brake test. Conduct this test at a speed of 40 mph (64 km/h). Using the emergency brake only, the fully loaded carrier vehicle must be brought to a complete stop on the most critical airfield pavement grade within a distance of 288 feet (88 m) measured from the point of brake application. Conduct this test on a hard surface that is dry and free of loose material. Once stopped, the brake must continue to hold the carrier vehicle without movement for five minutes. Make no steering corrections for carrier vehicle drift during the stop.

Runway brooms with airblast.

Field test in accordance with SAE ARP 5564, Airport Runway Brooms, and the following testing requirements:

- a. A field test must be conducted to simulate operations on a runway or taxiway having a length of at least 1,000 feet (305 m). Snow depth may vary, but the broom should be capable of removing snow at the following depths and densities:
 - (1) Large Swath Brooms - over 12 feet. Three inches (7.6 cm) of light snow having a density of 8 to 15 lbs/ft³ (128 to 240 kg/m³) or one inch (2.5cm) of slush at a density of 40 lbs/ft³ (641 kg/m³).
- b. Speed must be as high as practical but not less than 30 mph (40 km/h) for large swath brooms.
- c. The resulting cleared swath must demonstrate the following:
 - (1) The resulting swath width is reasonably clean without snow deposits resulting from bouncing or skipping of the brush.
 - (2) The unit with airblast must be capable of varying its brush rotational speed, angle of attack, and the degree of brush pressure applied to a surface area.
 - (3) The unit with airblast must be capable of broadcasting snow to either side of the carrier vehicle.
 - (4) The broom should show no performance degradation when sweeping thin deposits of sand, ash, water, or other light debris.
 - (5) The unit with airblast must be designed to allow all performance and monitoring functions to be controlled or observed by a single operator from the carrier vehicle cab.

In accordance with FAA 150/5220-20A;

Specification for Carrier Vehicle

A1-1 Performance requirements.

- a. Required working speed - 30 MPH Min.
- b. Minimum speed - 5 mph
- c. Turning radius - 60 feet or less

A1-2. Engine/transmission.

- a. Automatic Transmission
- b. Diesel Engine
- c. Number of forward speeds – minimum 6 forward speeds

A1-3. Transfer case.

- a. Front axle disconnect
- b. Automatic locking differential
- c. Manual locking differential

In accordance with the FAA AC 150/5220-20A, single speed automatic locking differential.

A1-4. Axle capacities. Per approved manufacturer.

A1-5. Fuel capacity 250 gallons.

A1-6. Auxiliary equipment. (see Appendix 2 of AC)

Part B - Specification for Carrier Vehicle

A1-7. Materials and components. See referenced SAE ARP equipment specification.

A1-8. Delivery.

- a. Preparation for delivery.
 - (1) Shipment. The vendor is responsible for the safe and timely delivery of the vehicle and its accessories, spare parts, and tools to the agreed place of delivery.
 - (2) Marking. Carrier vehicles must be marked for shipment in accordance with instructions agreed to by the purchaser.
- b. Instruction and training. The manufacturer must, at no additional cost, furnish the services of trained personnel to the airport at a time and place agreed to by all parties. These individuals must provide instruction to airport personnel sufficient for the personnel to familiarize themselves with the operation and maintenance of the carrier vehicle and its auxiliary equipment. The period of instruction must not be less than 24 hours or as specified in the referenced SAE ARP equipment specification and bidding documents.

Additional Equipment Specification that shall be included within the base bid:

A2-1. General.

Carrier vehicle.

Equipment for operating carrier vehicle at or below -40°F (-40°C) or when the vehicle must be stored outside or in an unheated building is as follows:

a. Engine/transmission.

- (1) Engine-jacket water heater. Recirculating type with thermostatic control and weatherproof receptacle plug (minimum - 1500 watts).
- (2) Engine oil pan heater. 300 watts
- (3) Battery warmer pad. Approximately 50 - 100 watts per battery
- (4) Transmission oil pan heater. Wattage as recommended by the transmission manufacturer

b. Vehicle cab.

- (1) Handles must be installed on lower part of vehicle cab door.
- (2) Auxiliary cab heater and circulating fans.
- (3) Mirrors.
 - a. Remote control for exterior mirrors.
 - b. Electrically heated exterior mirrors.
- (4) Windows.
 - a. Heated windshield – clear glass not tinted per Airport.
 - b. Extra window in lower part of cab doors.
 - c. Reverse slope windshield.
- (5) Seats. Heated driver seat.
- (6) Cab insulation upgrade
- (7) Electric of air horn.

c. Mechanical.

- (1) Special starting systems.
 - (a) Dual battery system.
 - (b) Ether cold starting system.
- (2) Permanently installed battery charger.
 - (a) Maintenance charging. (0-10 amp capacity)
 - (b) Automatic cutoff.
 - (c) Connection. (selected and required by the airport)
 - (i) Weather resistant and chassis mounted.
 - (ii) Adaptable to 110-volt electrical outlet
 - (iii) Heavy duty
 - (iv) 20-amp capacity
- (3) Engine cooling.
 - (a) Oversize radiator.
 - (b) Radiator shutters. (if compatible with engine design)
- (4) Automatic engine shutdown. An automatic engine shutdown system is equipped with an override switch to prevent engine damage due to low engine oil pressure, high coolant

temperature, or low coolant level.

- (5) Special alternator. Specify drive type, amperage, and voltage. (A 100 amp 24 volt alternator 24 is required by the airport)
- (6) All-wheel or articulated steering. For all-wheel steering systems, the rear drive-steer axle must be controlled in the cab. The all-wheel steering system consists of the following major components:
 - o The vehicle's original front steering system
 - o A driving, steerable rear axle
 - o Various hydraulic control valves, wheel position sensors, speed sensor and a steering cylinder located on the rear axle.
 - o ECU (electronic control unit) and control panel (located in the cab)

OTHER REQUIRED FEATURES

All of the all-wheel steering system controls are to be located in the cab easily accessible to the operator.

The all-wheel steering system must be preprogrammed with multiple steering modes for improved maneuverability.

The driver must have the option to select 1. Front steer, 2. Coordinated steer, 3. Crab steer or 4. Rear-steer only --"on the go".

The system must be functional in both high range and low range of the transfer case.

- (7) Silicone hoses.

In accordance with SAE 5564;

6.2 Broom Chassis Platform

6.2.1 The design of this unit shall ensure positive tire to ground tractive effort while sweeping and doing full wall to wall turning circle of 60 feet or less or as specified. Tests for maneuverability, meeting the wall to wall turning circle requested or proposed.

In accordance with SAE ARP5564;

A.2 CARRIER VEHICLE

A.2.1 Carrier Vehicle Description:

The design of the vehicle chassis shall be based on an all-wheel drive concept for optimized performance and safety. Although these units may not be designed as over-the-road highway vehicles, the following Federal Motor Vehicle Safety Standards shall apply as though they were an on-highway vehicle:

- FMVSS 101 Controls & Displays
- FMVSS 102 Transmission Shift Lever Sequence, Starter Interlock & Transmission Braking
- FMVSS 103 Windshield Defrosting & Defogging Systems
- FMVSS 104 Windshield Wiping & Washing Systems
- FMVSS 105 Hydraulic & Electric Brake Systems
- FMVSS 106 Brake Hoses
- FMVSS 108 Lamps, Reflective Devices, & Associated Equipment
- FMVSS 111 Rearview Mirrors
- FMVSS 113 Hood Latch Systems
- FMVSS 116 Motor Vehicle Brake Fluids
- FMVSS 119 New Pneumatic Tires
- FMVSS 120 Tire Selection & Rims for Vehicles Other Than Passenger Cars
- FMVSS 121 Air Brake Systems

- FMVSS 124 Accelerator Control Systems
- FMVSS 201 Occupant Protection in Interior Impacts
- FMVSS 205 Glazing materials
- FMVSS 206 Door Locks and Door Retention Components
- FMVSS 207 Seating Systems
- FMVSS 209 Seat Belt Assemblies
- FMVSS 210 Seat belt Assembly Anchorages
- FMVSS 302 Flammability of Interior Materials

a. Special Purpose Vehicle: Special purpose vehicle shall be customized specifically to meet special airport operator needs such as high-volume and/or extra wide swath clearing operations.

A.2.1.1 Materials: Materials used on a carrier vehicle shall conform to the specifications listed in the appropriate sections of Title 49, Chapter III, Federal Motor Carrier Safety Regulations. When not specifically listed, materials shall be of the best quality available for their intended commercial use. Component parts shall be new, unused, of current production to the satisfaction of the purchaser. They shall be free of all defects and imperfections that could affect the serviceability of the finished product.

