



Request for Bid

FOR

2026 (or newer) MODEL

**Snow Removal Equipment
(Snowplows x 2)**

04/10/2026

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ADVERTISEMENT FOR BIDS

Sealed proposals for the procurement of the following Vehicle will be received from Bidders at the time and place indicated below and will then be publicly opened and read:

Sponsor of Project: Bishop International Airport Authority

Vehicle: Two (2) 2026 (or newer year model) airfield snow and ice removal vehicles, equipped with snowplows and sand spreaders.

(Required Specifications Attached in Bid Documents)

Delivered to the Bishop International Airport

Bid Packages: May be picked up starting April 10, 2026 at:

Bishop International Airport Authority
Main Terminal – Administration Office
3425 West Bristol Rd.
Flint, MI 48507

Or

Downloaded from the web at:

<https://www.bishopairport.org/doing-business/doing-business-overview/fnt-business-opportunities/public-notice-bid-opportunities>

*****NOTE FOR BIDDERS DOWNLOADING DOCUMENTS FROM THE WEBSITE*****
In order to receive addendums or changes, Bidder must notify the airport via email to mnoonan@bishopairport.org of their intent to Bid in order to receive addenda, if any.

Bid Submission/Deadline: Sealed bids will be received by Bishop International Airport Authority until **10:00 a.m. Eastern Time on May 19, 2026**, at which time all bids will be publicly opened. ANY BIDS RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED.

Dated and signed at Flint, County of Genesee, Michigan this 10 day of April, 2026.

Owner/Authority: Bishop International Airport Authority

By: *Christopher Yeates*
Christopher Yeates
Chief Operating Officer

INSTRUCTIONS TO BIDDERS

Bishop International Airport Authority (Authority), Flint, Michigan

1. It is the intent of this Request for Bids to define requirements in sufficient detail to secure comparable bids. Bids shall be in accordance with bid document requirements. Bids not conforming to the requested format or not in compliance with the specifications will be considered non-responsive.
2. The Bidder will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this advertisement. All materials and documents submitted in response to this advertisement become the property of the Authority and will not be returned.
3. The award of this purchase is subject to the approval of the Bishop International Airport Authority Board of Directors
4. Sealed Bids for the above vehicles will be received by the Authority as:
 - a. A single lump sum Bid for the vehicle separately including specified options.
 - b. Unit prices where applicable.
5. Bids will be received by the Authority at the Airport Administration Office at Bishop International Airport Authority, Flint, Michigan, on May 19, 2026, at 10:00 a.m., at which time all bids will be publicly opened and read aloud in the Pelavin Conference Room within the Terminal Building. Bids submitted after the specified due date and time will be rejected as late and will not be accepted.
6. Bidders may obtain Bid Documents and addenda (if posted) from the Administration Office of Bishop International Airport Authority beginning April 10, 2026, during regular business hours; or downloaded at <https://www.bishopairport.org/doing-business/doing-business-overview/fnt-business-opportunities/public-notices-bid-opportunities>. No deposit is required. The Administrative Office of Bishop International Airport is located at 3425 W. Bristol Rd., Flint, MI 48507. 810-235-6560. Bid Documents include; Advertisement for Bids, Instructions to Bidders, General Conditions, Bid Submission Checklist, Bid Form, Bid Specification Certification, Non-Collusion Affidavit, Bid Guaranty, Surety's Bond Affidavit, Affidavit of Compliance – Iran Economic Sanctions, Certification – Tax Delinquency and Felony Convictions, Buy American Certification of Compliance, Acknowledgement of Addenda, Vehicle Specifications, Contract Provisions, Federal Contract Provisions, and Purchase Agreement.

*****NOTE FOR BIDDERS DOWNLOADING DOCUMENTS FROM THE WEBSITE*****

In order to receive addendums or changes, Bidder must notify the airport via email to mnoonan@bishopairport.org of their intent to Bid in order to receive addenda, if any.

