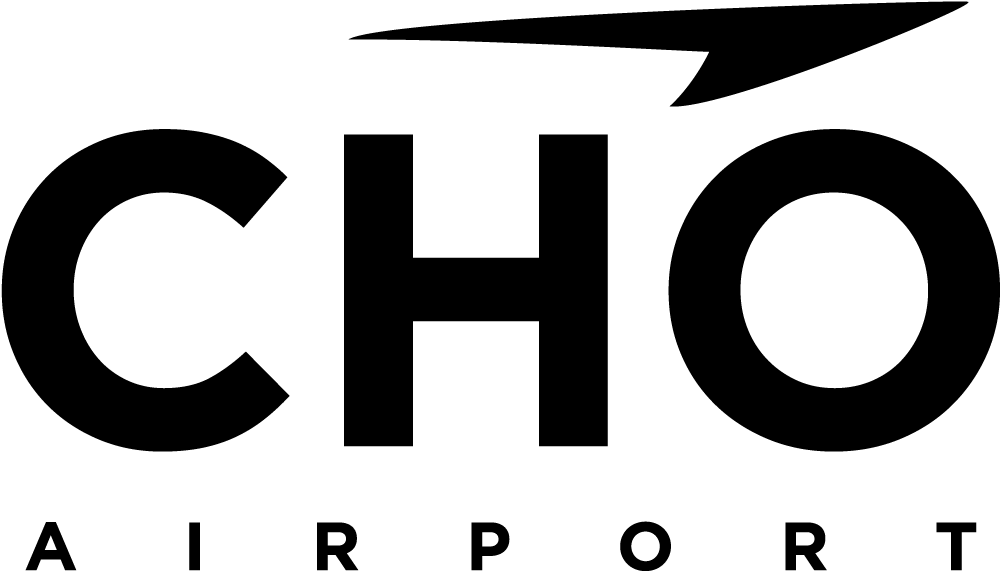
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**CHARLOTTESVILLE- ALBEMARLE AIRPORT**

**CHARLOTTESVILLE, VIRGINIA**

**ONE (1) NEW, HI-SPEED, RUNWAY DEICING CHASSIS WITH 4,000 GALLON TANK AND 12’ REVERSABLE TRIP EDGE SNOW PLOW WITH POLYETHYLENE MOLDBOARD**

**Bid #2021-03**

**SPECIFICATIONS**

**April, 2021**

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY**

**INVITATION TO BID (ITB)**

**Bid #2021-03**

**ONE (1) NEW, HI-SPEED, RUNWAY DEICING CHASSIS WITH 4,000 GALLON TANK AND 12’ REVERSABLE TRIP EDGE SNOW PLOW WITH POLYETHYLENE MOLDBOARD**

The Charlottesville-Albemarle Airport Authority, acting by and through the Executive Director, invites bids for the purchase of **one (1) NEW, HI-SPEED, RUNWAY DEICING CHASSIS WITH 4,000 GALLON TANK AND 12’ REVERSABLE TRIP EDGE SNOW PLOW WITH POLYETHYLENE MOLDBOARD.** The specifications for the vehicle generally conform to FAA Advisory Circular 150/5220-20A unless otherwise specifically described in the detailed technical specifications.

Copies of the Bid Documents and Specifications are available upon request to Jason Devillier, Director of Operations, Maintenance & Construction, Charlottesville-Albemarle Airport Authority, 100 Bowen Loop, Suite 200, Charlottesville, Virginia, 22911, (434) 973-8342.

Bids will be received until 1:00pm, local prevailing time, April 30, 2021, by the Director of Operations & Maintenance, Charlottesville-Albemarle Airport Authority, 100 Bowen loop, Suite 200, Charlottesville, Virginia, 22911. Each bid must be contained in an envelope which shall be sealed, conspicuously endorsed with the bidder’s name, date, and time Bid is to be received and may be either mailed or hand delivered. Bids will be opened and read aloud in the Authority offices at 1:00 pm, local prevailing time, April 30, 2021. Bids received after 1:00 pm local prevailing time will be returned unopened.

The Bid must be submitted on the blank form furnished by the Authority and must give all information required. This is Attachment A included in the ITB.

The Authority reserves the right to accept or reject any or all bids and to waive any informalities in Bids received, if it is in the best interest of the Authority to do so.

F. Jason Devillier, C.M.

Director of Operations, Maintenance & Construction

Charlottesville-Albemarle Airport Authority

**CHARLOTTESVILLE-ALBEMARLE AIRPORT**

**AUTHORITY INVITATION TO BID**

**ITB SCHEDULE OF EVENTS**

Bid posting date: April 21, 2021

Deadline for submission of bid questions: April 28, 2021

Bids Open: April 30, 2021

**GENERAL CONDITIONS**

1. Bids must be submitted in a sealed envelope with the outside of the envelope marked in the lower left hand corner as follows:

**ONE (1) NEW, HI-SPEED, RUNWAY DEICING CHASSIS WITH 4,000 GALLON TANK AND 12’ REVERSABLE TRIP EDGE SNOW PLOW WITH POLYETHYLENE MOLDBOARD**