A.2.1.2 Design: Equipment shall be developed in accordance with the best engineering practices available. This includes the incorporation of ergonomic designs specifically directed at the vehicle's cab environment. Vehicle design shall include current state-of-the-art procedures that consider improved cab visibility, communications systems, interior lighting and the mitigation of noise and vibration. Design and installation of equipment shall permit easy accessibility for maintenance and service. All vehicle stress points shall be designed to distribute and dissipate shock forces.

A.2.1.3 Construction: Vehicle construction shall provide maximum protection against structural member failures. Equipment shall withstand the cold, moisture, strains, jars, vibration, and other conditions that are likely to be encountered during operation. All components and assemblies shall be free of hazardous protrusions, sharp edges, cracks, or other elements that might cause injury to personnel or damage to equipment. Location of all oil, hydraulic, and air lines and electrical wiring shall be in protected positions properly attached to the frame or body structure. Wherever these lines pass through apertures they shall be protected with looms or grommets except where a through-frame connector is necessary.

Chassis: The design of the vehicle chassis shall be based on an all-wheel drive concept for optimized performance and safety. It shall have power assisted steering and a transmission with suitable load and speed ranges to accommodate normal operating conditions. Vehicles shall have heavy duty tow hooks, tow eyes, or other suitable tow connections attached to the rear of the vehicle. The tow hooks, eyes, or other suitable tow connections shall be attached to the frame or structure of the vehicle and provide adequate strength to allow lifting and/or pulling the vehicle for emergency recovery situations. A pintle hook, rated at not less than the GVWR shall be permanently attached to the rear frame structure capable of towing a vehicle. All installed parts and accessories necessary for the safe operation of the vehicle shall conform to applicable provisions of Title 49.

A.2.2.1 Structural Members: The frame shall be made of either pressed or structural steel shape and reinforced as required to prevent distortion under maximum load conditions. All frames and stiffeners shall be treated with a corrosion inhibitor and shall be primed and painted before assembly.

A.2.2.2 Dimensions and Clearances: Carrier vehicles with snow removal attachments shall have the following overall dimensions:

- a. Minimum Ground Clearance: The minimum ground clearance of a vehicle chassis shall be 8 inches (20 cm).
- b. Maximum Overall Height: Change Maximum Overall Height to read: The maximum overall height of a vehicle including discharge chutes, lights, and exhaust stacks (with rain cap up if so equipped) shall not exceed 13 feet (4.0 m) unless otherwise specified by the customer. A placard shall be installed in the vehicle cab stating the maximum overall height. If practical, the placard should be located at the top of the windshield as nearly

over the steering wheel as possible to be immediately visible to the operator when looking upwards.

- c. Maximum Overall Width: The overall width of a vehicle including rotary brush head shall be specified by the purchaser who shall take into consideration gates and doors to equipment shops at the airport.
- d. Maximum Overall Length: Maximum vehicular length may be specified by the purchaser who shall take into consideration shop areas and maneuverability expected of the vehicle during operation.

A.2.2.3 Weight Distribution: The gross vehicle weight of the vehicle shall be distributed over its axles in accordance with best engineering practices. The center of gravity shall be kept as low as possible under maximum load conditions. While it is loaded the vehicle shall be capable of resting on a 20% transverse grade without danger of overturning. A copy of the calculated weight distribution shall be provided to the customer prior to construction, and the produced vehicle shall not deviate from the calculated weight distribution by more than 5% on any axle, or for the gross weight as determined by weighing the unit at a public certified scale.

A.2.3 Engine

The engine must be Tier 4F and shall not have requirement for PDP or regen. Engine and vehicle manufacturers shall provide an application approval, at the time of vehicle delivery that states the engine is suitable for use in the vehicle as configured and that the installation is approved by the engine manufacturer. The vehicle engine shall be of internal combustion type. Unless specified, the diesel engine shall be designed and tuned for operation using ASTM D 2 diesel fuel. Anti-freeze, crankcase and gear oils, greases, automatic transmission fluid, and hydraulic oils shall be as per current SAE, API, or ASTM specifications and not proprietary products. It shall be able to meet the performance characteristics specified herein on commercial grade fuel. Dual engine vehicles shall use a common fuel. The engine shall develop sufficient torque and horsepower to meet its normal operational requirements without exceeding the no-load speed at the peak of its certified gross brake horsepower curve. Engine noise and vibration shall be reduced in the vehicle cab by use of best engineering practices and machine layout. Idle time limiters or other automatic shutdown devices designed to limit emissions, conserve fuel, or enhance operating costs must be permanently disabled if such devices could leave a unit disabled on a taxiway or runway. Permanently disabled means the disabling must be done in such a manner so as not to be easily or accidentally re-activated.

A.2.3.1 Cooling System: The engine cooling system shall be based on either a liquid or forced air design. Internal temperatures of liquid cooled engines shall be controlled by a by-pass thermostat that regulates the flow of engine coolant. Drain cocks shall be installed at the lowest point of the cooling system and at other points necessary to completely drain the system. A sight glass or other device is required in all liquid cooling systems to allow the operator to determine that there is sufficient fluid for normal and safe operation without the need to open the system.

A.2.3.2 Coolant Temperatures: The design and installation of the system shall assure that coolant temperatures shall remain within the engine manufacturer's operational specification (both high and low) when properly maintained and operated in ambient temperatures during snow removal operations. In areas which frequently experience temperatures below 20°, cooling system heaters, oil pan heaters, lubricating oil heaters, battery and block heaters, and cold start aides required unless otherwise specified.

A.2.3.3 Fuel System: The fuel system shall comply with Title 49 and include all components necessary for a complete operational system.

A.2.3.4 Fuel Tank(s) and Lines: Useable fuel capacity should be not less than a calculated value of: (total maximum brake horsepower for all engines) x (0.55 gals/hr/bhp) x (desired operating hours) x (0.5 for a 50% load factor). Normal operating hours should be eight unless a higher number is desired by the customer. If dual tanks are used, the supply system shall be designed to ensure an uninterrupted flow of fuel to the engine(s) without input by the operator, and to allow shutoff of each tank should the crossover lines of either tank be damaged. Dual tanks shall also have adequately sized crossover lines to allow

refilling both tanks from one location. Fuel lines shall be securely fastened in place, installed to prevent chafing or strain and protected by grommets where lines project through metal apertures. Each fuel tank is to be equipped with an accessible bronze or brass drain plug or a quick drain. A properly rated fuel water separator with integral heater shall be installed in an accessible location near the tank. If the engine requires a boost pump to assure adequate fuel flow to the engine, a pressure operated switch with in-cab warning light shall be furnished to warn the operator of low boost pump pressure. The boost pump should be installed to shut off when the engine is turned off , or to have an emergency shutoff switch or circuit breaker located near the light to allow the operator to shut off the boost pump in the event of fuel leakage downstream of the boost pump.

A.2.3.5 Fuel Filler Pipe: The fuel filler pipe(s) shall be located outside of the vehicle cab in an area accessible for refueling from the ground where possible. A light chain shall be attached near its opening and to the filler cap to prevent loss of the cap. The filler neck shall include a screen to prevent the entry of foreign objects into the tank. The fuel filler cap shall be painted a color appropriate for the type of fuel, and a permanent label shall be affixed as close as practical to the fill neck(s), in an area visible to the person refueling the vehicle, stating the appropriate fuel and capacity of the tank(s) . A label shall also be installed in the cab near the fuel gauge indicating which side of the vehicle must be positioned towards the fuel pumps (e.g., Fuel Fill).

A.2.3.6 Air Cleaner: The air cleaner shall be of a two-stage design. The first stage incorporates a pre-cleaner while the second consists of a dry type replaceable paper filter. A restriction indicator is required in the cab for each engine air intake system. The connection between the air cleaner outlet(s) and the engine intake(s) shall be waterproof and dust tight. The air cleaner intake shall be positioned in a manner to discourage the ingestion of snow and other contaminants, e.g., within the hood cavity.

A.2.3.7 Exhaust System and Muffler: The engine shall be equipped with an efficient and safe exhaust system including mufflers. Its location shall minimize noise and exhaust gases entering the vehicle cab under all operating conditions. Further noise reduction by noise suppression materials, such as muffler insulation, is encouraged. Horizontal portions of exhaust systems shall be protected, whenever possible, from corrosive agents and fuel spills. Mufflers and exhaust components positioned in or near normal operator work areas shall include appropriate guards to minimize the burn risk to airport personnel. Exhaust systems shall be positioned on the vehicle in a manner to minimize contact with slush and snow. Muffler(s) are to be made of aluminum, aluminized steel, stainless steel, or materials coated with ceramics. Devices shall be installed to prevent snow and slush from entering vertical exhaust stacks. Customers may specify the location and direction of exhaust system discharge when appropriate for storage building ventilation systems or other operational needs.

