

ADVERTISEMENT FOR BIDS

**AIRPORT FRICTION MEASURING EQUIPMENT
AND HEAVY DUTY, ONE TON 4X4 PICKUP
FOR ALPENA COUNTY REGIONAL AIRPORT
ALPENA, MICHIGAN**

Sealed bids for procurement of one (1) new, heavy duty, one-ton 4x4 crew cab (four door) pickup equipped with runway friction measuring equipment, as specified, will be received from suppliers by Alpena County Regional Airport, Alpena, MI **until 10:00 a.m. on Friday, July 31, 2009.**

Bid envelopes shall be clearly marked **“SEALED BID: Airport Friction Measuring Equipment”** and submitted to **ALPENA COUNTY REGIONAL AIRPORT, 1617 Airport Rd., Alpena, MI 49707** before the above date and time, where they will be publicly opened and read.

All bids must be presented on Proposal Forms presented with the Contract Documents for this project and signed by an authorized representative of the bidder. No telephone bids will be considered. The bidder shall comply with all applicable equal employment opportunity laws and regulations and other labor requirements as detailed therein. Minority business enterprises will be afforded full opportunity to submit bids in response to this solicitation and will not be discriminated against on the grounds of race, color, religion, sex, age or national origin in consideration for an award. The bidder shall comply with all regulatory requirements for federally assisted contracts, including the Michigan Motor Vehicle Code, contract Work Hours, Safety Standard Act, Copeland Regulations, Department of Transportation Regulations and Clean Air and Water Pollution Control Requirements. The Alpena County Regional Airport reserves the right to waive any informality or to reject any or all bids.

TABLE OF CONTENTS

	<u>PAGE</u>
ADVERTISEMENT	1
TABLE OF CONTENTS	2
PROPOSAL	3
BUY AMERICAN CERTIFICATE	6
LUMP SUM BID	7
SPECIFICATIONS	8
GENERAL PROVISIONS TOC	11
GENERAL PROVISIONS	13
Section 01: Guarantee	13
Section 02: Design, Construction and Materials	13
Section 03: Standardization	13
Section 04: Identification Plates	13
Section 05: Certifications	13
Section 06: Compliance with Regulatory Requirements	14
Section 07: Compliance with Federally Assisted Contracts Regulatory Requirements	14
Section 08: Non-Construction Contract, Civil Rights Act of 1964, Title VI, 49 CFR Part 21, Contractual Requirements	14
Section 09: Airport and Airway Improvement Act of 1982, Section 520 General Civil Rights Provisions, 49 USC 47123	16
Section 10: Access to Records and Reports, 49 CFR Part 18.36(i)	16
Section 11: Rights to Inventions, 49 CFR Part 18.36 (i)(8)	16
Section 12: Disadvantaged Business Enterprises, 49 CFR Part 26	16
Section 13: Lobbying and Influencing Federal Employees, 49 CFR Part 20, Appendix A	17
Section 14: Trade Restriction Clause, 49 CFR Part 30	17
Section 15: Termination of Contract, 49 CFR Part 18 18.36(i)(2)	18
Section 16: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, 49 CFR Part 29	18
Section 17: Breach of Contract Terms, 49 CFR Part 18.36	19
Section 18: Clean Air and Water Pollution Control Requirements (Version 2, 4/23/90)	19
Section 19: Davis Bacon Requirement, 29 CFR Part 5	19
Section 20: Contract Work Hours and Safety Standards Act Requirements 29 CFR Part 5	20
Section 21: Equal Employment Opportunity, 41 CFR Part 60-1.4(b)	21
Section 22: Catalogs and Manuals	22
Section 23: FAA Inspection and Review	22
Section 24: Delivery	23
Section 25: Special Notice, W9 Submittal	23
APPENDIX A Prohibition of Discrimination in State Contracts	24
APPENDIX B Certification for Federal Aid Contracts	26

PROPOSAL

Proposal of _____, hereinafter called "BIDDER" organized and existing under the laws of the State of Michigan, doing business as a corporation, a partnership, or an individual, to the Alpena County Regional Airport, hereinafter called "SPONSOR," 1617 Airport Road, Alpena, MI 49707.