**April 30, 2021**

**1:00 PM**

1. Bids will be time stamped upon receipt and retained unopened in a secure location until bid opening. FACSIMILE AND TELEGRAPHIC BIDS SHALL NOT BE ACCEPTED AS RESPONSES FOR COMPETITIVE SEALED BIDDING.
2. No consideration will be given to date of postmark.
3. The Airport Authority reserves the right to accept or reject any or all bids in whole or in part and to waive any informality in the bid. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule. The Authority reserves the right to terminate the procurement process at any time if the Authority deems it is in its best interest to do so.
4. The specification herein is intended to indicate the character, quality and/or performance of the goods or services desired. Unless qualified by the provision “No Substitute” the name of a brand, manufacturer or catalog designation does not restrict the bidder to that brand or manufacturer. Alternates to the specified goods or service will be considered to the extent that such action is deemed in the best interest of the Airport Authority. The Authority, in its sole discretion, shall determine if an article is an equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended.
5. The Airport Authority will assume no responsibility for oral instruction, suggestion or interpretation. . Any question regarding the bid documents and/or specifications should be directed to F. Jason Devillier, Director of Operations and Maintenance. Any material change will be submitted to all bidders through issuance of an addendum.
6. Modification of or corrections to bids are not acceptable after bids have been opened. Erroneous bids may be reclaimed or superseded any time prior to bid opening time. Any new bid must be marked with the additional notation “Supersedes all previous submissions.”
7. Identity of bidders, except in the case of construction contracts, will not be disclosed prior to bid opening.
8. As part of this bid a notarized Certificate of No Collusion must be submitted with the bid.

10. Unless otherwise noted below no bid may be withdrawn from consideration for 120 days from

bid opening. A bidder may withdraw a bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall submit the original work papers, documents and materials used in the preparation of the bid at or prior to the time fixed for the opening of bids. Thereafter, the bidder shall have two days after the opening of bids within which to claim in writing any mistake as defined herein and withdraw his bid. Such mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials may be considered as trade secrets or proprietary information. No bid may be withdrawn when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

1. Do not include taxes, including excise taxes in your quotation. A tax- exempt certificate will be provided upon request.
2. Tabulations of bids are a matter of public record and are available upon request.
3. Awards shall be based on determination of the lowest responsive and responsible bidder.
4. All prices submitted must be FOB Destination-Freight Prepaid and Allowed, unless otherwise specified.
5. In the case of error in the extension of prices the unit price shall govern.
6. Unless otherwise noted any equipment shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this bid.
7. A Material Safety Data Sheet is required for all chemicals proposed to be furnished as a result of this bid. The MSDS must list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common and chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.

18. The undersigned hereby certifies that the provisions of the federal Buy American provisions shall be met.

19. A requirement in the invitation to bid that fixes the time within which bids must be received is not a minor defect or an informality that may be waived but, rather, a material and formal requirement that, under the circumstances present in the instant case , must be fulfilled to the letter of the law.

20. Bids shall be valid and binding for a period not less than 120 days from the date set for receipt of bids.

21. A fully assembled and operational unit shall be delivered within 120 days of signed contract.

Conditions herein have been carefully read and this bid is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees if this bid is accepted to furnish all goods and/or services for which prices are quoted in strict accordance with the specifications.

SPECIAL CONTRACT TERMS AND CONDITIONS

1. The General Terms and Conditions applicable to the Authority’s procurement transactions (Attachment B) and FAA provisions for Airport Improvement Program (Attachments C and D) of this ITB, and are incorporated by reference as if set forth herein verbatim. The provisions of Attachments B, C and D should be construed together with the provisions of this ITB, so as to give effect to the terms and conditions set forth within each whenever possible. However, in the event of any conflict between the provisions of Attachment B, C and D and those set forth within this ITB, the provisions of this ITB shall govern as the requirement applicable to the contractor.

**INTENT:**

It is the intent of these specifications to provide the basis for the procurement of One (1) new commercially produced Hi Speed Runway De-icing chassis and 12’ Reversible Trip Edge Snow Plow w/Polyethylene Moldboard in the type and size desired. The chassis and mounted equipment shall be designed for the specific purpose of runway, taxiway and aircraft ramp, liquid de-icing. Chassis, transmission, tank and spraying apparatus shall be approved and warrantied by the equipment manufacturer.

It is also the intent of these specifications to stipulate the minimum acceptable requirements of good engineering design and performance, and to establish the Bidder’s responsibility in designing, manufacturing and furnishing all materials, parts, engineering and labor, and to supply the equipment being advertised for, in complete conformance with the operational requirements outlined. Any item omitted which is clearly necessary for the satisfactory performance of the proposed equipment shall be considered a part of the Contract, even though not directly specified. All items furnished shall be new and unused, free of all defects and imperfections that could affect the serviceability of the finished product.

**GENERAL:**

The Specifications do not include any proprietary items, circuits, or devices, which would preclude any equipment manufacturer from producing equipment to meet these Specifications. All technical tolerances, ratings, and technically specified criteria contained within these Specifications are considered to be written within the current state-of-the-art and are currently being met by commercially available equipment. The fact that a manufacturer chooses not to produce equipment to meet these Specifications, providing the above criteria are met, will not be considered sufficient cause to adjudge these Specifications as restrictive.

In cases where an item is identified by manufacturer's name, trade name, catalog number or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the Bidder. Bids on “equal” items will be considered provided each Bidder clearly states on the face of his Proposal exactly what he proposes to furnish as a proposed “equal”, or forward with his bid, a cut, illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid. The Airport Authority hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from Specification requirements, but which may comply substantially therewith.

It is the intent of these Specifications to establish that the Bidders will bid only the top of their line/deluxe/best and latest model unit including accessories and attachments and will offer the most life-cycle cost effective unit and accessories and attachments available. Used and or surplus equipment or prototypes will not be allowed.