A.2.3.8 Governor: Engine speed shall be regulated by a governor set to provide the maximum operating speed recommended by the engine, driveline, and power train manufacturers.

A.2.3.9 Lubrication: An engine's lubricating system shall be equipped with standard production fittings and accessories. Engine oil filter(s) shall be engine manufacturers approved design and able to accept commercial replacement elements. All engine(s) shall receive lubrication prior to delivery with lubricants designated for use under ambient temperature conditions at the point of delivery. The unit(s) shall be tagged to identify the proper lubricants and their temperature ranges.

A.2.3.10 An automatic engine protection system to prevent engine damage due to low engine oil pressure, high coolant temperature, or low coolant level is required. A provision for the emergency movement of the unit from a runway or taxiway must be provided.

A.2.3.11 Accessibility:

- a. Component Location: Engine and chassis components shall be positioned to allow easy access for inspection and maintenance purposes. Components that historically present maintenance problems or those that have the potential to cause operational problems should particularly be located in unobstructed areas. Locks, controls and fasteners shall be designed to prevent over-torquing. Fluid capacities that must be checked during a

pre-trip inspection, such as hydraulic oil level(s), windshield washer fluid level, and diesel fuel level shall be visually observable or otherwise capable of being checked without the need for tools, and without requiring work stands, portable ladders, or other equipment to check the service levels. To the extent practical lighting in these areas shall be adequate to perform the checks without the need for flashlights or other portable lighting.

- b. Cover Plates: Cover plates shall be equipped with either quick-disconnect fastenings or hinges.

A.2.4 Drive Train

A.2.4.1 Transmission: Transmission and vehicle manufacturers shall provide an application approval, at the time of vehicle delivery that states the transmission is suitable for use in the vehicle as configured and that the installation is approved by the transmission manufacturer. The transmission shall operate smoothly and efficiently and be capable of transmitting the maximum gross torque generated by the engine to the drive wheels through all gear reductions. Safety interlocks to prevent starting the engine unless the transmission is in neutral, or, the clutch is disengaged, shall be installed. Drive trains shall be in conformance with SAE requirements and shall be designed to minimize the number of joints. The purchaser shall specify the type(s) of transmission(s) that are acceptable. They may be either manual or automatic as follows:

- a. Manual: N/A
- b. Automatic: Automatic or non-manual transmissions are either hydrostatic (with or without transfer case), automatic power shift, standard power shift, or fully automatic . Designs utilizing torque converters shall have a suitable torque ratio for the expected load ranges. The torque converter shall not operate at less than 70% efficiency. The gear or range selector shall have forward, neutral and reverse positions clearly identified. (selected and required by the airport)

A.2.4.2 Transfer Case: The vehicle and transfer case manufacturers shall provide an application approval at the time of vehicle delivery that states the transfer case is suitable for use in the vehicle, as configured. Transfer case assemblies shall provide positive drive to the front and rear axle(s) and be single speed design with automatic locking type. Three proven alternatives are the manual front axle disconnect type, the center differential with manual or automatic lockout type, or an overriding clutch type. The purchaser shall specify the type(s) of transfer case(s) that are acceptable or may elect to accept the manufacturers standard transfer case(s). The transfer case may be a separate unit mounted independently or integrated with the transmission. (In accordance with SAE 5564, the airport selects the automatic lockout type, single speed design and mounted independent of the transmission.)

A.2.4.3 Axles: The axle and vehicle manufacturers shall provide an application approval at the time of vehicle delivery that states the front and rear axles are suitable for use in the vehicle, as configured. The axle manufacturer's published rating shall at the least be equal to the load imposed at ground level when the vehicle and/or each component is in its maximum load configuration (i.e., rotary brush up, down, right, left; and/or a material body, if any, loaded to its cubic rated volume) . Each non-steering axle shall be equipped with a retarding type device to ensure a torque transfer to each wheel having traction. When appropriate, manual lockout controls shall be located in the vehicle cab. The torque capacity of each axle and differential shall be at least 10% in excess of the maximum torque that the axle may experience under any GVW operating condition. The power transmitting shaft on each steering axle shall incorporate steering joints that do not produce objectionable steering characteristics while the vehicle is operating on uneven surfaces. Two proven designs are single reduction with all gear reduction taking place in the central housing of the axle, and planetary, in which a second speed reduction takes place beyond the axle's center housing.

A.2.5 Brake System: Vehicle service and emergency braking systems shall meet Title 49 requirements for vehicles of similar design. These systems, whether air, hydraulic, or of another design, shall be complete with all necessary equipment to safely control, stop and hold a fully equipped vehicle under all normal operating conditions. Both systems shall be readily accessible for external adjustment. Antilock brakes

may be specified for improved safety on the airport operational areas. (In accordance with SAE 55464, anti-lock brakes are selected by the airport and are required.)

A.2.6 Steering Mechanism: The vehicle shall have a steering mechanism that is operated from the driver's seat. During normal operations, the mechanism shall be capable of controlling the vehicle with all equipment operating. Steering equipped with power assistance shall revert to manual operation in the event of power assist system failure or be equipped with a dual power steering system that operates in a fail-safe manner so that the failure of one system will not lead to a loss of steering. The design of the steering mechanism should, in the event of a power assist failure, be capable of safely maneuvering the vehicle off the primary operational areas of the airport and to a park position from the maximum design speed allowed by the airport. All wheel steering may substantially increase the handling ability of the vehicle and, therefore, its productivity.

The purchaser shall specify if all wheel steer is required, and if all wheel steering is required, if it is to be front wheel steer, rear steer, crab steer, coordinated steer. **(In accordance with SAE 5564, the airport selects all wheel steering with front wheel steer, rear steer, crab steer and coordinated steer modes.)**

A.2.7 Suspension System: Vehicles shall be equipped with a current production model suspension system having a minimum rated capacity equal to the GVW of the carrier vehicle. When required, front and rear axles shall have auxiliary suspension springs. Manufacturer's capacity ratings may not be arbitrarily raised to conform to the requirements of this specification. The suspension system shall exhibit no permanent set after the load is removed. When writing specifications for a runway broom, it should always be a concern that the equipment does not overload the GAWR of the axles, wheels, tires, springs or steering of the vehicle to which it is to be installed.

A.2.8 Wheels, Rims, Tires, and Tubes

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

In accordance with SAE 5564;

A.2.9 Hydraulic System: The hydraulic system shall consist of appropriate rams, pumps, piping, fittings, valves, controls, fluid reservoirs, filters, coolers, and other parts essential to its full operation. The system shall be capable of hydraulically positioning equipment through the entire range of its design limits. It shall be capable of operating all controls simultaneously without a noticeable reduction in power response. All hydraulic controls shall be located in the vehicle cab. The equipment manufacturer shall avoid high pressure hydraulic lines within the cab by means of remote cable or electric over hydraulic controls whenever possible. If a high-pressure line must be located within the cab, it shall be properly shielded to protect the operator to the satisfaction of the purchaser. The system shall be ruggedly constructed and able to withstand all loads imposed on it without relying on the use of mechanical locks. Adequate cooling

must be included to maintain acceptable hydraulic oil temperatures throughout expected vehicle operational ranges. Filters within the hydraulic system shall conform to J931.

A.2.9.1 Pump(s) and Power Takeoff: The pump(s) shall be ruggedly constructed and powered by the engine through a power takeoff. It shall have sufficient capacity to operate the hydraulic equipment specified herein under all operating conditions and speeds. Belt driven pumps should be avoided whenever possible.

A.2.9.2 Lines and Fittings: Only commercial quality hydraulic lines, hoses, and fittings that are capable of withstanding system working pressures under load are acceptable. Hydraulic hoses shall have a bursting pressure of three times their rated working pressure. The use of fittings, joints, and connections shall be kept to a minimum. Where local climatic conditions require, the purchaser should consider requiring arctic type hoses with temperature ratings appropriate for the location. Test gauge connection fittings shall be provided at all suitable points throughout system for maintenance and trouble-shooting. All hydraulic system components are to be shielded from engine exhaust heat, and heat shields shall be installed on the engine exhaust system to divert any possible leakage from the hydraulic system. Hoses shall be installed inside steel tubing wherever necessary to deflect the flow of fluid from exhaust and electrical system components in the event of hose rupture or leakage.

