

Contract Documents for the Procurement of:

ELECTRIC PICKUP TRUCK AND CHARGER



MARQUETTE SAWYER REGIONAL AIRPORT

MARQUETTE COUNTY GWINN, MI

FAA Project Number: TBD

MARCH 2025



**MARQUETTE
SAWYER**
REGIONAL AIRPORT

C&S ENGINEERS, INC.
38777 SIX MILE ROAD, SUITE 202
LIVONIA, MICHIGAN 48152

Request for Bids (RFB) – Electric Pickup Truck and Charger

The County of Marquette (County), Marquette Sawyer Regional Airport (SAW), seeks bids from qualified vendors to provide an electric pickup truck and charger in accordance with the specifications listed below. Bids must be received no later than **April 28, 2025 at 3:00 p.m. EST**. Vendors shall submit the documents using the **Bid Form** contained at the end of this Request for Bids (RFB) by mail or in person in a sealed envelope, which identifies the proponent and states “**Marquette Sawyer Regional Airport Electric Pickup Truck and Charger**” on the outside of the envelope. Proposals must be delivered to: Airport Services Center, 125 G Avenue, Gwinn, Michigan 49841. Proposals will be publicly opened and read aloud at 125 G Avenue, Gwinn, Michigan 49841 at the date and time specified below.

PRE-PROPOSAL MEETING

There will be no pre-proposal meeting for this project.

SCHEDULE OF EVENTS

March 28, 2025 – RFB issued to Vendors

April 4, 2025 – Questions from Vendors due (written only)

April 11, 2025 – Addendum issued (if required)*

*All addendums and RFB documents will be posted on the County of Marquette and Marquette Sawyer Regional Airport’s websites.

April 28, 2025 – DUE DATE FOR RFB – (Bid Opening Immediately After)

3:00 p.m. EST *Responses received after the deadline **cannot** be considered and if mailed, will be returned unopened.*

METHOD OF SUBMITTAL: By mail or delivered in person.

April 28, 2025 – Opening of Bids @ 3:00 p.m. EST

Although every effort will be made to follow this schedule, the County reserves the right to modify the dates as necessary and to accommodate special circumstances. All RFB’s are due by the time specified. Any RFB received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. The County is not responsible for delays occasioned by the US Postal Service, the internal mail delivery system of the county, or any other delivery method employed by the Vendor.

TECHNICAL PROVISIONS

1. See attached documents in RFB.

PROPOSAL REQUIREMENTS

1. The contract will go into effect once the order is requested from the customer (Marquette Sawyer Regional Airport) after approval from the Marquette County Board is received.

RFP POINT OF CONTACT

Mia Held, ENV SP, Senior Consultant
C&S Engineers, Inc.
38777 Six Mile Road, Suite 202
Livonia, MI 48152
Telephone: 215-399-4699
Email: mheld@cscos.com

FORM OF RESPONSE

1. Bid response form and all applicable attached forms
2. Price must be firm for ninety (90) days.

PAYMENT TO CONTRACTOR

1. Payment will be made within 30 days after delivery of electric pickup truck and charger. The cost must include delivery fees.

The County will award the bid to the lowest responsive bidder. A responsive bidder is one that does not vary from specifications and terms required. The County reserves the right to wave irregularities in the bid proposals.

ADDENDUM ACKNOWLEDGEMENT FORM

Proponent Name: _____

Proponents must acknowledge by signature, receipt of addenda if issued.

Addendum No. 1: _____

Addendum No. 2: _____

Marquette Sawyer Regional Airport
Specifications for Electric Pickup Truck & Charger

Issued: March 28, 2025

Marquette County in Marquette, Michigan is seeking bids for **ONE (1) electric pickup truck and charger** for use at Marquette Sawyer Regional Airport.