While it is understood that the various components incorporated into the unit assembly are warranted by the specific component manufacturers, it shall be understood that the successful Bidder will be responsible for assistance in and resolution of any and all warranty related problems. The successful Bidder is regarded as the prime Contractor for the completed vehicle. As such, the Bidder will be held responsible for the proper selection, application and performance of the completed vehicle. All components of the drive train shall have torque capacities equal to the maximum output of each component plus and adequate factor of safety to prevent damage caused by excess torque loading. Along with his bid, the Bidder shall provide a signed certification that the components constituting the whole of the equipment being supplied comply with the applicable performance, design, and construction requirements of this specification, and are suitable for use in this type of vehicle.

**RESPONSIBILITY OF BIDDERS AND CONTRACTORS:**

In all cases, it is the Bidder's responsibility to supply all information requested by these Specifications exactly as specified. In cases where information is not provided, is incomplete, or is in a form not as requested, the purchaser may, at its discretion, rule a Bidder in non-conformance to Specification with regard to the item for which information is requested.

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

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

**REQUIREMENTS:**

1) GENERAL: This Vehicle shall be rear wheel drive and must be designed and manufactured in the United States, for the specific purpose of snow removal, with a minimum 72,000 GVW and a minimum wheel base of 213". It shall be designed and line built by the original manufacturer as a 6 X 6. After market conversions of 4 X 2's are not desired and are not acceptable. This vehicle shall comply with all applicable FMCSR and FMVSS quality/safety standards, and requirements of the FAA Advisory Circular 150/5220-20A dated 9/24/2014.

2) PROTOTYPES AND EXPERIENCE: The airport sponsor requires this specified piece of equipment in order to maintain the airfield during large and small snow events. It will be a central and critical element in the fleet and in the effort to accomplish the airport’s published snow plan. Experience building machines of this nature is mandatory, as is a track record of recent manufacture and in service record for machines comparable and similar to that specified. No prototypes will be accepted.

3) CHASSIS: The chassis shall be designed to permit easy and safe mounting and dismounting from the unit for the operators and service personnel. All sheet metal, cowling, steps and fenders shall be free of sharp edges and protrusions. All steps or walkways shall be raised lug or expanded metal type construction. Grab bars shall be installed as required for safe mounting and dismounting by personnel. All sheet metal for cowling, shrouds and fenders shall include ample supports and bracing to prevent distortion and cracking. The engine shall be enclosed in a housing of weatherproof design, full butterfly or full side opening type for access to each side of engine. Front tires shall be equipped with fenders. Rear tires shall have mudflaps. All grease points shall be mapped and labeled.

4) FRAME: The frame shall be of Grade 8 bolted construction, with heat treated, 120,000 psi yield, straight single channel carbon manganese steel rails, connected by an adequate number of cross members to resist frame distortion from the lateral stress expected in this application. Minimum bar size shall be 10.125" X 3.580" X 0.312". The frame shall be an industry standard width. There shall be two (2) tow hooks mounted on the frame of the front of the vehicle. A minimum 24" integral front extension is required. Outer “C” channel frame reinforcement shall be heat treated, 120,000 psi yield. Channel size shall be 10.813” X 3.892” X 0.312”.

The outside of the frame rails above the front axle shall be clean and free from equipment that might be damaged by snow, ice, sand, or material build up. This includes but is not limited to oil filters, oil coolers, fuel filters, coolant hoses or other critical components that should be protected.

5)ENGINE: The engine shall be of the four stroke diesel type, six (6) cylinder, minimum 11 liter displacement, developing a minimum of 470 horsepower at 1600 RPM, and shall be equipped with the latest diesel electronic control and engine management system, Navistar N-13 or similar. The engine shall have an automatic power derate system to protect against low oil pressure and high engine temperature. The engine shall be provided with full flow, replaceable oil filters, dry type two stage air cleaner, fuel filter, and emergency warning system with light and buzzer, in event of high water temperature and/or low oil pressure, and front engine PTO flange for mounting a front mounted hydraulic pump to be driven directly off the crankshaft. The engine shall be equipped with a coolant heater.

6) COOLING SYSTEM: The cooling system shall consist of a HEAVY DUTY front to back cross flow radiator, with the tanks welded together, and side members attached to form a rigid frame. A water to oil transmission cooler shall be provided. A direct fan drive, Horton Drivemaster or similar shall be installed with a nylon fan. The engine cooling system shall be filled with permanent type antifreeze protecting the system to -40 degrees F. The system shall be sized to allow full operation of the vehicle without overheating.

7) FUEL SYSTEM: Fuel tank(s) shall have a minimum capacity of 80 gallons and shall be left side mounted. The tank shall be constructed of heavy gauge metal and be properly fastened to the frame. A four inch diameter or similar filler neck with chain connected cap shall be provided.

8) TRANSMISSION: The transmission shall be an Allison 4500 RDS six-speed electronic control automatic, or approved equal, with close ratio gearing, and shall be supplied with the appropriate torque converter for this application. Shifting shall be accomplished via a shift control within easy reach of the operator. LIGHT OR MEDIUM DUTY TRANSMISSIONS ARE NOT ACCEPTABLE.

9) AXLES: The rear driving axles shall be of the full floating, torsion flow type with a single reduction spiral bevel gear design, maximum 46,000 pound GAWR hub and brake rating, minimum 6" ground clearance, capable of withstanding the loads of the unit being bid. The front axle shall be a non-driving wide track, I beam type, with a 20,000 pound hub and brake rating, a minimum 6" ground clearance, and shall be capable of withstanding the loads of the unit being bid. The front axle shall be equipped with heavy duty hydraulic shock absorbers. DOUBLE REDUCTION TYPE AXLES AND HUBS WILL NOT BE ACCEPTABLE.