A.2.9.3 Fluid Tank: The hydraulic fluid tank shall have a filler neck consisting of a strainer, drain plug, shutoff valve, air vent and baffles. Its capacity shall exceed the volume of oil required for the operation of any combination of attachments by 50%. A sight glass or other device shall be provided to allow the operator to verify that fluid level is sufficient for safe operation without the necessity of opening the system. An oil level warning device shall be provided in the cab for all hydraulic systems. A label shall be installed as close as practical to the filler neck indicating the proper fluid for servicing the hydraulic system, and the capacity of the tank.

A.2.9.4 System Winterization: Hydraulic systems shall be designed and operated in accordance with the requirements specified in ARP1247. The hydraulic system shall meet the same low temperature requirements as the engine coolant system. Where appropriate properly sized shutoff valves shall be installed on each side of all filters to facilitate filter changing with minimal fluid loss. If filters are installed in compartments or other areas where fluid collection is possible, drain holes will be installed to allow fluid drainage during servicing.

A.2.10 Electrical System: The electrical system shall be negatively grounded and installed in accordance with current state-of-the-art practices and appropriate Federal requirements. All vehicle wiring shall be in accordance with J 1292. All vehicle body electrical equipment, components, and wiring shall meet the requirements set forth in ARP1247. All parts of the electrical system shall be waterproof, easily accessible, securely mounted, and protected against extreme temperatures, physical damage, snow, oil, and corrosion. All electrical circuit wiring shall be made of stranded conductors with a capacity exceeding the anticipated maximum circuit loading. Insulation of electrical wiring shall be equal to the recommended standards established for insulation materials by the Society of Automotive Engineers (SAE). All electrical circuit wires shall be identified by color or number along their entire length. The wiring codes shall match information to be provided in the supporting service manuals.

A.2.10.1 All vehicle components and systems shall operate without being affected by interference damage or disruption including detrimental effects or interference to on-board computer modules from either vehicle generated noise, or stray EMF or RMF fields encountered from any airport operations. EMF and RMF noise sources that may be generated by the vehicle, especially if such noise is detrimental to aircraft, Air Traffic Control, or air navigation equipment, shall be shielded.

A.2.10.2 Power Supply: The carrier vehicle shall be equipped with self-regulating electric alternators having an output capacity that exceeds the anticipated electrical load. The minimum idle output of the alternator shall be 20% greater than that required by the vehicle with the engine operating at idle, heater and defroster set at low fan setting, parking and/or marker lights on, communication radio(s) on, windshield wipers operating, and either hazard flashers or Vehicle Safety Identification Lights on. The

minimum output of the alternator when operating at governed engine speed shall be 20% greater than that required by the vehicle in its operating mode with the heater and defroster set to maximum settings, headlights and marker/tail lights on, communication radio(s) on, windshield wipers at maximum setting, and the Vehicle Safety Identification Lights operating. An electrical load analysis worksheet shall be provided to the customer prior to construction showing the electrical loads during the above-described conditions.

A.2.10.3 Batteries shall be securely mounted and adequately protected against physical injury, water, chemicals and exhaust heat. They shall be properly sized based on vehicle manufacturer recommendations and be readily accessible for change out and for other purposes. Enclosed battery compartments shall have adequate ventilation. Battery capacity (cranking amps, voltage, reserve power, continuous/deep cycle demand) shall be compatible with the size of the engine and the anticipated electrical load expected under normal operating conditions. An on-board self-regulating battery charger may be specified by the purchaser.

A.2.10.4 Starting Device: The vehicle shall have an electrical starter that shall not introduce a voltage drop sufficient to adversely affect the ignition system. It shall be equipped with an overload protection device if such device is available from the manufacturer of the starter. The airport sponsor shall specify the type(s) of electrical systems that are acceptable.

a. 24 volt electrical and starting

A.2.10.5 Ignition System: Under extreme weather conditions a block heater or other heating device should be considered for improved ignition. A high idle control for efficient engine warm up and stand by operations shall be provided. High idle switches or throttle controls shall be designed to operate only when the transmission is in neutral.

A.2.10.6 Backup Alarm: All vehicles that have limited rear view visibility and/or have a GVWR of 26,000 pounds, shall be equipped with a backup alarm installed at the rear of the vehicle. The backup alarm shall be activated whenever the transmission is placed in reverse. The backup alarm shall be a SAE J994, Type B vehicle backup alarm. Backup alarms may be specified by the customer for other vehicles.

A.2.10.7 Horn: The vehicle shall be equipped with an electric or air horn to allow the operator to provide an audible warning in an emergency.

A.2.11 Lighting System: The lighting system, including reflectors, markers identification and clearance lights, shall conform to FMVSS 108 as though the vehicle were an on-highway vehicle. Customers may specify an all-LED sealed wiring lighting system for reduced maintenance costs and improved lighting system reliability. In addition, task-oriented lights, and other lighting shall be furnished to help the operator identify the overall width, and when practical to project a beam or light pattern on the ground in front of the blower to assist the operator in determining those areas to be cleared and to provide adequate illumination for the operator and service personal when the unit is on darkened aeronautical areas.

- a. Headlights: The carrier vehicle shall be equipped with two or more sealed-beam quartz-halogen or high energy discharge type headlights with upper and lower driving beams and a foot or hand-controlled switch for beam selection. If snow removal attachments obstruct forward illumination of these lights an auxiliary set of comparable lights shall be provided to overcome the obstruction. A control to select the secondary lights shall be provided in the operator cab.
- b. Backup Lights: There shall be at least two backup lights installed at the rear of and at either side of the vehicle that will automatically be activated when the vehicle is shifted into reverse gear. Vehicle Safety.
- c. Identification Lights: The vehicle shall have a minimum of an amber flashing LED mini lightbar, with full 360-degree visibility, mounted on its uppermost part (see FAA AC 150/5210-5D, Painting, Marking and Lighting of Vehicles on an Airport). The light emitted from the mini lightbar should not reflect off rearview mirrors and into the operator's eyes.

One LED flashing beacon mounted on the top of rear engine compartment.

A.2.12 Operator's Cab

A.2.12.1 General: Carrier vehicle cabs shall be made of either metal or fiberglass construction and be of conventional, cab forward, or cab-over design. They shall be fully enclosed accommodating a single operator plus assistant/trainee (full cab required). A definite separation shall exist between the engine and operator's compartment. All non-glass surfaces, such as the floor, sides, and roof of the cab, shall have insulation to reduce exterior noise. The maximum interior cab noise measured at the operator's seat shall not exceed 85 dBA under the following conditions: windows closed, heater and defrost systems at maximum operation, and carrier vehicle and equipment engines operating at maximum rated capacity. Manufacturers of the equipment are encouraged to improve upon the specified noise level. To the extent possible, the interior of the cab shall be ergonomically designed providing the operator with a pleasant working atmosphere that is devoid of the stark conditions normally associated with older equipment. All cabs shall provide at least two different routes of egress to allow the operator to exit the cab in the event of rollover or overturn. The airport selects and requires a cab forward design with rear chassis drive engine, two-person cab.

A.2.12.2 Communications Equipment Space: Transceivers shall be installed in carrier vehicles to establish voice communication with other vehicles, the air traffic control tower, and snow control center and maintenance facilities. The vehicle cab shall be designed to provide convenient space near the operator for the installation of a pair of transceivers. The airport operator shall confirm the required two-way radio equipment and frequencies before delivery. Install a Garmin GTR225 or ICOM A220M communication radio or equal, including microphone, speaker and antenna. Airport will select mounting location.

A.2.12.3 Fire Extinguisher(s): The vehicle cab shall have at least one 2A-10BC interior mounted fire extinguisher that is readily accessible to the operator. Vehicles equipped with fuel tank(s), hydraulic oil tank(s), or any flammable liquid tank(s) that have a total combined volume of 200 gallons or more of flammable liquid shall be equipped with one 20 B:C: Purple K type fire extinguisher installed on the vehicle or equipment at a place readily accessible from the ground.

A.2.12.4 Operator Seat: The vehicle cab shall provide an operator seat that can easily be adjusted up and down, fore and aft, a minimum of 3 inches (7.6 cm) in each direction. The seat should also be capable of reducing the effect of vehicle vibration by featuring air-cushion shock absorbing seat systems, or systems of comparable design. All vehicle seats shall have three-point (minimum) seat belts, certified by the vehicle manufacturer to have been tested and in conformance with FMVSS requirements. Seats shall be fully upholstered with a good quality fabric or plastic material.