Bid responses must include:

- Equipment costs, inclusive of all fees
- Estimated vehicle delivery date (as measured from the time of purchase order)
- Completed forms found within the enclosed Federal Contract Provisions, which are required in accordance with the Federal Aviation Administration (FAA) Airport Improvement Program (AIP):
 - A4: BUY AMERICAN PREFERENCE*
 - FAA Form 5100-137, Buy American Preferences – Final Assembly Questionnaire*
 - FAA Form 5100-136, Buy American Product Content Percentage Worksheet*
 - A24: TAX DELINQUENCY AND FELONY CONVICTIONS
 - Bidder's List Collection Form

Final awards and payment will be contingent upon receipt of a Zero Emissions Vehicle (ZEV) grant from the FAA and approval by the Aviation Department. The owner reserves the right to reject all bids.

Bids must be valid for a period of ninety (90) days to accommodate federal grant timelines.

** As required by the FAA, bidders are requested to coordinate with vehicle manufacturers to ensure that the proposed equipment meets the Buy American requirements. **At a minimum, 60 percent of vehicle components (by cost) must be sourced from the United States, and final assembly of the vehicle must take place in the United States.** The County will coordinate with the selected bidder to complete all necessary Buy American documentation. If Buy American documentation is not available at the time of bid submission, the County requests that bidders provide a statement of intent to provide the necessary documentation.*

Minimum Requirements:

- A. New Current Model ZEV Pickup Truck (QTY = 1)
 - I. Must meet FAA Buy American requirements.
 - II. Power doors, locks, windows and mirrors
 - III. Tilt steering wheel
 - IV. On-off road tires and full-size spare tire
 - V. All wheel drive
 - VI. Two door (2) or Four (4) door crew cab
 - VII. 8' bed
 - VIII. AM/FM Radio
 - IX. Bluetooth/hands free
 - X. Backup camera
 - XI. Factory tint on windows
 - XII. Daytime running lights

- XIII. Level 2 charging cord and charger, hardwired connection, wall-mounted and/or surface-mounted model with single port
- XIV. Spray-on bed liner
- XV. All weather mats
- XVI. Cloth seats
- XVII. Electric powered engine with a minimum of 300-mile range per charge
- XVIII. Heavy duty jack
- XIX. Class 3 hitch receiver with a minimum of 5,000 lbs. towing capacity
- XX. Factory Warranty
- XXI. Two (2) key fobs
- XXII. OEM factory-installed fully electric drivetrain
- XXIII. Vehicle color shall be white
- XXIV. Two (2) hard copy manuals and links to electronic manuals.
- XXV. Rust Proofing
- XXVI. Anti-Lock Brakes
- XXVII. Roof Mounted Light Bar – Vehicle shall be equipped with a full size LED light bar. The light bar shall be permanently mounted on roof. It shall contain amber and clear lights with clear forward facing flood light and clear takedown lights on both ends. Controls for light bar shall be mounted in cab near panel
- XXVIII. Warning lights – Vehicle to be equipped with LED flashing amber lights mounted in front grill and LED flashing clear lights mounted in the rear tail lights.
- XXIX. Air Band Radio- Vehicle equipped with a VHF Air band radio with permanent roof mounted antenna.
- XXX. Airport Logo – Vehicle shall be placarded with airport logo decals on either side door. (Logo design to be provided by airport.)
- XXXI. Running Boards – Vehicle to be equipped with steel running boards.
- XXXII. Fire extinguisher suitable for extinguishing a lithium-ion battery utilizing either a- (1) **Specialized extinguishing agent** OR a (2) **Class D fire extinguisher**

SECTION 11 11 36 - VEHICLE CHARGING EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Electric vehicle charging system equipment.
2. Electric vehicle supply equipment.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Product Listing: Include copy of unexpired approval letter, on letterhead of qualified electrical testing agency, certifying product's compliance with specified listing criteria.
 - a. If listed manufacturer differs from selling manufacturer, indicate relationship between entities on submittal. Clearly indicate which entity warrants product performance and fitness for purpose.
 - b. Listing criteria identified in approval letter must match specified listing criteria. UL label indicating approval of equipment's enclosure is not considered approval of equipment for intended application.
 - c. Product identification in approval letter must match product branding and model numbers in submittal. Approval letters for discontinued or superseded products are not acceptable for submitted product.
2. Include manufacturer's sample standard warranty language.