10) BRAKES: The service brakes shall be fully air actuated, drum and shoe type with a minimum 13 CFM air compressor and documented to conform with FMVSS 121 including a wheel control ABS system. The parking brakes shall be spring actuated, air released at the rear service brake chambers, with the air switch mounted in easy reach of the operator. Brakes both front and rear shall be s-cam type. The air system shall be equipped with a heated Bendix AD-IS or approved equal air drier system. DISC BRAKES WILL NOT BE ACCEPTABLE.

11) WHEELS AND TIRES: This unit shall be equipped with proper sized wheels and tires for the GVWR rating of the unit being bid, in compliance with National Wheel and Rim Association standards. Single Continental 425/65R22.5 or equal approved tires shall be installed on the front axle. Dual Continental 12R22.5 or equal approved tires shall be installed on rear axles. The wheels shall be of the steel disc type with a 12.25" DC.

12) CAB: The cab shall be a CONVENTIONAL two man type, with air-bag type rear suspension, tinted safety glass throughout. Floor mat, rubber or vinyl covering complete cab floor, fastened for easy removal, but securely held to floor. Tilt column steering wheel, driver seat and separate passenger seat both with retractable seat belts shall be installed, two heated rectangular type rear view mirrors, dual sun visors, fresh air heater/defroster, air conditioning, side window defrosters, dual electric windshield wipers with intermittent swipe feature, left and right outside grab handles and cab mounted electric horn shall be installed. A mounted fire extinguisher shall be provided in the cab.

13) ELECTRICAL SYSTEM: System shall be 12-volt, and include a 160-amp alternator, three batteries, with minimum 1900 cold cranking amps at 0 degrees F (- 18 degrees C). Automatic reset circuit breakers on all major circuits are required (fuses are not acceptable). Integral wiring for all cabmounted and other lighting equipment shall be provided. Self-canceling turn signals and emergency flasher control shall be mounted on steering column. Standard lighting will meet FMVSS requirements. One (1) amber LED beacon light mounted on cab roof to assure 360 degree visibility, tail, turn, clearance, back-up, and all other lighting, reflectors, etc. to be furnished and mounted on vehicle as required to comply with FMVSS. A master electrical system disconnect switch shall be installed near the battery box. Provisions for jump starting shall also be provided.

14) PAINT: The complete vehicle shall be painted with one (1) coat of metal primer and two (2) coats of FAA approved Chrome Yellow per FAA Advisory Circular 150/5210-5D.

15) RADIO EQUIPMENT: Cab shall be wired to support two separate radios; an ICOM IC-A110 communication radio with an external speaker or similar equal, and Motorola 800Mhz maintenance radio with an external speaker, or similar equal.

16) REAR CAMERA SYSTEM: Vehicle shall be equipped with a rear camera system that provides a near 180 degree view.

17) ALIGNMENT: The vehicle is to be delivered with a wheel alignment report verifying proper alignment and set up of all steering axles, both left and right side. Report shall show camber, caster and toe-in before and after adjustment against acceptable product limits. A sample of such alignment report is to be provided in the bid package. This sample shall verify that such testing is standard practice for the manufacturer. A special procedure to satisfy this requirement for this procurement only does not demonstrate the quality procedures and standards desired by the purchaser.

**4,000 GALLON, 50 FOOT BOOM RUNWAY DEICING SYSTEM**

The 4000 gallon Deicing system will be mounted on a suitable chassis. All of the equipment shall be operated from the driver seat inside the vehicle cab, including the application rate, the movement of the booms and the opening and closing of the spray nozzles. The controls will be located for easy access by the truck driver and will be illuminated for nighttime operation.

17) BOOMS: The spray booms shall consist of three sections right, left and center. The center section shall be stationary. The right and left sections should be of equal measure on each side of the chassis, and capable of folding alongside the chassis and lock in place for transport. The system shall be designed so any one or all of the sections may be operated independently or in conjunction with the others. When fully extended the booms should measure a minimum of 50 feet.

18) BOOM LIGHTING: Each boom wing shall have at least 3 LED marker lights with one located near the end of the boom so that the operator can maintain visual contact with the boom tip at night or in hazy conditions. One LED spot light shall be located at each wing boom and positioned in such a manner as to illuminate the spray area of each wing boom. In addition, two adjustable lights should be mounted to the rear head of the tank.

19) TANK CONFIGURATION, MATERIAL AND LIGHTING: Tank shall be a 4,000 U.S. gallon, one compartment tank with two 12-gauge stainless steel flanged baffles. The tank heads will be 12-gauge stainless steel and have a flanged weld area. The tank thickness will be at least 12-gauge with a minimum of 8-gauge on the sills. The tank shall be entirely constructed of 304 stainless steel. One low profile 16-inch Tiona manhole or approved equal, with a 10-inch filler cap and quick release shall be installed on the tank. A ladder shall be installed at the front of the tank on the street side, it should be approximately 10-inches wide and extend from the top of the tank to no lower than the center line of the axles. A sight gauge shall be located on the street side of the tank and calibrated in 500 gallon increments. The sight gauge should be clearly visible to the operator from the driver’s seat. An amber strobe or LED, 360 degree coverage beacon shall be installed on or near the rear of the tank.