In compliance with the Advertisement for Bids, BIDDER hereby proposes to furnish and supply all labor, equipment, tools, supplies and incidentals to fabricate a New Heavy Duty, Crew Cab (Four Door) 4x4 Pickup, 1-Ton, minimum 11,000 GVRW with components and attachments in strict accordance with the contract specifications, within the time set forth therein and at the lump sum price stated below (on Page 6). The undersigned, as BIDDER, CERTIFIES AND AGREES TO THE FOLLOWING:

1. That the detailed Contract Specifications and other documents have been examined as a part of this proposal, and is fully informed as to the nature of the work and requirements to its performance.
2. That all of the necessary materials, tools, equipment and labor shall be furnished for the procurement specified as herein described, in strict accordance with provisions of the Contract Documents, all for the consideration of the prices entered in this proposal.
3. That in making such proposal, it is affirmed neither the BIDDER nor any company that the BIDDER may represent, nor anyone in behalf of the BIDDER or the BIDDER's company, directly or indirectly has entered into any combination, collusion, undertaking or agreement with any other BIDDER or BIDDERS to maintain the prices of said work, or any compact to prevent other BIDDERS from bidding on said contract or work, and further affirms that such proposal is made without regard to or reference to any other BIDDER or proposal and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.
4. That if awarded the Contract the work will commence promptly after receipt of written purchase order and the delivery of the procurement shall be within the number of calendar days stipulated in the specifications; and the BIDDER agrees that failure to deliver the completed and operational vehicle within the number of calendar days stipulated in the specifications, will result in liquidated damages totaling fifty dollars (\$50.00) per calendar day, deducted from money due to the manufacturer; and also agrees that such deducted sums shall not be deducted as a penalty, but shall be considered as liquidation of a reasonable portion of damages incurred by the owner.

5. That in submitting the proposal the BIDDER agrees that it may be opened at the place, time and date stipulated in the Advertisement for Bids and further agrees that it may not be withdrawn for a period of ninety (90) days after opening thereof. The BIDDER also acknowledges that the SPONSOR reserves the right to waive any informality or to reject any or all bids, that the award of the Contract shall be made to the responsible BIDDER whose bid is responsive to the invitation and is most advantageous to the SPONSOR, price and other factors considered.
6. That the successful BIDDER will furnish, prior to the award of the Contract, such other pertinent information regarding employment policies and practices as well as those of any proposed subcontractors and other information as may be required by the SPONSOR and/or Federal and State Agencies.
7. That the BIDDER understands and agrees that the award of the Contract shall not be made until the SPONSOR has concurred in the recommendation to award and has approved the prepared contract to the extent that such occurrences and approval is mandated by administrative regulatory requirements, and that the award of the Contract is not effective until the awarded contractor is so notified in writing by the SPONSOR by Purchase Order.
8. That the BIDDER understands and agrees that the BIDDER shall include, and will be deemed to have included, in its bid and contract price all Michigan Sales and use Taxes, as well as any Federal Excise Tax, applicable to this Contract, which have been enacted into law as of the date the bid is submitted. The BIDDER shall be able to produce compliance with all applicable tax regulations if requested to do so. The Alpena County Regional Airport holds a tax-exempt number that can be released upon request.
9. That in the letting of sub-contracts, all necessary clauses as required by Part A, General Provisions of the Contract Specifications. That the BIDDER agrees to submit with the proposal detailed specifications and descriptive literature for the procurement bid for review by the SPONSOR.
10. That the BIDDER agrees that no payment shall be made until the fully assembled and operational vehicle, including all equipment and accessories has been delivered and instruction on use and personnel training has been performed, as the successful BIDDER. The BIDDER also agrees that personnel training and instruction on use shall be performed at the Alpena County Regional Airport.
11. That the successful BIDDER will provide all the necessary written guarantees and certifications as required by the contract Specifications at or prior to time of delivery.
12. The BIDDER also understands that the Aviation Safety and Capacity Expansion Act of 1990 is applicable to this procurement and provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. By submittal of this proposal the BIDDER understands that the following terms apply:

- a. Steel and Manufactured Products: As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraph 13(a) shall be treated as domestic.
 - b. Components: As used in this clause, components means those articles, materials and supplies incorporated directly into steel and manufactured products.
 - c. Cost of Components: This means the costs for production of the components, exclusive of final assembly labor costs.
13. The successful BIDDER will be required to assure that only domestic steel and manufactured products will be used by the contractor, sub-contractors, material men and suppliers in the performance of this contract, except those:
- a. That the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
 - b. That the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
 - c. That inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

NAME AND ADDRESS OF BIDDER: _____

BY: _____ NAME: _____

DATE: _____ TITLE: _____

BIDDER agrees to provide the specified procurement at the following Lump Sum price (USA Currency):

BASE BIDE \$ _____
DECELEROMETER (ADD) \$ _____
SUB TOTAL \$ _____
MUNICIPAL DISCOUNT (DEDUCT) \$ _____
TOTAL AMOUNT OF BID \$ _____

The above Lump Sum price is firm for the specified items. The following exceptions to the advertised specifications are applicable: (BIDDER must tabulate all proposed exceptions of the applicable specifications. Attach supplemental sheets as necessary.)