7. If any Bidder is in doubt as to the true meaning, spirit and intent of the Bid Documents, the Bidder may make request for interpretation thereof, provided said request is received by the Authority No Later Than (NLT) May 8, 2026, to allow sufficient time for the Authority to issue an addendum, if required. Any interpretation of the Bid Documents, if

made, will be by Addendum only and will be available online at the Public Notice/Bid Opportunities webpage. The Authority is not responsible for any other explanations or interpretations made prior to closing time set for receipt of Bids. No explanations or interpretations made orally will be considered binding.

The Authority is committed to providing all interested parties with accurate and consistent information in order to ensure that no bidder obtains an undue competitive advantage. To this end, from the date of this bid advertisement through award of agreement, the sole Authority contact for the 2026 Snow Removal Equipment (Snowplow) is:

Christopher Yeates
Chief Operating Officer
3425 W. Bristol Road,
Flint, MI 48507
cyeates@bishopairport.org

8. All Bidders interested in providing this service (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) shall refrain from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection including: the Selection Committee, Authority Board of Directors, and Airport staff. All contact regarding this solicitation and selection process should be addressed to the Chief Operating Officer as identified above.
9. This document outlines the prerequisites, selection process and documentation necessary to submit a bid for the requested vehicle. Before submitting a Bid, Bidders shall carefully examine all Specifications and other Bid Documents in order to avoid omissions or duplications. Submission of a Bid signifies that the Bidder has reviewed the documents, has made examinations and is fully conversant with all conditions under which the work is to be performed. No claims for additional compensation will be considered or paid to the successful Bidder due to said successful Bidder's failure to be so informed.
10. Bids shall be submitted on the forms provided and shall be delivered in sealed, opaque envelopes bearing the following inscriptions:

2026 SNOW REMOVAL EQUIPMENT (SNOWPLOWS)
BID DOCUMENTS – PLEASE KEEP SEALED

Address all Bids to: Bishop International Airport Authority
ATTN: Mr. Nino Sapone, A.A.E.
3425 W. Bristol Rd.
Flint, Michigan 48507

Bids not submitted in the manner described herein may be considered nonresponsive and subject to rejection. Bids must be submitted completely and accurately, and include all information required in the Bid Content section of this solicitation. If any bid is submitted and judged incomplete or insufficient by the Authority, the bid may be rejected.

11. Bidders shall state a guaranteed delivery schedule. The Bishop International Airport Authority acknowledges that such guaranteed delivery shall be subject to delay or failure due in whole or part to labor strikes, public commotion, Acts of God, or other causes beyond the control of the manufacturer. The manufacturer shall provide conclusive evidence of such cause to the Bishop International Airport Authority. In no event shall delivery be more than **THREE HUNDRED AND SIXTY (360) DAYS** FOR THE 2026 SNOWPLOWS, after the date of executing the Purchase Agreement by the Authority, or the Bidder's guaranteed date whichever is less, except for minor replacement, correction, or adjustment of items which do not interfere with the complete operation and utilization of all parts of the equipment. The successful Bidder shall complete the work to the satisfaction of the Authority on or before dates specified. In cases where delivery is significantly delayed the Authority may at its sole discretion cancel, modify or change the order.
12. Vehicles not manufactured or assembled in the United States will not be accepted. Bidders shall provide suitable evidence if necessary.
13. Bidders shall delete from their Bid, all State of Michigan sales taxes and any Federal Excise Taxes. The Airport Authority is tax exempt. A certificate will be submitted if required.
14. A Bid may not be withdrawn or cancelled by a Bidder for a period of ninety (90) days following the time and date set for receipt of Bids.
15. The Authority reserves the right to accept or reject any or all Bids, to waive irregularities, and to accept a Bid which, in the Authority's opinion, is the most responsive and responsible Bidder who is determined by the Authority to be in its best interests.
16. Negligence in preparation, improper preparation, errors in or omissions from Bids shall not relieve a Bidder from fulfillment of any and all obligations and requirements of the Bid Documents.
17. No responsibility shall attach to the Authority, or the authorized representatives for the premature opening of any Bid that is not properly addressed and identified.
18. The Bid Documents, as outlined, shall imply the inclusion of the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent or employee of the Authority or by any other person.
19. Bidders shall submit, along with their Bid, one (1) copy of descriptive literature, catalog cuts and specification of each item Bid.
20. Each Bidder shall execute the Non-Collusion Affidavit in the form herein provided, to the effect that he/she has not colluded with any other person, firm, corporation, or Authority employee, in regard to the Bid submitted.
21. If a Bidder should find discrepancies or omissions in these Bid Documents, he/she should at once notify the Director of Facilities and Operations of the Bishop International Airport Authority.