20) SPRAYING SYSTEM: The spraying system will consist of two stainless steel tubes per boom section. The center section will have two tubes. The large tube will be not less than 1 ¼ inch O.D. with .125” wall thickness and will be not less than 97 inches long and will have not less than 4 swirl jet nozzles. The smaller tube will be minimum of ¾ inch O.D. with a wall thickness of .0625 inches and will be no less than 111 inches in length and will have not less than 12 Tri-stream penetrating nozzles.

Each wing boom will have two tubes. The large tube will be minimum of 1 ¼ inch O.D. with a .125 inch wall thickness. The large tubes will be minimum of 18 feet in length and will have minimum of 8 swirl jet nozzles located on 30 inch centers per side, no less than 16 nozzles total. The smaller tube will be a minimum of ¾ inch O.D. with a .0625 wall thickness. The small tubes will be a minimum of 19 feet 4 inches long and will have no less than 23 Tri-stream penetrating nozzles per boom, and no less than 46 nozzles total.

The Tri-stream nozzles should allow lighter application rates at slow speeds and the larger swirl jet nozzles should be designed to accommodate higher application rates and faster speeds.

The rate control system should sense the ground speed, spray width and material flow rate. When a change in ground speed or spray width is detected the control system will be designed to automatically change the material flow rate to maintain a constant, pre-selected application rate. These calculations should be updated at least four times a second to provide precise application rates. The rate of application should be equal at all nozzles over the entire length of the spray boom.

21) FINISH: All related equipment will be powder coated to match cab of truck.

**FRONT MOUNTED PLOW**

GENERAL:

These specifications describe a Power Reversible Trip Edge snowplow, which shall be built from new material and definitely suited for continuous work under difficult conditions of snow removal.

MOLDBOARD ASSEMBLY:

The moldboard shall be not less than 42" high nor less than 12' long. The moldboard sheet shall be formed from not less than 3/8” thick high molecular weight polyethylene sheet. The polyethylene sheet shall have a minimum tensile strength of 7000 P.S.I., and when tested in accordance with ASTM D638, it shall evidence a minimum of 800% (2”) elongation at break. In addition, the sheet shall evidence no break following izod impact test conducted in accordance with ASTM D256A. The sheet shall be formed from a polyethylene material, which is made from new resin, (recycled material is not acceptable), and shall be color impregnated and ultra violet stabilized to a “Wausau Blue” pigmentation. It shall attach to a frame work which includes not less than ten (10) steel reinforcing ribs at least 1/2" thick x 3-1/2" wide and a lower moldboard reinforcement from not less than 4" x 3" x 1/2" steel angle so as to form a rigid structure. The upper portion of the moldboard shall project over the cutting edge so as to form a continuous, solid, integral snow shield and shall include an upper reinforcement from not less than 3" x 2-1/2" x 3/8" steel angle. In addition to the upper and lower reinforcements to further stabilize the vertical ribs, a 3" x 3" x 3/8" steel angle running across the width of the plow frame, shall be welded to the vertical ribs.

CUTTING EDGE:

Shall be one (1) in number and shall be from 1/2" x 8" C1065 steel, punched to AASHO standards on 12" centers and supported by a reinforcement from not less than 4" x 4" x 3/4" steel angle. The cutting edge shall be reversible for double wear.

TRIPPING EDGE MECHANISM:

Shall be of the single edge design, which shall activate whenever the cutting edge comes into contact with an obstruction on the pavement. Trip activation shall be achieved through six 6 springs from not less than 3/4" square wire, having a 3-3/4" O.D., with fifteen (15) active coils each. Each spring shall be pinned in place in a horizontal position and shall butt to the lower moldboard reinforcement and to the cutting edge reinforcement. Spring adjustment shall be provided so as to alter the pre-charge of springs for varying plowing conditions.

**III. MISCELLANEOUS**

1) START UP AND TRAINING: The unit must be fully assembled and tested prior to delivery. Shipping cost is the responsibility of the bidder. FOB the buyer. A qualified factory representative must fully prepare start-up and test the unit prior to training. Training shall be performed by a factory trained and authorized technician. The training shall be performed at the customer’s site and shall be 4 hours for operators training and an additional 4 hours for mechanics training (mechanics shall attend the operating training first). The purpose of this training is to review safe and effective procedures for use and maintenance of the machine, review and test all systems, assure the full function of the machine. Start up and training are to be performed at no additional cost.

2) WARRANTY: The bidder shall warrant his equipment as to the specified capacities and performance, and to be free from all defects in design, material and workmanship. All labor, transportation costs and defective parts shall be replaced at the bidder’s expense. THIS GUARANTEE SHALL CONTINUE FOR A MINIMUM OF TWO (2) YEARS AFTER COMMENCEMENT OF ACTUAL OPERATION OF THE EQUIPMENT. No exceptions to the guarantee requirement will be accepted. All component warranties will apply and be warranted by the bidder.

3) OPERATION AND MAINTENANCE SAFETY MANUALS: Manual(s) are to be included with the unit covering safe operation, and operator maintenance of the unit.

4) REPAIR, PARTS AND SERVICE MANUALS: The successful bidder shall provide one (1) complete set of chassis manuals to include: parts, operator’s and mechanic’s service manuals. The mechanic’s service manual shall also include complete electrical, hydraulic and compressed air schematics. One (1) complete set of manuals for all auxiliary equipment shall be provided.