Exceptions to the Advertised Specifications are applicable and are reflected in the total amount of bid:

SPECIFICATIONS

HEAVY DUTY, CREW CAB (FOUR DOOR), 8 FT 4X4 PICKUP, 1-TON
MINIMUM 11,000 GVWR
FOR THE ALPENA COUNTY REGIONAL AIRPORT
ALPENA MICHIGAN

GENERAL DESCRIPTION

Vehicle for the Airport is to be a four-wheel drive, one-ton, single rear wheel pickup, for daily use by airport operations personnel conducting airport inspections and runway friction testing. The vehicle shall be a new standard current production model vehicle, with heavy duty frame and suspension for its intended usage. The pickup shall be equipped with all health, safety and antipollution devices required by state and federal regulations. All parts or attachments not specifically mentioned but are necessary to complete the equipment specified for the vehicle, must be furnished and conform to the highest standards of quality on material and workmanship which is provided by good engineering practice and indicated in these specifications. These specifications must be clearly noted on the Bid Proposal. Alpena County reserves the right to accept or reject any or all bids based on irregularities that do not meet the following truck specifications.

The intent of this vehicle is to perform runway friction testing and shall be equipped with an FAA approved decelerometer and thermal paper printer.

Make _____ Model _____ Year _____
G.V.W.R. _____

MINIMUM VEHICLE SPECIFICATIONS:

1. Engine – 6.4 Liter V8 Diesel
2. Engine to include engine block heater
3. Transmission to be heavy-duty, minimum 5-speed automatic with heavy-duty aux. transmission cooler and temp. gauge
4. Rear axle 4.10 ratio, limited slip
5. Rear suspension, 7280 lb. multi-leaf spring, heavy-duty shocks
6. Front suspension minimum 6000 lb. moonbeam, coil springs, heavy-duty shocks
7. Truck Box – 8 Ft
8. Aluminum crossover toolbox
9. Truck to be equipped with snow plow prep package
10. Tow package with two inch receiver, interchangeable hitch ball with 1-7/8”, 2” and 2-5/16” balls
11. 7-wire cable to rear bumper with a 4-pin adapter
12. Pintle hitch
13. Heavy-duty power steering, including cooler
14. Tires – premium all-season radial 10-ply, including 1 spare same as on vehicle
15. Heavy-duty transfer case – three speed -2H, 4H, 4L, automatic locking front hubs, engage or disengage from inside the cab, shall include skid plate

16. Extra cooling package with heavy-duty radiator - anti freeze protection to -40 degree F, heavy-duty fan, and engine oil cooler
17. 4-wheel heavy-duty disc brakes with dual master cylinder and hydro booster
18. Heavy Duty electrical package
 - Starter
 - Dual batteries, minimum 750 C.C.A. each
 - Extra heavy-duty alternator, minimum 200 amp
 - Heater to be heavy-duty, high out put
 - Air conditioning
 - Dual tone horn
 - Full reading gauges for fuel, temp, amp and transmission temp
 - Heated mirrors
 - Integrated aux switches, minimum of 4, two radio, strobe and spotlight
19. Power Inverter – 750 Watt
20. Paint code – designated by the airport operator
21. Tubular style entry steps that gives entry to both front and back doors
22. Power windows and locks
23. Interior grab handles
24. AM-FM radio with digital clock and weather band
25. Two-way Motorola Radius GM 300 with frequency 154.965 (or airport's approved equal)
Two way aircraft radio ICOM IC-A200 (or engineer's approved equal)
 - Both radios to be mounted for easy access and operation for driver, hard wired to on/off switches on dash.
 - External aerials to be hard mounted – not by magnet
 - Audio for both radios shall be on interior speaker mounted under dash area
26. FAA approved electronic decelerometer (Vericom RFM4000X or equivalent) for use with ABS brake system, ambient air temperature sensor, surface temperature sensor and thermal paper printer
27. Mounted fire extinguisher and first aid kit behind or under back seat
28. Interior color – designated by airport operator
29. Tinted glass package
30. Front seats – high back cloth buckets with no center consol (as to leave room for equipment installation)
31. Rear seat – cloth bench type
32. All season floor mats
33. Fuel tank- 35 gallon
34. Spray in bed liner (Rhino Liner or equivalent)
35. Rust Protection (Ziebart or equivalent)
36. Tailgate protector
37. In bed toolbox
38. One of each: Parts, Service and Owner's manuals
39. Two Identifying decals with airport logo
40. FAA approved reflective markings per AC 150/5210-5C
41. Warranty, explain each:
 - Chassis: _____