22. BOND REQUIREMENTS

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

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

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

23. COMPLIANCE WITH LAW

The Bidder covenants and agrees that he/she and his/her agents and employees will comply with all local, state, and federal laws, applicable national and local codes, Bishop International Airport Authority Rules and Regulations applicable to the work to be conducted under these Bid documents and that he/she shall obtain all necessary permits, fees and licenses necessary for the proper execution and completion of the work, pay all required fees and taxes, and otherwise perform these services in a legal manner. Bishop International Airport Authority Rules and Regulations are available upon request. The Bidder is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him/her from responsibility.

24. AWARD OF BID

- a. All Bids will be reviewed by the Authority and will recommend to the Authority's Board of Directors, the bid that best meets the Authority's needs and requirements. Unsuccessful Bidders will not automatically be notified of Award results.
- b. Board recommendation will be for that responsive and responsible Bidder whose Bid conforms to this solicitation, will be most advantageous to the Authority; price and other factors considered.
- c. Bid prices will be evaluated based on the cost of the base bid only.
- d. The Authority reserves the option of awarding this Bid in any manner most advantageous for the Authority.
- e. The Bishop International Airport Authority reserves the right to postpone the Bid opening for its own convenience.
- f. Any and all proposals as submitted herein are subject to further negotiation at the option of Authority.

- g. Further, no contract or agreement of any kind arising out of this Bid and/or negotiations shall be binding or valid against the Authority, its department, officers, employees, or agents unless such contract or agreement is in writing and has been authorized by the Bishop International Airport Authority Board of Directors and signed by the Board Chairman and Board Secretary, or designee.
25. Any quantities given for a vehicle are approximate and may be increased or decreased at the discretion of the Airport Authority.
26. The agreement shall be subject to the contract provisions listed herein. A complete list of the contracting provisions is included in these bid documents. Each Bidder is individually responsible for the careful examination of the contract provisions and specifications. The failure or omission by any Bidder to do so shall in no way relieve any Bidder from any obligations with respect to its bid.
27. Any information received within the Bid will be considered part of the public record for this advertisement process and a public record subject to disclose.
28. Upon delivery, the Bidder shall provide familiarization training, covering machine operation, cleaning and maintenance, as specified in the technical specifications.

29. DISQUALIFICATION OF BIDDERS

- a. Any of the following causes may be considered sufficient to disqualify a Bidder from bidding, provided however, such list is illustrative only and other causes for disqualification may be found by the Authority:
 - i. Submission of more than one bid hereunder by an individual, firm, or corporation under the same or difference names;
 - ii. Evidence of collusion among Bidders;
 - iii. A Bidder's default or arrearage under any previous or existing agreement with the Authority;
 - iv. Existence of any unresolved claims between the Bidder and the Authority; and/or
 - v. Misrepresentation or omission of material information submitted by any Bidder.

30. PREPARATION AND SUBMISSION OF PROPOSAL

- a. A complete Proposal must include the following items:
 - i. Completed and Signed Bid Form
 - ii. Completed and Signed Bid Specification Certification
 - iii. Signed Non-Collusion Affidavit
 - iv. Signed Bid Guaranty
 - v. Signed Surety's Bond Affidavit
 - vi. Signed Affidavit of Compliance – Iran Economic Sanctions
 - vii. Signed Certification – Tax Delinquency and Felony Convictions
 - viii. Completed and Signed Buy America Certification Form
 - ix. Signed Acknowledgement of Addenda
 - x. Certificate of Insurance