B. Shop Drawings: Prepare and submit the following:

1. Routing and attachment of permanent wiring.
 - a. Include plans, elevations, sections, details, and attachments to other work.

C. Field quality-control reports.

1.3 INFORMATIONAL SUBMITTALS

A. Manufacturer's published instructions.

1.4 CLOSEOUT SUBMITTALS

- A. Warranty documentation.
- B. Software and firmware service agreement.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Products or components listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
- B. Field Investigation and Approval Criteria: Installed EVSE investigated and approved by the local utility and labeled or marked before connection to power and system start-up.

2.2 ELECTRIC VEHICLE CHARGING SYSTEM EQUIPMENT

- A. UL FFTG - DC Level 3 EV Charging System Equipment (EVCE):
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Blink Charging
 - b. ChargePoint, Inc.; subsidiary of ChargePoint Holdings, Inc.
 - c. Enphase
 - d. ABB
 - 2. Source Limitations: Obtain products from single manufacturer.
 - 3. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:
 - a. EVCE: UL CCN FFTG; including UL 2202.
 - b. Personnel Protection: UL CCN FFUQ2; including UL 2231-1 and UL 2231-2.
 - 4. Standard Features: Complies with Article 625 of NFPA 70.
 - 5. Other Available Features Required by the Project:
 - a. Location Rating: Indoor/outdoor.
 - b. Input Feeder Rating: 480Y/277 V(ac), three phase, 60 Hz, 80A
 - c. Output Quantity: 2.
 - d. Output Wiring: Flexible cord, provided with cable management.
 - 1) Output Cable Nominal Length: 20 ft.

- 2) Cable management system.
 - 3) Output Attachment Plugs: CCS1 and CHAdeMO
 - e. Mounting: Concrete base mount.
 - f. Networking, provide as one of the following and capable of remote configuration and reporting:
 - 1) WAN Communications: Cellular LTE
 - 2) LAN Communications: Ethernet.
 6. Accessories:
 - a. Multifunctional Display: Provide electronic signage integral with charger pedestal that is capable of displaying operating instructions, video advertising, and other messages while charger is in operation.
- B. UL FFWA - AC Level 2 EV Supply Equipment (EVSE):
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Blink Charging
 - b. ChargePoint, Inc.; subsidiary of ChargePoint Holdings, Inc.
 - c. Enphase
 2. Source Limitations: Obtain products from single manufacturer.
 3. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:
 - a. EV Supply Equipment: UL CCN FFWA; including UL 2594.
 - b. Personnel Protection: UL CCN FFUQ2; including UL 2231-1 and UL 2231-2.
 4. Standard Features:
 - a. Complies with Article 625 of NFPA 70.
 5. Other Available Features Required by the Project:
 - a. Location Rating: Indoor/outdoor.
 - b. Input Feeder Rating:
 - 1) 208 to 240 V(ac), single phase, 60 Hz, 40 A
 - c. Input Feeder Type: Hard wired.
 - d. Output Quantity: 2
 - e. Output Wiring: Flexible cord, provided with cable management.
 - 1) Output Cable Nominal Length (Usable Length May Be Less): 20 ft.

- 2) Output Attachment Plug: Type 1 (SAE J1772).
- f. Mounting: Concrete base mount.
- g. Networking, provide as one of the following and capable of remote configuration and reporting:
 - 1) WAN Communications: Cellular LTE
 - 2) LAN Communications: Ethernet.