A.2.12.5 Windows and Windshield: An electrically heated windshield shall be provided. The vehicle cab shall maximize the use of glass, including the placement of panels if possible, in the lower sections of door panels, to increase the operator's view of operational areas and ground surfaces. All installed glass shall be laminated, safety rated, and conform to all FMVSS requirements. Customer to specify clear glass. The location and size of the windshield shall minimize visual obstructions to the operator. The windshield shall be designed to avoid snow build up. A reverse slope Windshield is required and be equipped with one or more variable speed intermittent operating wipers (standard or wet arm). The windshield wiper system shall be capable of sweeping a clear view for all occupants up and be equipped with at least one variable speed automatically operating wiper (standard or wet) that is capable of sweeping a clear view for all occupants. The windshield washer reservoir shall have a capacity of at least 1.5 gallons (5.6 liters). Fluid applicators shall be located to provide at least 75% coverage of the windshield. The cab shall be equipped with sun visors. Windshields and other glass surfaces in the vehicle cab used in the operation of the vehicle and/or to view pavement surfaces, including rear windows if installed, shall be cleared by means of a defroster system that is part of the cab's heating system. The standard circulating air type defroster may be complimented by electrical type heating systems for glass areas as required by the purchaser.

A windshield deluge system is required to maintain operator visibility during snow removal operations. As a minimum, the system shall consist of a 5 gpm pump, a 16-gallon reservoir, three discharge nozzles above the front windshield, one discharge nozzle above each side window, one discharge nozzle above left and right rear-view mirrors, and the associated plumbing to make a functional system. Fill point shall be conveniently located no higher than the bottom of cab door for easy refill. Discharge shall be controlled by a dash-mounted switch in conjunction with wiper controls. This system SHALL NOT rely on regular wet wiper discharge for function but shall allow single shot discharge for best operational convenience. The deluge system shall be disabled whenever either of the side (cab door) windows is opened. Air operated side door window wipers shall be provided. The side wipers shall be equipped with an interlock system that disables the wiper when the door window is opened.

Air operated; heated blade side door window wipers shall be provided. The side wipers shall be equipped with an interlock system that disables the wiper when the door window is opened.

A.2.12.6 Exterior Rearview Mirrors: Two electrically heated exterior rear-view mirrors of the extension arm type shall be mounted one on each side of the vehicle cab. Rear view mirrors are to be powered and remotely controlled. Each mirror shall have an area of not less than 100 in² (650 cm)
Heater: The carrier vehicle cab shall have a heating system that is capable of maintaining a minimum interior temperature of 65 °F (18 °C) at an ambient outside temperature of -20 °F (-29 °C). Heat output shall be controllable from within the cab by a selector switch that is conveniently located to the operator. Under all conditions of heating and ventilation, the temperatures measured in the operator's immediate environment should be uniform within 9 °F (5 °C) (see J1503)

A.2.12.8 Ventilation: Ventilator/heater fan shall have blower capacity equal to one cab volume per minute. Cab ventilator intakes should be screened and positioned in such a manner to minimize the entry of snow.

A.2.12.9 Hour Meters: Every engine permanently attached to a carrier vehicle shall be equipped with an hour meter that registers engine operation time from 0 to 9999 hours. Hour meters shall be prominently displayed so that they can be easily read by the operator or service personnel. The hour meters shall be of direct read design and shall only register when the engine is running.

A.2.12.10 Instrumentation: The cab shall display an instrument panel equipped with rocker and/or toggle switches and controls (instruments) that are friendly to operators wearing bulky winter clothing. Toggle switches, where used, shall have a minimum length of 1½ inches (4 cm). Frequently used instruments shall be located in direct line-of-sight and within forearm reach of a medium sized person sitting in the operator's position. All instruments shall be clearly identified with labels that indicate their function. Instruments should display urgency-of-action lights, i.e., green for normal operation, amber for warning, and red for emergency. Instruments shall be illuminated by background lighting regulated by dimmer switches capable of providing infinitely variable lighting intensities. Circuit breakers shall be grouped for easy access and convenience. Typical instruments that report and track major functions of a carrier vehicle and mounted equipment are as follows:

A. Engine:

- 1) Voltmeter
- 2) Lubricating Oil Pressure Gauge(s)
- 3) Coolant Temperature Gauge(s)
- 4) Tachometer(s) including hour meter(s) that register when engine is running only
- 5) Starting Controls (including auxiliary cold start controls)
- 6) Hydraulic Oil Pressure and Temperature Gauge if applicable
- 7) Transmission

B. Vehicle Chassis:

- 1) Brake-air Pressure Gauges if applicable
- 2) Low-air Pressure Warning, visual and audible type if applicable
- 3) Light Switches and Headlight Beam Indicator
- 4) Speedometer with Recording Odometer

- 5) Fuel Quantity Gauge(s) w/low level indicated by color
- 6) Equipment Controls
- 7) Time of day

A.2.13 Sheet Metal Components:

A.2.13.1 General: The carrier vehicle engine, as well as its mechanical components, shall be protected wherever possible from snow, rain and other winter elements. Body and engine enclosures may be fabricated from aluminum, fiberglass, and/or steel. Self-tapping bolts are unacceptable in the construction of these enclosures.

- a. Steps: Four-way safety tread, open design steps are required to ascend and descend high profile carrier vehicles. These steps, together with assist handles, shall provide for constant three-point contact, and shall be of ample size to ensure safe and easy access for persons wearing bulky winter clothing.
- b. Walkway: A four-way safety tread, open design walkway shall be provided, as necessary, for access.
- c. Handrails: Handrails shall be provided at all steps, walkways, and workstations. They shall be made of corrosion-resistant materials or otherwise treated to prevent corrosion.
- d. Fenders: Vehicles shall be equipped with fenders and non-sail mud flaps to prevent wheels from throwing snow and other debris.
- e. Drains: Plugged or free flowing drains shall be provided at all body and compartment locations where standing water can collect. Free flowing drains shall not drain onto sensitive mechanical or electrical components or on areas anticipated to be occupied by personnel during normal operations.
- f. Doors: Doors shall be equipped with a positive closing mechanism and, where appropriate, a locking mechanism. Top hinged compartment doors shall be held in the open position by a support arm(s).
- g. Gutters: The vehicle cab shall be equipped with gutters, located above the entrance doors, of sufficient length to span the door width and provide runoff protection to occupants either entering or exiting the cab.

A.2.14 Painting, Marking, and Lighting of Vehicles

A.2.14.1 Painting and Marking: The vehicle shall be painted Chrome-Yellow in accordance with color tolerance charts that have been made available for FAA regional airport inspectors and key potential users in the aviation safety equipment industry (see AC 150/5210-5D).

A.2.14.2 Preparation and Finish: The carrier vehicle and all mounted and towed equipment shall be cleaned first, then treated with a corrosion inhibitor, primed, puttied, sanded, and finally painted. The paint shall consist of not less than two coats of Chrome-Yellow polyurethane enamel, acrylic enamel, acrylic urethane, or similar high durability, long life paint as required by the purchaser, applied to produce full hiding.

A.2.14.3 Quality: The finished paint shall be free of "fisheye," "orange peel," chips, runs, or other imperfections that detract from the equipment's corrosion resistance and appearance.

A.2.15 Miscellaneous

A.2.15.1 Plastic Plates: Plastic plates are acceptable only in locations that are not exposed to the elements and subject to weathering or excessive heat.

A.2.15.2 Information: Plates shall identify make, model, serial number, and any other relevant data.

A.2.15.3 Technical Publications: The manufacturer shall furnish one complete set of manuals. One set of manuals shall consist of an Operator's manual, Parts Manual, and Maintenance and Service Manual.

A.2.15.4 Operator's Manual: The operator's manual includes lubrication charts and instructions.

A.2.15.5 Parts Manual: The parts manual identifies and lists all parts, components, and sub-assemblies used in the fabrication of the carrier vehicle and mounted equipment

A.2.15.6 Maintenance and Service Manual: A maintenance and service manual provides guidance to non-specialists for performing routine services. The manual should also describe in detail with appropriate schematics the overhaul and major maintenance procedures required to maintain and repair the vehicle. The maintenance manuals shall include complete schematics of the electrical, air, and hydraulic systems as applicable. Number codes on wires and hoses as found on the vehicle shall match those provided in the maintenance manual schematics.

A.2.15.7 Accessories and Tools: The carrier vehicle shall be equipped with tire tools, a jack, shear pins, and specialized tools as specified by the purchaser. They shall be kept either in a secure and readily accessible enclosure that is permanently affixed to the vehicle or in the maintenance facilities of the airport as required by the purchaser.

A.2.15.8 Lug wrench and any other special tire tool required to change a flat tire.

A.2.15.9 Jack: A jack specifically adapted to the carrier vehicle and of adequate capacity to be capable of raising it to a position where a flat tire can be changed.

A.2.15.10 Specialized Tools: Specialized tools required for routine servicing of the carrier vehicle and its auxiliary equipment.

A.2.16 Delivery

A.2.16.1 Shipment: The vendor (seller) is responsible for the safe and timely delivery of the vehicle and its accessories, spare parts, and tools to the agreed place of delivery.