- xi. Vehicle Information Brochures (providing model, descriptive literature, catalog cuts and specifications).
- b. The Bidder must submit his/her bid on the forms furnished by the Authority along with additional pages as requested. All blank spaces in the bid forms must be correctly filled in where indicated and the Bidder must state the prices in numerals.
- c. Bidder must state the basic model number under which the vehicle 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 vehicle proposed in response to the proposal.
- d. The manufacturer shall state in writing and file with his Bid the Country in which the Vehicle will be Manufactured and the availability of parts and service. The manufacturer shall guarantee that replacement parts and service shall be available for the vehicle for a minimum of ten (10) years.
- e. The Bidder shall state in writing and file with their Bid, the number and the location of the nearest service personnel, and shall also state the hours of operation for the service facility.
- f. Successful Bidder will be required to furnish one (1) set of operator, parts and service manuals for each vehicle, and all accessories supplied.
- g. Erasures or other changes in a proposal shall be explained or noted over the signature of the Bidder.
- h. Each bid shall indicate the full business name and address of the Bidder and shall be signed by him/her with his/her usual signature.
- i. Bids containing reservations, conditions, omissions, unexplained erasures or alterations, or irregularities of any kind may be rejected by the Authority.

31. PERIOD OF PERFORMANCE

If awarded the Bid, the bidder agrees to complete the work ***WITHIN THREE HUNDRED SIXTY DAYS (360)***. Any variation of this delivery schedule shall be noted on the Bid form.

32. PAYMENT TO CONTRACTORS

- a. The Contractor is to invoice the Authority upon delivery of the vehicle.
- b. Payments for invoices will be made within 30 days after receipt of proper invoices.

33. PROCUREMENT SCHEDULE

Action	Date
RFB Issued and Available	April 10, 2026
Final Day to Submit Written Questions	May 8, 2026

Proposals due by 10:00am EDT	May 19, 2026
Anticipated Recommendation to Authority Board	May 26, 2026

34. RIGHTS RESERVED

In addition to all other rights reserved, the Authority reserves the following rights:

- a. To extend the date for submittal of responses.
- b. To request additional information from any or all Bidders.
- c. To supplement, amend, or otherwise modify the advertisement through addenda issued.
- d. To cancel this advertisement with or without substitution of another advertisement.
- e. To reissue this advertisement.
- f. To make such reviews and investigations, as it considered necessary and appropriate, for evaluation of bids.
- g. To not select any Bidder if the proposed price is more than the Authority's budget for the work.
- h. To reject any bid in the event that the Authority's analysis of the Bidder's financial status and capacity indicates, in the Authority's judgement, that the Bidder is not able to successfully perform the work.
- i. To cancel this advertisement process in the event only one bid is received by the deadline.
- j. To deem a bid non-responsive if the Authority obtains information from any reference check that reveals concerns about the Bidder's past performance or ability to successfully perform the work.

GENERAL CONDITIONS

- A. It is not the intent of the specifications to preclude reputable manufacturers and/or suppliers from participating. It is the intent of the specifications to secure for the Authority the equipment which will be most suitable for its needs as described in the specifications.
- B. The Authority has made every effort to include enough information within this advertisement for all Bidders to prepare a responsive bid. Bidders are encouraged to submit the most comprehensive and competitive information possible. Bids that do not respond completely or sufficiently to the evaluation criteria in this advertisement may be rejected as non-responsive or not be further considered.
- C. Submission of a bid will be construed as conclusive presumption that the Bidder is thoroughly familiar with the advertisement documents and specifications and that the Bidder understands and agrees to abide in strict accordance with each and all of the stipulations and requirements contained therein.
- D. The price quoted shall be for a complete unit constructed in accordance with the specifications and completely ready to be placed in operation and shall include all set up charges.
- E. Delivery shall be made F.O.B. Bishop International Airport, Flint, Michigan.
- F. The successful Bidder shall assume full responsibility for all materials, workmanship and accessories used in the unit whether of his manufacturer or by others.
- G. The Authority will accept only firm Bids. Escalator clauses shall not be included in this Bid.
- H. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Authority to practice nondiscrimination based on race, color, sex, religion, age, marital status, sexual orientation, national origin, or the presence of any sensory, mental or physical disability in consideration of an award or performance of this contract. The Authority requires participation by all firms qualifying under this solicitation regardless of business size or ownership.

I. FREEDOM OF INFORMATION ACT

The Authority is subject to the Freedom of Information Act, 5 U.S.C. § 552. Accordingly, notwithstanding any claim of confidentiality or that any or all of the Bidder's submittal contains propriety information, the Bidder understands by its submission of a bid that such bid may be disclosed pursuant to a public records request.