PART 3 - EXECUTION

3.1 INSTALLATION OF VEHICLE CHARGING EQUIPMENT

- A. Comply with manufacturer's published instructions.
- B. Reference Standards for Installation: Unless more stringent installation requirements are specified in the Contract Documents or manufacturer's published instructions, comply with the following:
 1. Electrical Construction: ICC IBC, ICC IFC, NFPA 1, NFPA 70, and NECA NEIS 1.
 2. Electrical Safety: NFPA 70E.
 3. Grounding and Bonding: NECA NEIS 331 and Article 250 of NFPA 70.
 4. Communications Work: BICSI N1.
 5. Work in Basements and Other Developed Subterranean Spaces: NFPA 520.
 6. Electric Vehicle Power Transfer System: Article 625 of NFPA 70 and NECA NEIS 413.
 7. Consult Architect for resolution of conflicting requirements.
- C. Special Installation Techniques:
 1. Hard-Wired Connection: Provide fusible safety switch, that is lockable in "Off" position, in readily accessible location for termination of input cable.
 2. Fastened in Place: Comply with manufacturer's published instructions for installing mounting hardware. Provide manufacturer's recommended seismic controls when required for compliance with the Project's requirements.
 3. Fixed in Place: Comply with manufacturer's published instructions for installation and torquing of hardware fasteners. Provide manufacturer's recommended seismic controls when required for compliance with the Project's requirements.
 4. Base Mounting: When indicated on Drawings or in manufacturer's published instructions, provide concrete bases for installing vehicle charging equipment.
 5. Identification: Provide labels for vehicle charging equipment and associated electrical equipment.
 - a. Identify field-installed conductors, interconnecting wiring, and components.
 - b. Provide warning signs.
 - c. Label each enclosure with engraved metal or laminated-plastic nameplate.

D. Cybersecurity:

1. Software:

- a. Coordinate security requirements with IT department.
- b. Ensure that latest stable software release is installed and properly operating.
- c. Disable or change default passwords to password of at least eight characters in length, using a combination of uppercase and lower letters, numbers, and symbols. Record passwords and turn over to party responsible for system operation and administration.

2. Hardware:

- a. Coordinate location and access requirements with IT department.
- b. Enable highest level of wireless encryption that is compatible with Owner's information and communications technology network.
- c. Disable dual network connections.

E. Interfaces with Other Work:

1. Coordinate installation of new vehicle charging equipment with existing conditions.
2. Work must be rated to handle available fault current on input feeder.
3. Provide appropriate warning labels for arc-flash hazard on input feeder.

3.2 FIELD QUALITY CONTROL OF VEHICLE CHARGING EQUIPMENT

A. Administrant for Electrical Power Tests and Inspections:

1. Engage factory-authorized service representative to administer and perform tests and inspections on components, assemblies, and equipment installations, including connections.

B. Administrant for Communications Tests and Inspections:

1. Engage factory-authorized service representative to administer and perform tests and inspections on components, assemblies, and equipment installations, including connections.

C. Field tests and inspections must be witnessed by authorities having jurisdiction.

D. Tests and Inspections:

1. Perform manufacturer's recommended tests and inspections.
2. For each unit of vehicle charging equipment, perform the following tests and inspections:
 - a. Unit self-test.
 - b. Operation test with EV.

c. Network communications test.

E. Nonconforming Work:

1. Unit will be considered defective if it does not pass tests and inspections.
2. Remove and replace defective units and retest.

F. Field Quality-Control Reports: Collect, assemble, and submit test and inspection reports.

3.3 SYSTEM STARTUP

A. Perform startup service.

1. Complete installation and startup checks in accordance with manufacturer's published instructions.

END OF SECTION 11 11 36

FEDERAL CONTRACT PROVISIONS

Required contract provisions for Airport Improvement Program (AIP) and for obligated sponsors.

1. REQUIRED CONTRACT PROVISIONS

Federal laws and regulations require that specific contract provisions be included in certain contracts, requests for proposals, or invitations to bid **whether or not** the contracts are federally-funded. This requirement is established within the grant assurances. Other contract provisions are required to be in federally-funded contracts, including all subcontracts. For purposes of determining requirements for contract provisions, the term **contract** includes subcontracts.

The type and magnitude of a project determines whether a provision is required. Some Federal provisions have dollar thresholds that define when they are applicable. The majority of the Federal provisions may be incorporated within the contract itself. However, certain Federal notices are required to be identified within the Notice-to-Bidders.