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

6) MANUFACTURER/SUPPLIER STABILITY: In the interest of continued and reliable service, parts, and technical support, equipment suppliers shall have exhibited a consecutive history of financial stability and manufacture of similar equipment over a minimum of the past ten years. Documentation shall be provided in the bid package to verify such continuous business activity, such as location and contact lists (minimum 10 users), financial statements, and annual reports. In the interest of process and quality control, the chassis manufacturer shall be ISO 9001 certified. Because of the critical nature of the product and its application, the burden of proof for this requirement lays with the bidder and/or suppliers.

7) CHASSIS MANUFACTURER CERTIFICATION: Chassis manufacturer shall be ISO 9001 certified for the production of heavy trucks. Claims of self-certification programs are self-serving and are not acceptable for this procurement activity. Third party verification is required given the importance and scope of the equipment and the purchaser’s equipment procurement program. Certification documentation of chassis manufacturer compliance with ISO 9001 FROM A THIRD PARTY is required in the bid package. Bids not including this documentation will be deemed not acceptable.

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

**ATTACHMENT A**

**Bid Sheet**

**ONE (1) NEW, HI-SPEED, RUNWAY DEICING CHASSIS WITH 4,000 GALLON TANK AND 12’ REVERSABLE TRIP EDGE SNOW PLOW WITH POLYETHYLENE MOLDBOARD**

Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Model/Truck \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Bid Price $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Delivery Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Not to exceed 365 days from date of award)

Authorized Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT B**

**GENERAL TERMS AND CONDITIONS**

**APPLICABLE TO CONTRACTS BETWEEN THE CHARLOTTESVILLE ALBEMARLE AIRPORT AUTHORITY AND NON-GOVERNMENTAL PARTIES FOR THE PURCHASE OF GOODS AND SERVICES**

1. **General Application.** These general terms and conditions apply to all Authority purchases of goods and services, including, without limitation, construction, insurance, and other services. They shall be deemed an integrated part of each contract entered into between the Charlottesville-Albemarle Airport Authority (“Authority”) and a non-governmental party. In the event of a conflict between these general terms and conditions and any other provision of a contract between the Authority and a non-governmental party, the provisions of these general terms and conditions shall govern the parties’ agreement.
2. **Modification of contract pricing.** (VA. Code §2.2-4309). No fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or $50,000, whichever is greater, without the advance written approval of Authority’s governing body. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder from the consequences of an error in its bid, proposal or price quote.
3. **Energy Forward Pricing Mechanisms.** (VA. Code §2.2-4329.1). For the purpose of budget risk reduction, Authority may use forward pricing mechanisms, consistent with Authority’s written policies and procedures governing the use of forward pricing mechanisms. Any contract for natural gas, heating oil, propane, diesel fuel, unleaded fuel, and any other energy source, but excluding contracts for the purchase of electricity, may include a forward pricing mechanism which either: (i) Obligates Authority to buy or sell a specified quantity of energy at a future date, at a set price or (ii) Includes an option for the sale or purchase of the contract.

Forward pricing mechanism transactions shall be made only under the following conditions:

(i) Authority’s obligations shall be subject to the availability and annual appropriation of funding;

(ii) The quantity of energy affected by the forward pricing mechanism shall not exceed the estimated energy use for Authority for the same period, which shall not exceed 48 months from the trade date of the transaction; and (ii) a separate account shall be established by the contractor for operational energy for the Authority. Contractor shall be required to cooperate and assist Authority with any and all internal and external audit reviews, and with the preparation and submission of annual reports to Authority’s internal investment committee.

1. **Modification (extension) of Contract Term** (VA. Code §2.2-4309). Authority may extend the term of an existing contract for services, to allow completion of any work undertaken but not completed during the original term of the contract. Any such extension of time shall be in writing and signed by an authorized representative of the Authority.
2. **Annual appropriations condition.** For any contracts that cannot or will not be completed within a single fiscal year: notwithstanding anything in this contract to the contrary, beyond the initial fiscal year in which performance is commenced, Authority’s obligations are and shall be subject to and expressly conditioned upon the availability and appropriation of public funds by Authority to support continued performance in succeeding fiscal years. When funds are not appropriated or otherwise made available to support continuation of performance in a succeeding fiscal year, the order for goods, or contractor’s performance of services, as applicable, shall be canceled and the Contractor shall be reimbursed for the reasonable value of any goods ordered and received, and services completed, prior to the end of the preceding fiscal year.
3. **No Discrimination by Authority** (VA. Code §2.2- 4310). In the solicitation or awarding of contracts, Authority shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. **THE AUTHORITY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS**, and shall comply with the requirements of VA Code §2.2-4343.1, as may be applicable.
4. **No Discrimination by Contractor** (Contracts Over $10,000) (VA. Code §2.2-4311). During the performance of a contract where contractor’s compensation is more than $10,000, the contractor agrees as follows:
   1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
   3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