J. PROTEST APPEAL PROCEDURE

In accordance with the Authority's Purchasing Policy, a Protester may file with the Authority's Chief Executive Officer a protest about any or all of the following:

1. Alleged defects in a Competitive Solicitation process;
2. A contract award recommendation reached through a Competitive Solicitation process; or
3. Award of a contract.

In order for a protest to be valid, the Protestor shall file the protest prior to award of the contract to which it relates, unless the Protester did not know and could not have known of the facts giving rise to such protest prior to the contract award. In such cases, the protest must be filed within 3 business days after the award of the contract to which the protest pertains. A Protester shall be deemed to have known of the facts giving rise to its protest prior to the contract award if the Authority sent notice of the contract award recommendation to the Protestor at least 5 business days prior to the award of the contract.

In order for a protest to be valid, it shall be filed in writing and include the following information:

1. Name, address, telephone number, and email of the Protester.
2. Description of the Competitive Solicitation to which the protest relates.
3. A detailed statement of the legal or factual grounds, or both, for the protest. The protest shall include copies or specific reference to all documents, statutes or other materials the Protester wants the Authority to consider, and the Authority may, but need not, consider any data or material not included with or made specific reference to in the protest.
4. A statement of the relief requested by the Protester.

The contract award process shall not proceed further until the Authority makes a written determination about the merits of the protest, unless the Authority, in consultation with the General Counsel, determines in writing that:

1. The protest does not provide sufficient information to make a determination on its merits; or
2. Award of the contract without delay is necessary to protect the Authority's best interests.

If the Authority determines that the protest is without merit, the solicitation or contract award process may continue.

If the Authority determines that the protest is with merit, then the Authority shall recommend relief to address the protest to the Chief Executive Officer, and the Authority shall provide any relief approved by the Chief Executive Officer. No matter the outcome, the Authority shall provide the Protester with the outcome of the protest along with a description of how the Authority reached such outcome.

Failure to meet any applicable deadline for a protest shall constitute a waiver of any and all rights to protest.

K. 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 Vehicle Code for operation on the public highway. In addition, the successful Bidder shall furnish the Authority with a "Manufacturer's Statement of Origin" and notarized "Bill of Sale" in conformance with the State of Michigan Motor Vehicle Code and/or other documents, if necessary, to obtain a State of Michigan Motor Vehicle Certificate of Title.

It is 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.

L. DEFAULT

Default is defined as the failure of the Bidder to fulfill the obligations of the Bid, including but not limited to, failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified. In case of the default of the Bidder, the Authority may cancel the Bid and procure the articles or services from other sources and hold the Bidder responsible for any excess costs occasioned thereby.

M. PROTOTYPE VEHICLE

Prototype vehicles will not be accepted as complying with this specification. A prototype vehicle is defined as one that has not been developed and tested by the manufacturer with neither a record of certifiable test results nor supporting manuals. To be considered acceptable, the Bidder must demonstrate experience in the design and manufacture of the specified vehicle by submitting with the Bid two different owners that have purchased a similar vehicle to the one offered in this proposal within the last two years and provide documentation of a current model in production meeting operational standards and testing contained in FAA Advisory Circular 150/5220-20. In order to verify that the vehicle being bid is not a prototype vehicle; the Authority must be able to view the same current production model as bid within five (5) days after the bid opening if the vehicle is suspected to be a prototype vehicle. Costs to bring the current production model to the Bishop International Airport or to bring two airport personnel to the current production model shall be at the Bidder's expense. The Authority may waive any and all informalities, as it may be most advantageous to the Authority, and solely reserves determination of a prototype or acceptable vehicle.

N. SAMPLE PURCHASE AGREEMENT

An example of the Authority's standard for Purchase Agreement and appropriate provisions is attached as Attachment B. The Purchase Agreement will be in a form that substantially conforms to Attachment B.