- Engine: _____

- Transmission: _____

PUSH FRAME

- Heavy Duty Structure of 2" X 4" Tube
- Angle Pivot Pin Diameter to be 3/4" GR5
- Pivot Pin Bushing to be 1-3/4" OD & 3/4" ID

LIGHTING

- Dual Halogen Bulb Composite Headlight
- Remote Mount Twin Bulb Signal
- Material; Fiberglass Reinforced Polycarbonate
- Dimensions; 14" Wide X 6" High X 7" Deep
- Mounting; Two Stud Adjustable Ball Type Mounts
- Bulbs To Be Halogen, Replacement Bulb, To Meet SAE & FMVSS 108 Specifications

NOTES

- All wiring to be enclosed in loom and all electrical connections are to be sealed with heat shrink tubing (mastic seal filled). Lighting system shall be completely sealed and include waterproof lamps, and weatherpack connectors. All plug in connectors to be coated with silicone dielectric grease. No butt connectors or scotch locks.
- Vehicle shall be delivered to Alpena County Regional Airport completed and operational within 120 calendar days of receipt of Purchase Order.

EXTRA LIGHTING

- Heavy Duty amber rooftop strobe light unit (Star Model 255HTC or equivalent) hard wired to truck with dash mounted on/off switch and permanently mounted over the passengers seat.
- Cab mounted spot light (Golight Stryker model 3049 or equivalent) permanently mounted in middle of the cab hard wired to truck with on/off switch. Wireless dash mount and hand held remote. Black in color, 370 degree rotation with 135 degree tilt. Waterproof, 12 volt DC high torque motor, 500,000 candle power, 5.5 AMP

GENERAL PROVISIONS TABLE OF CONTENTS

SECTION 01: GUARANTEE

SECTION 02: DESIGN, CONSTRUCTION AND MATERIALS

SECTION 03: STANDARDIZATION

SECTION 04: IDENTIFICATION PLATES

SECTION 05: CERTIFICATIONS

SECTION 06: COMPLIANCE WITH REGULATORY REQUIREMENTS

SECTION 07: COMPLIANCE WITH FEDERALLY ASSISTED CONTRACTS
REGULATORY REQUIREMENTS

SECTION 08: NON-CONSTRUCTION CONTRACT, CIVIL RIGHTS ACT OF 1964, TITLE
VI, 49 CFR PART 21, CONTRACTUAL REQUIREMENTS

SECTION 09: AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520
GENERAL CIVIL RIGHTS PROVISIONS, 49 USC 47123

SECTION 10: ACCESS TO RECORDS AND REPORTS, 49 CFR PART 18.36 (i)

SECTION 11: RIGHTS TO INVENTIONS, 49 CFR PART 18.36(i)(8)

SECTION 12: DISADVANTAGED BUSINESS ENTERPRISES, 49 CFR PART 26

SECTION 13: LOBBYING AND INFLUENCING FEDERAL EMPLOYEES, 49 CFR PART
20, APPENDIX A

SECTION 14: TRADE RESTRICTION CLAUSE, 49 CFR PART 30

SECTION 15: TERMINATION OF CONTRACT, 49 CFR PART 18.36(I)(2)

SECTION 16: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION, 49 CFR PART 29

SECTION 17: BREACH OF CONTRACT TERMS, 49 CFR PART 18.36

SECTION 18: CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS

SECTION 19: DAVIS BACON REQUIREMENT 29 CFR PART 5

SECTION 20: CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
REQUIREMENTS

SECTION 21: EQUAL EMPLOYMENT OPPORTUNITY 41 CFR PART 60-1.4 (b)

SECTION 22: CATALOGS AND MANUALS

SECTION 23: FAA INSPECTION AND REVIEW

SECTION 24: DELIVERY

SECTION 25: SPECIAL NOTICE, W9 SUBMITTAL

APPENDIX A: PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

APPENDIX B: CERTIFICATION FOR FEDERAL AID CONTRACTS

GENERAL PROVISIONS

SECTION 01: GUARANTEE

The BIDDER must guarantee in writing that for a period of one year from the date of delivery, he will, at his own expense and without expense to the SPONSOR, replace all failed parts and make all repairs that may be necessary and required by reason of defective design, workmanship or material in any part of the assembly of the equipment herein specified. In addition, the BIDDER must guarantee, in writing, that he will maintain spare parts in support of any equipment herein specified, that may be purchased as a result of this proposal and will make them available for purchase for a period of not less than ten (10) years from the date of delivery.