1.1. GENERAL REQUIREMENT FOR CONTRACTS.

In general, the sponsor must:

- 1) Physically incorporate these contract provisions (not simply by reference) in each contract funded under AIP;
- 2) Require the contractor (including all subcontractors) to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
- 3) Require the contractor (or subcontractor) to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 4) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
- 5) Not modify the provisions. Minor additions covering state or sponsor requirements may be included in a separate supplemental specification, provided they do not conflict with federal laws and regulations and do not change the intent of the required contract provision.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

1.2. GENERAL REQUIREMENT FOR REQUESTS FOR BIDS (ADVERTISEMENT) AND NOTICE TO BIDDERS

In general, the sponsor may incorporate certain provisions *by reference* in the Request for Bids (the Advertisement) rather than including the entire text of the provision in the Request or Notice. The provisions that can be incorporated by reference in the Request or Notice are:

- 1) Buy American Preference
- 2) Foreign Trade Restriction

- 3) Government wide Debarment and Suspension
- 4) Government wide Requirements for Drug-free Workplace

1.3. *GENERAL REQUIREMENTS FOR ALL CONTRACTS ENTERED INTO BY OBLIGATED SPONSORS.*

Where noted, the sponsor must include certain notifications in contracts or solicitations for proposals regardless of funding source.

1.4. *FAILURE TO COMPLY WITH PROVISIONS.*

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1) Withhold progress payments or final payment,
- 2) Terminate the contract,
- 3) Seek suspension/debarment, or
- 4) Any other action determined to be appropriate by the sponsor or the FAA.

1.5. *REQUIRED CONTRACT PROVISIONS.*

The following list summarizes the contract provisions and to what types of contracts the provisions apply:

All Contracts Regardless of Funding Source

- a. Civil Rights – General
- b. Civil Rights – Title VI

All AIP Funded Contracts

- a. Access to Records and Reports
- b. Buy American Preferences
- c. Civil Rights – General
- d. Civil Rights - Title VI
- e. Disadvantaged Business Enterprises
- f. Energy Conservation Requirements
- g. Federal Fair Labor Standards Act (Minimum Wage)
- h. Lobbying and Influencing Federal Employees
- i. Occupational Safety and Health Act
- j. Trade Restriction Clause
- k. Veteran’s Preference

Additional Provisions for AIP Funded Contracts that are \$10,000 and greater

- a. Termination of Contract

Additional Provisions for AIP Funded Contracts that are \$25,000 and greater

- a. Debarment and Suspension

Additional Provisions for AIP Funded Contracts that are \$100,000 and greater

- a. Breach of Contract
- b. Clean Air and Water Pollution Controls

A1 ACCESS TO RECORDS AND REPORTS

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENT (Section not applicable.)

A3 BREACH OF CONTRACT TERMS

BREACH OF CONTRACT TERMS

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

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

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

A4 BUY AMERICAN PREFERENCE

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.

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-137, Buy American Preferences – Final Assembly Questionnaire

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



-- CONFIDENTIAL --
NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4
OF THE FREEDOM OF INFORMATION ACT

Buy American Preferences – Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

Company Name:

Date:

FAA Eligible Item:

FAA Item Number (if applicable):

Address of Final Assembly Location:

1. Provide a description of the assembly process occurring at the specified final location in the United States.
 - a. Describe the final assembly process and its various operations.

 - b. How long does the final assembly process take to complete?

2. Provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.
 - a. How many employees are involved in the final assembly process and what is the general skill level of those employees?

 - b. What type of equipment is used during the final assembly process?

 - c. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: _____

Name:



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-136, Buy American Product Content Percentage Worksheet

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



– CONFIDENTIAL –
NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Buy American Product Content Percentage Worksheet

Company Name:

Date:

Address:

Point of Contact:

Telephone:

Fax:

Email:

Product Structure: Multi-Level Bill of Materials (through level 2 only)

FAA Eligible Item:

FAA Item Number (if applicable):

Total Material Cost:

US Content (%) (attach Certificate of Origin, US Customs Form 434, if applicable):

Other (%):

Address of Final Assembly Location:

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: _____

Name:

Instruction: Items listed in Federal Acquisition Regulation Part 25.104 may be counted as US Origin but should include a note stating the item is exempt in 25.104.