BISHOP INTERNATIONAL AIRPORT AUTHORITY

BID SUBMISSION CHECKLIST

The following information and documents must be submitted in the order noted below as part of the sealed bid for the bid to be considered responsive:

	<u>Attached or Included</u>
1. Bid Form	Yes _____ No _____
2. Bid Specification Certification	Yes _____ No _____
3. Non-Collusion Affidavit	Yes _____ No _____
4. Bid Guaranty	Yes _____ No _____
5. Surety's Bond Affidavit	Yes _____ No _____
6. Affidavit of Compliance – Iran Economic Sanctions	Yes _____ No _____
7. Certification – Tax Delinquency and Felony Convictions	Yes _____ No _____
8. Buy American Certification of Compliance	Yes _____ No _____
9. Acknowledgement of Addenda(s)	Yes _____ No _____
10. Certification of Insurance	Yes _____ No _____
11. Attachments/Vehicle Literature	Yes _____ No _____

Submission Due Date: May 19, 2026 – 10:00am

Complete Package: Yes _____ No _____

BISHOP INTERNATIONAL AIRPORT AUTHORITY

BID FORMS

BID FORM

Date of Bid: _____

BID TO: BISHOP INTERNATIONAL AIRPORT AUTHORITY
3425 W. BRISTOL RD.
FLINT, MI 48507

BID FROM: _____

Two (2) 2026 (or newer year model) Airfield Snow and Ice Removal Vehicles, equipped with snowplows and sand spreaders - **Vehicle Specifications Attached, Page 28**

Vehicle Model Information: _____ Delivered to Bishop International Airport Including 2 Set of Operator, Parts, and Service Manuals

The undersigned, having familiarized themselves with the conditions affecting the cost of the work and having examined the Bid Documents, hereby propose to furnish all labor, materials, equipment, licensing and services required for the proper completion of the 2026 Airfield Snow and Ice Removal Vehicles, equipped with snowplows and sand spreaders, including all addenda issued thereto, for the BASE BID sum of:

\$ _____

BASE BID PRICE (DELIVERED TO FLINT) \$ _____

No.	Description	Qty.	Unit of Meas.	Unit Price	Total Price
BASE BID					
1	Snow Removal Equipment (Snowplow)	2	EACH	\$	\$
ADD ALERNATE BID OPTIONS					
A1	Diagnostic Monitoring Equipment	1/vehicle	LSUM	\$	\$
A2	Laser Guidance System	1/vehicle	LSUM	\$	\$
A3	Rear View Camera	1/vehicle	LSUM	\$	\$
A4	Lateral "G" Warning System	1/vehicle	LSUM	\$	\$
A5	Spreader Path Camera	1/vehicle	LSUM	\$	\$
A6	Extended Warranty and Yearly Service Inspections	1/vehicle	LSUM	\$	\$

DELIVERY GUARANTEED WITHIN _____ CALENDAR DAYS AFTER ORDER

The Bidder, by submitting this Bid, agrees to the following:

1. To hold this Bid open for ninety (90) days following the time and date set for receipt of Bids.
2. To abide by the Instructions to Bidders, General Conditions, and Contract Provisions
3. To perform the work in accordance with Bid Documents within time period stated.
4. To have enclosed herewith the Proposal Guaranty in the form specified in Section 22 of the Instructions to Bidders which is submitted as a guarantee of the good faith of the Bid.
5. To execute the Contract within 15 days of notice to award, in accordance with the Proposal as accepted, and satisfy the Contract bonding and insurance requirements stipulated in Section 22 of the Instructions to Bidders and General Conditions; and that upon failure or refusal to do so, the Proposal Guaranty accompanying the Bid shall be forfeited to and become the property of the Authority as liquidated damages for such failure or refusal.

Respectfully submitted,

_____ (Company)

By: _____

(If a corporation, affix seal)

Title: _____

Official Address: _____

Telephone No. (____) _____

BID SPECIFICATION CERTIFICATION

The undersigned hereby certifies and warrants the 2026 (or newer year model) Airfield Snow and Ice Removal Vehicles, equipped with snowplows and sand spreaders, provided by the Bidder complies in all respects to the requested specifications. Furthermore, the Bidder certifies that the proposed vehicle is not a prototype vehicle as described in **Section N** of the General Conditions.