1. **Compliance with Federal Immigration Laws** (VA. Code §2.2-4311.1). The contractor expressly warrants and certifies that it does not, and shall not during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
2. **Contractor’s Authority to Conduct Business in Virginia** (VA. Code §2.2-4311.2). A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. A contractor that enters into a contract with Authority shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Authority may void any contract with a business entity for its failure to comply and remain in compliance with the provisions of this paragraph.
3. **Drug-Free Workplace Requirement** (Contracts Over $10,000) (VA. Code §2.2-4312). During the performance of a contract where contractor’s compensation is more than $10,000, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
4. **Workers’ Compensation Coverage** (Construction Contracts) (VA. Code §2.2-4332). No contractor shall perform any work on a Authority construction project unless and until he has obtained, and continues to maintain for the duration of the work, workers' compensation coverage required pursuant to the provisions of Chapter 8 (§ 65.2-800 et seq.) of Title 65.2.
5. **Contractor’s License** (Construction Contracts) (VA. Code §54.1-1115). No individual or business entity shall contract for, or bid upon, the construction, removal, repair or improvements to or upon real property owned, controlled or leased by Authority without a state-issued license or certificate, or without the proper class of license as defined in VA. Code § 54.1-1100 for the value of work to be performed.
6. **Purchase of building materials, etc., from architect or engineer prohibited** (VA. Code §2.2-4374). No building materials, supplies or equipment for any building or structure constructed by or for the Authority shall be sold by or purchased from any person employed as an independent contractor by the Authority to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association or corporation in which such architect or engineer has a personal interest. No building materials, supplies or equipment for any building or structure constructed by or for the Authority shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in the building or structure to the independent contractor employed by the Authority to furnish architectural or engineering services in which such person has a personal interest. For purposes of this paragraph, the term “personal interest” shall have the meaning set forth within VA. Code §2.2-3101.
7. **Bonds and alternate forms of security** (VA. Code §§2.2-4337 and -4338). Where any payment or performance bond, with surety, is required, each of the bonds shall be executed by one or more surety companies selected by the contractor that are authorized to do business in Virginia. Each of the bonds shall be filed with Authority.

In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. If approved by Authority attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for a required bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to Authority equivalent to a corporate surety's bond.

1. **Required Insurance.** The specific insurance requirements for this contract, if any, (“Required Insurance”) have been specifically set forth within the Specifications/Special Terms and Conditions of the procurement documents. All policies of Required Insurance shall be issued by a company authorized to do business within the Commonwealth of Virginia. (See VA. Code§38.2-518).

Prior to award, the contractor shall be required to demonstrate that it has obtained the Required Insurance, and that each Required Insurance Policy has been endorsed (i) to name Authority, its officers, employees and agents as additional insured parties, and (ii) to confer rights upon Authority to receive at least 30 days’ advance notice of cancellation or nonrenewal. Proof of insurance and required endorsements shall be demonstrated through production of copies of the Required Insurance policies and endorsements, or other evidence satisfactory to Authority. If a standard form insurance certificate is utilized, the insurance certificate must contain the Policy ID number(s) as well as the specific Endorsement Number(s), along with a description of the purpose(s) of the referenced endorsements.

1. **Prompt Payment by Authority** (VA. Code §§2.2- 4352, 2.2-4353) Authority shall promptly pay for the completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of the goods or services; or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after the invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Unless otherwise provided under the terms of the contract for the provision of goods or services, if Authority fails to pay by the required payment date then Authority shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
2. **Contractor’s Tax ID** (VA. Code §2.2-4354(2)). Notwithstanding the foregoing, contractor shall have no right to receive payment from Authority unless and until (i) for an individual contractor, the contractor must provide his social security number to the Authority, and (ii) for proprietorships, partnerships, and corporations, any such entity must provide its federal employer identification number to the Authority.
3. **Notice of defects or impropriety** (VA. Code §2.2-4352). Within 20 days after the receipt of an invoice, or of goods or services, the Authority shall notify the supplier of any defect or impropriety that would prevent payment by the payment date.
4. **Interest.** Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month on amounts owed by Authority to contractor which remain unpaid by the required payment date. (See VA Code §2.2-4354)

No interest penalty shall be charged when payment is delayed because of disagreement between Authority and a vendor regarding the quantity, quality or time of delivery of goods or services or the accuracy of any invoice received for the goods or services. The exception from the interest penalty provided by this paragraph shall apply only to that portion of a delayed payment that is actually the subject of the disagreement and shall apply only for the duration of the disagreement.

1. **Retainage (Construction Contracts**) (VA. Code §2.2-4333). In any construction contract that provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least 95 percent of the earned sum when payment is due, with no more than 5 percent being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract for a public project that provides for similar progress payments shall be subject to the provisions of this section.
2. **Escrowed Retainage (Construction Contracts)** (VA. Code §2.2-4334). For a construction contract involving $200,000 or more, for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, where portions of the contract price are to be retained, the contractor is authorized to elect to utilize an escrowed retainage procedure, via notification submitted with its bid submission.

In the event the contractor elects to use the escrow account procedure, the contractor shall execute an escrow form, substantially the same as that used by VDOT, and shall submit the executed escrow form to Authority within 15 calendar days after notification. If the escrow agreement is not submitted within the 15-day period, the contractor shall forfeit his rights to the use of the escrow account procedure. Any designated escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth. If the construction contract includes payment of interest on retained funds, the contractor shall, exclusive of reasonable circumstances beyond the control of the contractor, be required to pay a penalty specified within the construction contract for each day exceeding the completion date stated in the contract.

1. **Payment of subcontractors required** (VA. Code §2.2-4354) Within seven days after receipt of amounts paid to the contractor by Authority for work performed by the subcontractor under that contract the contractor shall: (a) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or (b) notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from Authority for work performed by the subcontractor under that contract, except for amounts withheld as allowed in (b), above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor pursuant to this payment clause shall not be construed to be an obligation of Authority. No contract modification shall be made for the purpose of providing reimbursement for the interest charge, and no cost reimbursement claim shall include any amount for reimbursement for the interest charge.
2. **Contract disputes and claims** (VA. Code §2.2- 4363). Written notice of the contractor's intention to file a claim, whether for money or other relief, shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. Contract claims, whether for money or other relief, shall be submitted in writing to the Authority no later than 60 days after the contractor’s receipt of final payment; provided, however, that written notice of the contractor’s intention to file a claims shall have been given at the time of the occurrence, or at the beginning of the work, upon which the claim is based. Claims shall be considered by Authority in accordance with VA Code §2.2-4363.