Level codes: Level **0** is the final product; Level **1** is a component; Level **2** is a sub-component.

Level (0, 1, 2)	Part Number	Item Description	Quantity Per Unit	Unit of Measure	Price/Unit of Measure	US Origin Price/Unit of Measure	US Origin Cost/Each	Other Price/Unit of Measure	Other Cost/Each

- CONFIDENTIAL -
NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Part Number	Item Description	Quantity Per Unit	Unit of Measure	Price/Unit of Measure	US Origin Price/Unit of Measure	US Origin Cost/Each	Other Price/Unit of Measure	Other Cost/Each

A5 CIVIL RIGHTS – GENERAL

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.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The 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 will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **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.

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

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 (Section not applicable.)

A9 COPELAND “ANTI-KICKBACK” ACT (Section not applicable.)

A10 DAVIS-BACON REQUIREMENTS (Section not applicable.)

A11 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

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

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.

Contract Assurance (§ 26.13) –

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

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 10 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 Owner. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

TEXTING WHEN DRIVING

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

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

A14 ENERGY CONSERVATION REQUIREMENTS

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 6201et seq).

- A15 DRUG FREE WORKPLACE REQUIREMENTS (Section not applicable.)**
- A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO) (Section not applicable.)**
- A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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 (Section not applicable.)

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

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 (Section not applicable.)

A23 SEISMIC SAFETY (Section not applicable.)

A24 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.
- 1) The applicant represents that it is (✓) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

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

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

A25 TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

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

Owner agrees to pay Contractor for:

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

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

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

TERMINATION FOR 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.

A26 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.

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.

A27 VETERAN'S PREFERENCE

VETERAN'S PREFERENCE

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

**Bidder's List Collection Form
(Bidder's Information)**

The sponsor is required by CFR Title 49, Subtitle A, Part 26, Subpart A, Section 26.11 to collect the following information from the bidder. As such, it is the responsibility of the bidder to complete the following information as a condition of submitting a proposal for this project. The sponsor will consider incomplete information to be an irregular proposal.

Airport Name: **Marquette Sawyer Regional Airport** AIP No. **TBD**

Project Name: **Electric Pickup Truck & Charger**

Bidder's Information

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year	<input type="checkbox"/> Less than \$500K
			<input type="checkbox"/> 1-3 years	<input type="checkbox"/> \$500K - \$1M
			<input type="checkbox"/> 4-7 years	<input type="checkbox"/> \$1-\$2M
			<input type="checkbox"/> 8-10 years	<input type="checkbox"/> \$2-\$5M
			<input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> More than \$5M

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

(Subcontractor's Information)

The sponsor is required by CFR Title 49, Subtitle A, Part 26, Subpart A, Section 26.11 to collect the following information from each subcontractor submitting a quote, bid or proposal to the bidder. As such, it is the responsibility of the bidder to complete the following information as a condition of submitting a proposal for this project. The sponsor will consider incomplete information to be an irregular proposal.

Please note that the information requested below must be filled out for each quote received by the bidder, regardless of DBE status. For example, if the bidder requests quotes from three contractors for electrical work, the information requested below must be filled out for the three subcontractors. It is important to note that providing the information does not commit the bidder to using any one of the three subcontractors in the work.

Airport Name: **Marquette Sawyer Regional Airport** AIP No. **TBD**

Project Name: **Electric Pickup Truck & Charger**

Subcontractor's Information

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	<hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	<hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	<hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
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(Copy this form and submit with your original proposal if more space is needed.)

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

MARQUETTE SAWYER REGIONAL AIRPORT

PROCUREMENT OF AIRPORT ELECTRIC PICKUP TRUCK AND CHARGER

BIDDERS ARE REQUIRED TO COMPLETE ALL SHADED FIELDS*

ITEM NUMBER	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	NEW AIRPORT ELECTRIC PICKUP TRUCK AND CHARGER	1	LUMP SUM		
2	INSTALLATION OF ELECTRIC CHARGER	1	LUMP SUM		
TOTAL BID (in numbers)					
TOTAL BID (in words)					