Please provide three different owners that have received a similar vehicle within the last two years:

Reference 1

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Reference 2

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Reference 3

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Year of Vehicles: _____

Manufacturer of Vehicle: _____

Model No. of Vehicle: _____

Gross Vehicle Weight: _____ Truck Height: _____ Truck Width: _____

Vehicle Engine Mfr. and Model No.: _____

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

Manufacturer of Transmission & Model No.: _____

Manufacturer of Transfer Case & Model No.: _____

Manufacturer of Snowplow & Model No.: _____

Manufacturer of Solid Material Spreader & Model No.: _____

Tire Designation: Front _____ Back: _____

Alternator Electrical Output: _____ amps and _____ amps

Total Capacity Battery Cold Cracking Power at 0° F: _____ amps
Fuel Tank Capacity: _____ gal. Hydraulic Oil Tank Cap.: _____ gal.
Axle Rating, Front: _____ lbs. Rear: _____ lbs

WARRANTY – YEARS/MONTHS/MILES/HOURS

Vehicle Engine: _____

Transmission: _____

Chassis w/electrical: _____

Front Axle(s): _____

Rear Axle(s): _____

Solid Material Spreader: _____

Snowplow: _____

The location where the vehicle will be manufactured: _____

The location of the nearest service personnel, and the hours of operation for the service facility:

Nearest Service Facility

Location: _____

Hours of Operation: _____

Number of Service Personnel: _____

BIDDING COMPANY

BUSINESS ENTITY

(Corporation-Partnership-Single Owner, etc.)

BY _____

TITLE _____

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and authorized agents or representatives present at the time of filing of this Bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such Bishop International Airport Authority, Flint, MI whereby such affiant or affiant(s) or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiant(s) or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the Bid sought for by the attached Bid, that no inducement of any form or character other than that which appears on the face of the Bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Bid or awarding of the Bid, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Bid sought by these Bid Documents.

BIDDING COMPANY

BUSINESS ENTITY

(Corporation-Partnership-Single Owner, etc.)

SIGNATURE: _____

TITLE: _____

DATE OF BID: _____

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

(Notary's Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____

County: _____

My Commission expires: _____

BID GUARANTY

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

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

THE CONDITION OF THIS OBLIGATION is such that if Principal:

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

Signed this _____ day of _____, 20__.

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

Principal

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

By: _____
Title

(Affix Surety's Corporate Seal)

Surety

SURETY'S BOND AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

Said _____ further certifies that as agent or attorney-in-fact for the said Surety, he/she has signed the attached bond in the sum of

_____ (U.S. \$ _____) on behalf of _____ to the Bishop International Airport Authority covering the purchase of Snow Removal Equipment (snowplow).

Said _____ further certifies that the premium on the said bond is

\$ _____ which will be paid in full directly to the Surety or to him as agent or attorney-in-fact, and included in his/her regular commission as agent or attorney-in-fact, for the execution of said bond and that his/her commission will not be divided with anyone except _____ who is a duly authorized insurance agent properly licensed under the laws of the State of Michigan.

COUNTERSIGNED:

SURETY

Michigan Resident Agent

Attorney-in-fact

Address of Resident Agent

Acknowledgement for Attorney-in-fact

Address of Bond Company

Sworn to and subscribed before me
This _____ day of _____, 20__

Phone Number

Notary Public, State of _____

My Commission Expires: _____

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

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

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

CONTRACTOR:

Name of Contractor

By: _____

Its: _____

Date: _____

STATE OF: _____ }

ss.

COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____.

(Notary's Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____

County: _____

My Commission expires: _____

CERTIFICATION OF OFFER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

BUY AMERICAN CERTIFICATION OF COMPLIANCE

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

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

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

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

Required Documentation

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

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

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

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

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At a minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic sources exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

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

Date

Signature

Company Name

Title

ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the bid. Failure to acknowledge receipt of all addenda, if any, may cause the bid to be considered nonresponsive.

The undersigned acknowledges receipt of the following addenda to the RFB:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Company Name: _____

Company Address: _____

Telephone Number: _____

Email Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date Signed: _____

VEHICLE SPECIFICATIONS

TECHNICAL REQUIREMENTS SNOW REMOVAL EQUIPMENT (SNOWPLOW)

PART 1 - GENERAL

This specification is the basis for procurement of a heavy-duty snow and ice removal vehicle. The unit shall include a combination of carrier vehicle, snowplow, scraper, and solid material spreader intended for removing snow and ice from airport operational areas, including runways, taxiways, and apron areas.