The final decision of Authority shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by Authority, by instituting legal action as provided in VA Code §2.2-4364.

1. **Trade Secrets; Proprietary Information**. Except as provided in VA Code §2.2-4342, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (VA Code § 2.2-3700 et seq.). Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records. Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction or prequalification application shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); provided that the bidder must (i) invoke the protections of the referenced VA. Code section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Each bidder is solely responsible for protecting its trade secrets or proprietary information in accordance with these instructions.
2. **Applicable Law.** Any contract resulting from a Authority procurement transaction shall be governed in all aspects by the laws of the Commonwealth of Virginia, without regard to conflict of laws’ provisions, and any litigation with respect thereto shall be brought in the Circuit Court for Albemarle County, Virginia, or other court presiding within the territory in which Authority is situated.
3. **No Collusion** (VA. Code §18.2-498.4). Any person offering or agreeing to transact business with Authority may be required to submit a certification that the offer or agreement or any claim resulting therefrom is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under this article.
4. **No Waivers of Sovereign or Governmental Immunity.** No action or omission of Authority, and no terms, conditions or provisions within any contract resulting from this procurement transaction, shall be deemed or construed as a waiver of any sovereign or governmental immunity to which Authority may be entitled under the laws of the Commonwealth of Virginia, or any applicable federal law.

**ATTACHMENT C**

FEDERAL REQUIRED SOLICITATION PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) – **Equipment procurement with NO installation**

**C1 BUY AMERICAN PREFERENCE**

Dollar Threshold: $0

***Solicitation Clause***

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.

***C1.1 Certification to be executed in proposal:***

**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:
  1. Only installing steel and manufactured products produced in the United States;
  2. 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
  3. 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:
5. 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.
6. 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.
7. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
8. 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 that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

1. 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).
2. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
3. 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:

1. Detailed cost information for total project using U.S. domestic product
2. 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

**C2 CIVIL RIGHTS – TITLE VI SOLICITATION NOTICE**

Dollar Threshold: $0

***Solicitation Clause***

The Charlottesville-Albemarle Airport Authority, 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, 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.

**C3 CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

Dollar Threshold: $25,000

***Solicitation Clause***

**Bidder or Offeror Certification**

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.

**Lower Tier Contract Certification**

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.](http://www.sam.gov/)
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

**C4 DISADVANTAGED BUSINESS ENTERPRISE**

Dollar Threshold: $0

***A12.3.1 Solicitation Clause***

**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.

**Solicitation Language (Race/Gender Neutral Means)**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Charlottesville- Albemarle Airport Authority 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.

**C5 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Dollar Threshold: $0

***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.

**C6 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Dollar Threshold: $100,000

***Solicitation 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.

**C7 TRADE RESTRICTION CERTIFICATION**

Dollar Threshold: $0

***Solicitation Clause***

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.

ATTACHMENT D

FEDERAL REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) – **Equipment procurement with NO installation**

**D1 ACCESS TO RECORDS AND REPORTS**

Dollar Threshold: $0

***Contract Clause:***

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.

**D2 BREACH OF CONTRACT TERMS**

Dollar Threshold: $150,000.

***Contract Clause:***

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.

**D3 CIVIL RIGHTS - GENERAL CIVIL RIGHTS PROVISIONS**

Dollar Threshold: $0

***Contract Clause:***

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.

**D4 CIVIL RIGHTS – TITLE VI SOLICITATION NOTICE**

Dollar Threshold: $0

***Contract Clause:***

**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.

1. **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:
   1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   2. Cancelling, terminating, or suspending a contract, in whole or in part.
2. **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.

***Contract Clause:***

**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).

**D5 CLEAN AIR AND WATER POLLUTION CONTROL**

Dollar Threshold: $150,000

***Contract Clause:***

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.

**D6 DISADVANTAGED BUSINESS ENTERPRISE**

Dollar Threshold: $0

***Contract Clause:***

**Prime Contracts (Projects Covered by a DBE Program)**

**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 Charlottesville Albemarle Airport Authority, 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 14 days from the receipt of each payment the prime contractor receives from the Charlottesville-Albemarle Airport Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 14 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 Charlottesville- Albemarle Airport Authority. This clause applies to both DBE and non-DBE subcontractors.

**D7 TEXTING WHEN DRIVING**

Dollar Threshold: $3,500

***Contract Clause:***

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.

**D8 ENERGY CONSERVATION REQUIREMENTS**

Dollar Threshold: $3,500

***Contract Clause:***

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*).

**D9 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Dollar Threshold: $0

***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.

**D10 PROCUREMENT OF RECOVERED MATERIALS**

Dollar Threshold: $10,000

***Contract Clause:***

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:

 The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

 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-](http://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:

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

**D11 TAX DELINQUENCY AND FELONY CONVICTIONS**

***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 (✓) 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.

**D12 TERMINATION OF CONTRACT**

Dollar Threshold: $10,000

***Contract Clause:***

**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:

 completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

 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;

 reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

 reasonable and substantiated expenses to the Contractor directly attributable to Owner’s termination action.

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

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

**TERMINATION FOR DEFAULT EQUIPMENT**

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

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