SECTION 02: DESIGN, CONSTRUCTION AND MATERIALS

The equipment and accessory design shall be of the best engineering practices and shall permit accessibility for use, maintenance and service. All components shall be free of hazardous protrusions, sharp edges, cracks or other elements, which might cause injury to personnel or equipment. All oil, hydraulic and air tubing lines and electrical wiring shall be located in protective positions properly attached to the frame of body structure and shall have a protective loom or grommet at each point where they pass through structural members, except where a through-frame connector is necessary. The vehicle shall be constructed so that no part can work loose in service. The vehicle shall be built to withstand the strains, jars, vibrations and other conditions incident to service intended. Design of the vehicle shall produce the necessary clearances to permit satisfactory use of all drive wheels when traveling adverse terrain. Materials shall be of the best quality used for the purpose in commercial practice. Materials shall be free from all defects and imperfections that might affect the serviceability of the finished product.

SECTION 03: STANDARDIZATION

All components, sub-assemblies, equipment and accessories not originally manufactured by the BIDDER must be installed by or in strict conformance with the standard installation and use requirements of the manufacturer of such items. Any modifications to these standard installation and use requirements must be evidenced by the written concurrence of the manufacturer of such components, sub-assemblies, equipment or accessories. Documentation of concurrence must be submitted when requested, in writing, by the SPONSOR. BIDDER must state the basic model number, which the equipment is listed or referred to in a publication of recognized standing in the industry. In addition, the BIDDER must submit all available specifications, data and descriptive literature covering the equipment proposed in response to the proposal.

SECTION 04: IDENTIFICATION PLATES

Identification plates of sufficient size to be easily read must be conspicuously displayed and securely fastened to the engine, chassis controls, compartments, valves and all other components showing all information necessary for the proper identification and/or operation of these units. Similarly, identification plates or other suitable methods indicating operational parameters for pressure, temperature, tachometer and other similar critical operation indicators are required.

SECTION 05: CERTIFICATIONS

The successful BIDDER will be required, prior to acceptance of and payment for the delivered equipment, to provide, upon the written request of the SPONSOR, a "Certification of Suitability" for all driveline and power train components not manufactured by the BIDDER. The manufacturer's published rating shall not be raised to conform to the inherent requirements of

this procurement, and shall be at least equal to the load imposed, with adequate safety factor applies at normal maximum operations configuration and conditions. This requirement extends to, but not limited to, the following components: engine, transmission, transfer case, drive shaft, axles, lockouts, suspension system, hydraulic system, braking system, generator, air compressor, steering mechanism and other similar components, if supplied as a part of the Contract.

SECTION 06: COMPLIANCE WITH REGULATORY REQUIREMENTS

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

SECTION 07: COMPLIANCE WITH FEDERALLY ASSISTED CONTRACTS REGULATORY REQUIREMENTS

The work in this contract is included in an Airport Improvement Program project which is being undertaken and accomplished by the SPONSOR in accordance with the terms and conditions of a grant agreement between the SPONSOR and the United States, and the Airport and Airway Improvement Act of 1982 and FAR Part 152 (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under the Act. The United States is not a party to this contract and not reference in this contract to the Federal Aviation Administration or any representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

SECTION 08: NON-CONSTRUCTION CONTRACT, CIVIL RIGHTS ACT OF 1964, TITLE VI, 49 CFR PART 21, CONTRACTUAL 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:

8.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

8.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall 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 shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

8.3 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

8.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in exclusive possession of another who fails to refuse to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

8.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

8.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 8.1 through 8.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 09: AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 GENERAL CIVIL RIGHTS PROVISIONS, 49 USC 47123

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

This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

SECTION 10: ACCESS TO RECORDS AND REPORTS, 49 CFR PART 18.36 (i)

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

SECTION 11: RIGHTS TO INVENTIONS, 49 CFR PART 18.36 (i)(8)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

SECTION 12: DISADVANTAGED BUSINESS ENTERPRISES, 49 CFR PART 26

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 DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

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 ten days from the receipt of each payment the prime contractor receives from the Sponsor or the Sponsor’s Agent. The prime contractor agrees further to return retainage payments to each subcontractor within ten 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 Sponsor or the Sponsor’s Agent. This clause applies to both DBE and non-DBE subcontractors.