A.2.16.2 Marking: Carrier vehicles shall be marked for shipment in accordance with instructions agreed to by the purchaser.

A.2.16.3 Instruction and Training: The manufacturer shall, at no additional cost, furnish the services of trained personnel to the purchaser at a time and place agreed to by all parties. These individuals shall provide instructions to airport personnel sufficient to familiarize themselves with the operational and maintenance characteristics of the vehicle and its auxiliary equipment. The period of instruction shall be as specified in the bid Special Terms and Conditions.
In accordance with SAE 5564;

In accordance with FAA 120/5220-20A;

Runway Broom with Airblast Specification and Carrier Vehicle Compatibility Requirements

Airport Operator Checklist

A6-1. Anticipated uses and/or features of brooms with airblast. See technical Specifications

A6-2. Sweeper speed needed to meet clearance time 20 mph.

A6-3. Type of sweeper desired: Pushed Broom.

A6-4. Airblast system.

A6-5. Size of broom length minimum for 18' swept path @ 30° and diameter 46".

A6-6. Type of brush shall be poly/wire.

A6-7. Optional equipment

A6-8. Other

Part B - Runway Brooms with Airblast Specification

A6-9. Runway Broom with airblast must be in accordance with SAE ARP 5564, Airport Runway Brooms.

A6-10. Additional equipment:

1. Airblast system (required).
2. Quick disconnects. Quick disconnects may be provided for all controls, hydraulic hoses/lines, electrical cables, drivelines, and instrumentation.
3. Fenders. Noncorrosive fenders and mud flaps help control snow, slush, and water by helping to keep them off of the sweeper.
4. Maintenance Free Batteries.
5. Automatic low oil pressure/high water temperature shut down devices.
6. Fire extinguisher.
7. Engine temperature and hydrostatic pressure loss warning devices.
8. Snow Shed Hood A hydraulically operated pivot-type hood shall be provided which allows the operator to tilt the hood to remove snow that has deposited on top during sweeping operations. Note: The snow shed hood is in addition to the standard hood. The snow shed hood shall be constructed of a skeletal steel framework with a black polyethylene cover bolted in place. The snow shed control system shall prevent operator error to cause damage to bristles or other components. The hood shall be able to tilt while the broom is rotating. The hydraulic pivot mechanism shall rotate the snow shed hood in a forward direction at a minimum of 100 degrees from the stowed (non-tilt) position. The snow shed hood shall be properly supported with supports to prevent damage from broom vibrations. It shall cover the entire length of the broom hood without interruptions to effectively remove accumulated snow from the top of the broom. An operator selectable automatic control mode shall provide hood lift and lower with one touch of the control switch. The Snow Shed Hood is required to raise 90 degrees to dump snow.
9. Plug in (weatherproof) engine block heater, 1500-watt, 120 V
10. Ether starting system – Engine ECM controlled
11. Central remote drain lines with valves for the broom and chassis.
12. Broom speed tachometer with broom hydrostatic pressure gage, both in cab.
13. Spare broom core assemblies (6 sections) in order that the cores can be preloaded with new segments for quick change during snow operations
14. Set of 2 broom carts for easy broom core loading
15. Two (2) replacement caster wheel, tire, bearing and axle assembly
16. Broom head vibrator: Attached to the broom head shall be a dump truck body vibrator to shake snow and ice accumulation off the broom head, 12 volt "Cougar" type or equivalent. 3200 pounds thrust impact force minimum. The vibrator shall be cab controlled with on / off rocker style switch.

17. Chassis Air Conditioner shall be 23,000 BTU minimum rating.
18. An additional external set of battery jumper terminals shall be installed to provide a convenient location for attachment of jumper cables without removing the battery box cover. The jumper terminals are to be mounted near the master disconnect switch and protected by plastic color coded covers to prevent inadvertent contact and reduce the chance for corrosion.
19. Two (2) complete sets of bristles in the boxes in order that cores can be preloaded for quick change during snow operations.
20. Automatic broom pattern control:
 - a. In addition to the manual system brush pattern adjustment, there shall be automatic broom pattern control with adjustment from cab. There shall be a three-position momentary toggle switch in the cab. Toggle forward increases the pattern in predetermined increments. Toggle back and the pattern is decreased in predetermined increments. (These broom pattern adjustments can be achieved in the cab while moving and without raising the broom head). There shall be an additional three-position pattern control switch at the exterior control box left side of chassis for control from outside. When the switch is in the run position, a time-based system shall be used to readjust the broom pattern by counting the time in the broom down position. When the preset time is reached, the broom head will index down a preset amount. At that time the timer is reset and restarts counting. Time running in the up mode is not counted. Manually adjusting the pattern from the cab or broom head will reset the timer.
21. Radio with weather band.
22. Full width rear bumper, 12" in height (minimum).
23. Front engine shall have a PTO flange for mounting a front mounted hydraulic pump to be driven directly off the crank shaft.
24. The complete vehicle shall be painted with one (1) coat of metal primer and two (2) coats of FAA approved Chrome Yellow acrylic urethane.
25. The complete vehicle (underside of fenders, inside lower doors, inside fender supports, underside of cab floor, interior cab floor, underside of battery box, and underside of fuel tanks) shall be treated with VOC rustproofing protection.
26. Each vehicle shall be equipped with a Road Watch sensor that measures both air and pavement temperatures in (Fahrenheit).

ADDITIONAL REQUIREMENTS

Acquire One (1) snow removal equipment (SRE): All wheel drive-all wheel steer, two engine design, high speed, front mount runway broom with airblast system

MANUALS AND ELECTRONIC SCHEMATICS

Successful bidder shall provide one (1) complete set of manuals: operators, parts, and service, plus internet access to parts books.

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

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

WARRANTY

The bidder shall warrant his/her equipment as to the specified capacities and performance, and to be free from all defects in design, material and workmanship. All labor, transportation cost and defective parts shall be replaced free of cost. THIS GUARANTEE SHALL CONTINUE FOR ONE (1) YEAR AFTER COMMENCEMENT OF ACTUAL OPERATION OF THE EQUIPMENT. No exceptions to the guarantee requirement will be accepted. Additionally, the engines and the automatic transmission shall be warranted for a minimum period of three (3) years after commencement of actual operation of the equipment.

The bidder shall furnish with the bid, all standard manufacturers' warranty policy pertaining to the vehicles bid.

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

1. Duration of warranty period of vehicle, engine and transmission etc.
2. Warranty procedure
3. Disclaimers
4. All component manufacturer warranties, which exceed the one (1) year basic vehicle warranty, shall also be included in the bid

Upon notice, the manufacturer of 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 guarantee provisions of this specification shall be the sole responsibility of the manufacturer/factory-authorized dealer.

Contractor shall arrange at their expense for a manufacturer factory authorized service representative to perform a complete service inspection, at the Authority's facility, at 12 months after final vehicle acceptance has occurred. The Authority reserves the right to request the contractor to complete similar inspections prior to the expiration of any extended warranties. The Authority will receive a copy of evaluation within ten (10) days of inspection and the contractor will conduct and corrective action in a timely and professional manner in accordance with the stated guarantee and warranty.

ADDITIONAL REQUIREMENTS - CONTINUED

COMPONENT SOURCING

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

SUPPORT

Due to the critical nature of this machinery and the specialized design of the equipment, prompt service and technical support are considered an integral part of its purchase. All bidders must be the manufacturer and/or authorized dealer of the vehicle proposed with enclosed and heated service facilities for the purpose of vehicle maintenance.

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

As required, the service facility must be equipped to handle service for the following: body repairs, paint work, welding, frame and spring repairs and power train repairs.

The service facility must provide a technical support telephone contact number. User inquiries shall receive a response to all technical support issues within eight (8) hours. Phone or email response is acceptable.

The bidder shall provide verification and proof that they and chassis manufacturer have had an established and legally binding agreement for a minimum of one (1) year.

Further, the Authority reserves the option to travel to and inspect the bidder's sales and service facilities. This option will be exercised within fifteen (15) business days of the bid opening. Clear evidence of experience in servicing the unit offered must be shown or the bidder will be determined to be unqualified and, therefore, their bid will be determined to be unresponsive.



Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

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Record of Changes

No.	Date	Item	Change
1	1/29/2016	Entire Document	Re-structured document to enhance user understanding of use and applicability; added suggested provisions for “Termination for Cause”, “Recovered Materials”, “Seismic Safety”.
2	6/10/2016	Table 1	Distracted Driving: Updated “Dollar Threshold” to \$3,500 to reflect current micro-purchase threshold.
3	6/10/2016	A2, Affirmative Action	Update the reference to the Department of Labor online document to be “Participation Goals for Minority and Females”
4	6/10/2016	A12, Disadvantaged Business Enterprise	<p>A12.3: Changed Title to “Required Provisions”</p> <p>A12.3.1: Corrected starting timeframe for submitting written confirmation from “Owner Notice of Award” to “bid opening”</p> <p>A12.3.1: Provided two sets of last paragraphs to reflect change (7 days to 5 days) that occurs on December 31, 2016.</p> <p>A12.3.2: Moved Race/Gender Neutral language up and renamed heading to reflect text is solicitation language.</p> <p>A12.3.3: Moved and renamed contract clause information and clarified it is for prime contract covered by a DBE program.</p>
5	12/12/2017	Cover	Change title of document for clarity
6	12/12/2017	1. Purpose of this Document	<p>Added clarifying text addressing purpose and limitations of this guidance.</p> <p>1.7-1.9: Added definitions of contract, applicant, bid</p>

No.	Date	Item	Change
7	12/12/2017	2. Sponsor requirements	Added clarifying text addressing sponsor responsibilities.
8	12/12/2017	3. Typical Procurement Steps	Added clarifying text for typical procurement process steps.
9	12/12/2017	Table 1 – Applicability Matrix	Re-arranged table in alphabetic order. Added “Solicitation” column to address solicitation provisions Item I, Seismic Safety: Added Limited Application Added note on Airport Concessions Disadvantaged Business Enterprises
10	12/12/2017	All Clauses	Clarifying revisions made to applicability section.
11	12/12/2017	A5, Civil Rights - General	Rephrased General Civil Rights Provision to simplify language and to clarify duration of obligation for tenant/concessionaire/lessee
12	12/12/2017	A6.3.1 Civil Rights – Solicitations	Added sponsor must select either DBE or ACDBE
12	12/12/2017	A12, Disadvantaged Business Enterprise	The deadline to submit DBE confirmation of participation is now 5 days after bid opening or as a matter of bid responsiveness. Updated DBE contract assurance (12.3.3) to match language of 49 CFR § 26.13
13	12/12/2017	A24, Tax Delinquency and Felony Conviction	New certification addressing contractor tax delinquency and felony conviction.
14	6/19/2018	6.2.1, Applicability of Title VI Solicitation Notice	For Title VI Clauses for Compliance with Nondiscrimination Requirements, change second sentence in second column to changed “are already subject to nondiscrimination requirements” to “are not already subject to nondiscrimination requirements”.
15	6/19/2018	A6.4.1, Title VI Clauses for Compliance with Nondiscrimination Requirements	In second item, changed “are already subject to nondiscrimination requirements” to “are not already subject to nondiscrimination requirements”.

CONTRACT GUIDANCE

1. Purpose of this Document

- 1) The purpose of this document is to establish a convenient resource for Sponsors that consolidates all possible provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program. The source of requirements addressed within this document are identified within the section for each individual clause.
- 2) Federal laws and regulations require that an sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.
- 3) The term **sponsor** is used in this document to mean either an obligated sponsor on a project that is not federally funded, or a sponsor on an AIP funded project.
- 4) The term **Owner** is generally used in the solicitation or contract clauses because of its common use in public contracts.
- 5) An Owner becomes an obligated sponsor upon acceptance of the Airport Improvement Program (AIP) grant assurances associated with current or prior AIP grant funded projects.
- 6) For purposes of determining requirements for contract provisions, the term **contract** includes subcontracts and supplier contracts such as purchase orders.
- 7) For purpose of remaining compliant with its obligations, a sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.
- 8) The term **contractor** is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).
- 9) The term **bid** is understood to mean a bid, an offer, or a proposal.
- 10) **Applicant:**
 - a. For the Equal Employment Opportunity (EEO) clause, the term **applicant** means an applicant for employment (whether or not the phrase, *for employment*, follows the word applicant or applicants).
 - b. For all other clauses, the term **applicant** means a bidder, offeror, or proposer for a contract.

2. Sponsor Requirements

In general, the sponsor must take the following actions in order to remain consistent with its obligations:

- 1) Include in its procurements the provisions that are applicable to its project.

- 2) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.
- 3) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled *Applicability* advises whether a particular clause or provision has mandatory language that a sponsor must use.
 - (a) Mandatory Language - Whenever a clause or provision has mandatory text, the sponsor must incorporate the text of the provision **without change**, except where specific adaptive input is necessary (e.g. such as the sponsor's name).
 - (b) No Mandatory Language Provided - For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some sponsors may already have standard procurement language that is equivalent to those federal provisions. In these cases, sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.
- 4) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement).
- 5) Require the contractor (including all subcontractors) to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
- 6) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.
- 7) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

3. Typical Procurement Steps

The usual procurement steps in a project are:

- 1) Solicitation, Request for Bids or Request for Proposals – This is also called the Advertisement or Notice to Bidders.
- 2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications and related project documents.
- 3) Bid/Proposal Evaluation – Period when Sponsor tabulates and reviews all proposals for bid responsiveness and bidder responsibility.
- 4) Award – Point when the Sponsor formally awards the contract to the successful bidder.

- 5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement to perform services or provide goods.

4. Applicability Matrix for Contract Provisions

[Table 1](#) summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the sponsor may incorporate references in the **solicitation** in lieu of including the entire text.

Meaning of cell values

- Info – Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD - Provision the sponsor must incorporate into procurement documents.

Table 1 – Applicability of Provisions

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
Access to Records and Reports	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Affirmative Action Requirement	\$10,000	REQD	Limited	REQD	Limited	Limited	n/a
Breach of Contract	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
Buy American Preferences	\$ 0	REF	Limited	REQD	REQD	Limited	n/a
(1) Buy American Statement	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(2) BA – Total Facility	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(3) B.A. – Manufactured Product	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
Civil Rights – General	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
Civil Rights - Title VI Assurances	\$ 0	REF	REQD	REQD	REQD	REQD	REQD
(1) Notice - Solicitation	\$ 0	REQD	REQD	REQD	REQD	REQD	REQD
(2) Clause - Contracts	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
(3) Clause – Transfer of U.S. Property	\$ 0	NIS	n/a	n/a	n/a	Limited	REQD
(4) Clause – Transfer of Real Property	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(5) Clause - Construct/Use/Access to Real Property	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(6) List – Pertinent Authorities	\$0	NIS	REQD	REQD	REQD	REQD	REQD
Clean Air/Water Pollution Control	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
Contract Work Hours and Safety Standards	\$100,000	NIS	Limited	REQD	Limited	Limited	n/a
Copeland Anti-Kickback	\$ 2,000	NIS	Limited	REQD	Limited	Limited	n/a
Davis Bacon Requirements	\$ 2,000	REF	Limited	REQD	Limited	Limited	n/a
Debarment and Suspension	\$25,000	REF	REQD	REQD	REQD	Limited	n/a
Disadvantaged Business Enterprise	\$ 0	REF	REQD	REQD	REQD	REQD	n/a
Distracted Driving	\$3,500	NIS	REQD	REQD	REQD	REQD	n/a
Energy Conservation Requirements	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Equal Employment Opportunity	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(1) EEO Contract Clause	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(2) EEO Specification	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
Federal Fair Labor Standards Act	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
Foreign Trade Restriction	\$ 0	REF	REQD	REQD	REQD	REQD	n/a
Lobbying Federal Employees	\$ 100,000	REF	REQD	REQD	REQD	REQD	n/a
Occupational Safety and Health Act	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
Prohibition of Segregated Facilities	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
Recovered Materials	\$10,000	REF	Limited	REQD	REQD	Limited	n/a
Rights to Inventions	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Seismic Safety	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Tax Delinquency and Felony Conviction	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Termination of Contract	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
Veteran's Preference	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a

Airport Concessions Disadvantage Business Enterprise (ACDBE) Notes:

1. Language relative to solicitation for ACDBEs does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.
2. Airport sponsors must include the appropriate Title VI language in their solicitation notices when they seek proposals for concessions.