SECTION 13: LOBBYING AND INFLUENCING FEDERAL EMPLOYEES, 49 CFR PART 20, APPENDIX A

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

(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 any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

SECTION 14: TRADE RESTRICTION CLAUSE, 49 CFR PART 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

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

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification of that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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.

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

SECTION 15: TERMINATION OF CONTRACT, 49 CFR PART 18 18.36(i)(2)

a. The sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

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

SECTION 16: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, 49 CFR PART 29

The BIDDER/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the BIDDER/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

SECTION 17: BREACH OF CONTRACT TERMS, 49 CFR PART 18.36

Any violation or breach of terms of this contract on the part of the contractor or their 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. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION 18: CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS (VERSION 2, 4/23/90)

For contracts in excess of \$100,000 the contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of violating facilities;
- b. To comply with all requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act as amended, 33 U.S.C. 1252 et seq. relating to inspection, monitoring, entry reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication for the EPA indication that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract, which exceeds \$100,000 the aforementioned criteria and requirements.

SECTION 19: DAVIS BACON REQUIREMENT-29 CFR PART 5

This section shall apply to all contracts in excess of \$2,000.00:

- (1) Minimum wages (Incorporated by reference in this contract)
- (2) Withholding (incorporated by reference in this contract)
- (3) Payrolls and basic records (Incorporated by reference in this contract)
- (4) Apprentices and Trainees (Incorporated by reference in this contract)
- (5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract Termination: Debarment. A breach of the contract clauses in paragraph (1) through (10) of this section and paragraphs (1) through (5) of the next section below may be grounds for termination of the contract, and for the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretation of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

(10) Certification of Eligibility.

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

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

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

SECTION 20: CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS-29 CFR PART 5

For contracts in excess of \$2,000 the contractor hereby agrees to the following:

(1) Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any work week in which he or she is employed on such work, to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph 1 above, the contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor

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

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

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

(5) Working Conditions. No contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surrounding or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

SECTION 21: EQUAL EMPLOYMENT OPPORTUNITY 41 CFR PART 60-1.4(b)

This section shall apply to contracts in excess of \$10,000. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant of employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary or Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 or September 24, 1965, and by rules, regulations, or orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order enforcing, such provisions, including sanctions for noncompliance; Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United State to enter into such litigation to protect the interests of the United States.

SECTION 22: CATALOGS AND MAUALS

The successful BIDDER will be required to furnish three (3) complete parts, maintenance and operator's manuals for the vehicle, hydraulic system and all components, equipment and accessories supplied.

SECTION 23: FAA INSEPECTION AND REVIEW

The contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

SECTION 24: DELIVERY

The fully assembled and operational vehicle, including all equipment and accessories shall be delivered within one hundred twenty (120) calendar days from the date of the SPONSOR'S purchase order to the following location:

**ALPENA COUNTY REGIONAL AIRPORT
1617 AIRPORT ROAD
ALPENA, MICHIGAN 49707**

All arrangements for common carrier shipping shall be made by the CONTRACTOR, the cost of which shall be prepaid by the CONTRACTOR and included in the CONTRACTOR quoted lump sum bid. The SPONSOR'S prior approval for the proposed shipment must be obtained.

SECTION 25: SPECIAL NOTICE, W9 SUBMITTAL

In order for payments to be issued through the Michigan Department of Transportation the designated low BIDDER, prior award of the contract, shall file with the contracting office a 'Request for Taxpayer Identification Number and Certification.' This must be U.S. Department of Treasury, Internal Revenue Service Form W-9, which must be completed and returned to the contracting office prior to the award of the contract.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status, Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontractors to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as a hereinbefore set forth in Section I of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, such action shall include, but no be limited to the following: rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individuals ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking for bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan civil Rights Commission, and/or its

agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission maybe, as part of its order based upon such findings, certify said findings to the Administrative Board of the Sate of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contraction agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

APPENDIX B
CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal 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 federal 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.

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.

The prospective participant also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.