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

A1.2 APPLICABILITY

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

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

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

A1.3 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.1 SOURCE

41 CFR part 60-4

Executive Order 11246

A2.2 APPLICABILITY

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

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

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

Contract Types –

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

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

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

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

Use of Provision – MANDATORY TEXT. The sponsor must:

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

A2.3 SOLICITATION CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

Timetables

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

Goals for female participation in each trade: 6.9%

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

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

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

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

A3 BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR § 200 Appendix II(A)

A3.2 APPLICABILITY

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

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

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

A3.3 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

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

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

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

A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

A4.2 APPLICABILITY

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

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

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

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

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

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

Contract Types –

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

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

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

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

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

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

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

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

A4.3 SOLICITATION CLAUSE

A4.3.1 Buy American Preference Statement

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

A4.3.2 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

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

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

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

Date

Signature

Company Name

Title

A4.3.3 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

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

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

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

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

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

A5.2 APPLICABILITY

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

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

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

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

A5.3 CONTRACT CLAUSE (Use the Correct Clause for the Situation)

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A5.3.2 Clause that is used for Lease Agreements or Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

A6.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

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

The clauses are as follows:

A6.2.1 Applicability of Title VI Solicitation Notice

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

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

A6.3 SOLICITATION CLAUSE

The sponsor must include this clause in:

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

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

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

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.2 Title VI Clauses for Deeds Transferring United States Property

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

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

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

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

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

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease,

license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (***Title of Sponsor***) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Sponsor***) and its assigns.*

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

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

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

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

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.*

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

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 SOURCE

2 CFR § 200, Appendix II(G)

A7.2 APPLICABILITY

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

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

A7.3 CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 SOURCE

2 CFR § 200, Appendix II(E)

A8.2 APPLICABILITY

Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements

Contract Types –

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

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

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

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

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

A8.3 CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a

rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9 COPELAND “ANTI-KICKBACK” ACT

A9.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 and 5

A9.2 APPLICABILITY and PURPOSE

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

Contract Types –

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

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

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

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

Use of Provision – MANDATORY TEXT. 29 CFR Part 5 establishes specific language a sponsor must use in construction contracts. The sponsor may not make any modification to the standard language. Architectural/Engineering (A/E) firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “contractor” for “consultant” in such instances.

A9.3 CONTRACT CLAUSE

COPELAND “ANTI-KICKBACK” ACT

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

A10 DAVIS-BACON REQUIREMENTS

A10.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Part 5

A10.2 APPLICABILITY

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

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

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

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

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

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

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

A10.3 CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any

account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

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

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

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

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

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall

refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding.

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

3. Payrolls and Basic Records.

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

enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau,

withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A11 DEBARMENT AND SUSPENSION

A11.1 SOURCE

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

A11.2 APPLICABILITY

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

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

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

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

A11.3 SOLICITATION CLAUSE

A11.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 SOURCE

49 CFR part 26

A12.2 APPLICABILITY

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

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

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

Use of Provision –

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

A12.3 REQUIRED PROVISIONS

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

Information Submitted as a matter of bidder responsiveness:

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

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

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

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

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

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

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

A13.1 SOURCE

Executive Order 13513

DOT Order 3902.10

A13.2 APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

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

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

A13.3 CONTRACT CLAUSE

TEXTING WHEN DRIVING

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

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

A14 ENERGY CONSERVATION REQUIREMENTS

A14.1 SOURCE

2 CFR § 200, Appendix II(H)

A14.2 APPLICABILITY

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

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

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

A14.3 CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

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

A15 DRUG FREE WORKPLACE REQUIREMENTS

A15.1 SOURCE

49 CFR part 32

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

A15.2 APPLICABILITY

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

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

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

A15.3 CONTRACT CLAUSE

None.

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A16.1 SOURCE

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

A16.2 APPLICABILITY

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

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

Contract Types –

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

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

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

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

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

A16.3 MANDATORY CONTRACT CLAUSE

A16.3.1 EEO Contract Clause

EQUAL OPPORTUNITY CLAUSE

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A16.3.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other

contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor

by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

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

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

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

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

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

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

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

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

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

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

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

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

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

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

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

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing

subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.1 SOURCE

29 USC § 201, et seq

A17.2 APPLICABILITY

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

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

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

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

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

A17.3 SOLICITATION CLAUSE

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

A18.2 APPLICABILITY

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

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

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

A18.3 CONTRACT CLAUSE

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under

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

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

A19 PROHIBITION of SEGREGATED FACILITIES

A19.1 SOURCE

41 CFR § 60

A19.2 APPLICABILITY

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

Contract Types – AIP sponsors must incorporate the Prohibition of Segregated Facilities clause in any contract containing the Equal Employment Opportunity clause of 41 CFR §60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

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

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

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

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

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 41 CFR § 60.

A19.3 CONTRACT CLAUSE

PROHIBITION OF SEGREGATED FACILITIES

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

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

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.1 SOURCE

29 CFR part 1910

A20.2 APPLICABILITY

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

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

A20.3 CONTRACT CLAUSE

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

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.1 SOURCE

2 CFR § 200.322

40 CFR part 247

Solid Waste Disposal Act

A21.2 APPLICABILITY

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

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

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

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

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

A21.3 CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS

A22.1 SOURCE

2 CFR § 200, Appendix II(F)

37 CFR §401

A22.2 APPLICABILITY

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

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

A22.3 CONTRACT CLAUSE

RIGHTS TO INVENTIONS

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

A23 SEISMIC SAFETY

A23.1 SOURCE

49 CFR part 41

A23.2 APPLICABILITY

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

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

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

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

Land – This provision will not typically apply to a property/land project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 49 CFR part 41.

A23.3 CONTRACT CLAUSE

A23.3.1 Professional Service Agreements for Design

SEISMIC SAFETY

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

A23.3.2 Construction Contracts

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.1 SOURCE

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

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

A24.2 APPLICABILITY

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

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

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

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

A24.3 CONTRACT CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

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

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

A25 TERMINATION OF CONTRACT

A25.1 SOURCE

2 CFR § 200 Appendix II(B)

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

A25.2 APPLICABILITY

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

Use of Provision –

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

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

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

A25.3 CONTRACT CLAUSE

A25.3.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

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

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

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

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

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

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

A25.3.2 Termination for Default

TERMINATION FOR DEFAULT (CONSTRUCTION)

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

TERMINATION FOR DEFAULT (EQUIPMENT)

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

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

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

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

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

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

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

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

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

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

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions

necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

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

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

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

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

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

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

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

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

A26 TRADE RESTRICTION CERTIFICATION

A26.1 SOURCE

49 USC § 50104

49 CFR part 30

A26.2 APPLICABILITY

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

Contract Types – The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision – MANDATORY TEXT. 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

A26.3 SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

A27 VETERAN'S PREFERENCE

A27.1 SOURCE

49 USC § 47112(c)

A27.2 APPLICABILITY

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

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

A27.3 CONTRACT CLAUSE

VETERAN'S PREFERENCE

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

DEVIATION FORM

All deviations from the requirements of this Request for Bids must be noted on this Deviation Form. In the absence of any entry on this Form, the prospective Bidder assures OWNER of their full agreement and compliance with the Specifications, Terms, and Conditions herein.

Each Proposal submitted in response to this Request for Bids shall contain a copy of this Deviation Form, which states the prospective BIDDER's commitment to the provisions in the Specifications. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in the Specifications must be expressly stated in the Deviation Form.

Section or Specification of RFB	Description of Deviation or Exception Taken (add continuation sheet if necessary)

THIS DEVIATION FORM MUST BE SIGNED BELOW BY EACH PROSPECTIVE BIDDER – WHETHER OR NOT THERE ARE DEVIATIONS LISTED – AND SUBMITTED WITH BIDDER'S PROPOSAL

Company Name

Authorized Signature

Date

References

Company Name:

Address:

City, State & Zip:

Contact Person:

Telephone #:

Email:

Company Name:

Address:

City, State & Zip:

Contact Person:

Telephone #:

Email:

Company Name:

Address:

City, State & Zip:

Contact Person:

Telephone #:

Email:

Company Name:

Address:

City, State & Zip:

Contact Person:

Telephone #:

Email:

Company Name:

Address:

City, State & Zip:

Contact Person:

Telephone #:

Email:

[illegible]

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid and are a condition of Bid responsiveness:

- ☐ Signed Proposal Form
- ☐ Acknowledgement of Addenda (if applicable)
- ☐ Deviation Form
- ☐ Certification from Manufacturer/Vendor stating equipment complies with applicable performance, design, and construction requirements of specifications.
- ☐ Certification from Manufacturer/Vendor and Certified Records of Compliance Tests as described in technical specifications.
- ☐ Evidence that Model to be furnished is commercially available and field tested per the Advisory Circular.
- ☐ List of Five (5) Airports, location and contacts, using similar salient equipment by the proposed manufacturer.
- ☐ Evidence of Bidder's Authority and qualification to do business in the State.
- ☐ Evidence of Authority to execute the bid.
- ☐ Warranty Statement
- ☐ Buy American Documents

ATTACHMENTS TO THIS BID IN SEPARATE ENVELOPE

The following document is submitted in a separate envelope and made a part of this Bid:

- ☐ Bid Guarantee (Bid Bond) in the form set forth in the Bidding Documents.