1. RELATED INFORMATION.

- A. FAA Advisory Circular *150/5220-20A Airport Snow and Ice Control Equipment*
- B. SAE International *ARP5943 Snowplows and Hitches*
- C. SAE International *ARP6059A Solid De-Icing/Anti-Icing Material Spreader for Airport Application*

2. REQUIREMENTS.

The Snowplow shall meet the requirements of Federal Aviation Administration Advisory Circular (AC) 150/5220-20A, *Airport Snow and Ice Control Equipment* and be in accordance with SAE International ARP5943, *Snowplows and Hitches*, and SAE International ARP6059A, *Solid De-Icing/Anti-Icing Material Spreader for Airport Application*.

This specification is intended to identify the technical requirements for a carrier vehicle equipped with snowplow, underbody-mounted scraper, and solid material spreader. The vehicle, equipped with snowplow, scraper, and solid material spreader, shall meet the requirements of FAA AC 150/5220-20A, as amended by SAE ARP5943, SAE ARP6059A, and as modified by this specification.

3. SYSTEM DESCRIPTION.

The snowplow configuration shall utilize a 4x4 drive power unit with front mounted snowplow, underbody-mounted scraper, and rear mounted solid material spreaders. The carrier vehicle shall be a traditional truck style vehicle. **Prototype vehicles shall not be allowed.**

The snowplow shall have the ability to operate at forward speeds of at least 40 mph.

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

4. BID SUBMITTALS.

Each Bidder shall submit with his bid two copies of complete documentation and illustrative descriptions, to include certifications, brochures, catalogue cut sheets and technical data, of

the equipment offered to demonstrate that the equipment will meet the requirements of the technical specifications. The documentation to be submitted with the bid shall be for current production components and equipment and shall be dated no more than five years prior to the bid opening.

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

5. SHOP DRAWINGS AND PRODUCTION SCHEDULE.

Within sixty (60) calendar days of the effective date of the Contract, the Vendor shall provide to the Owner complete shop drawings of all system components and operating systems comprising the equipment to be provided.

Within sixty (60) calendar days of the effective date of the Contract, the Vendor shall provide to the Owner a production schedule indicating the dates of substantial completion of each major component and operating system. The schedule shall also indicate the dates of final completion, testing, shipment and delivery of the equipment.

6. OPERATIONAL STANDARDS AND TESTING.

Each Bidder shall certify that the equipment offered complies with the performance requirements of FAA Advisory Circular 150/5220-20A, *Airport Snow and Ice Control Equipment*, SAE ARP5943 *Snowplows and Hitches*, SAE ARP6059A *Solid De-Icing/Anti-Icing Material Spreader for Airport Application*, and this specification. Each Bidder shall submit the certification with the bid. Equipment testing shall be conducted on standard production models.

7. DELIVERY.

A. Preparation for Delivery:

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

B. Field Testing, Startup and Operations, and Maintenance Training. A qualified field service technician or manufacturer's representative is required to provide commissioning, startup, and field testing of the equipment at the Airport to verify operation and performance in conformance with the specifications and intended use. The factory qualified representative shall provide training for at least 8 employees. Training shall include 16 hours for operators and an additional 8 hours of mechanics training.

Training sessions shall include both in the field and classroom environments and shall encompass proper operation and maintenance of the equipment provided. Training shall be focused on use of operations and maintenance manuals provided by the Vendor and other appropriate presentation material. The Vendor shall provide the Owner a detailed

agenda of training sessions not less than 14 days in advance of the agreed upon training date.

Upon delivery, the Vendor shall coordinate with the Owner to arrange an exact timeframe for the commissioning, startup, and field testing of the vehicle, as well as the required training sessions. The vehicle warranty time period is activated following the completion of all these commissioning, testing, and training requirements.

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

1. Operator's Manual with lubrication chart. Operator's Manual shall be a printed document.
2. Maintenance and Service Manual. All applicable service manuals, to include service and repair manuals for all assemblies and subassemblies such as power plant, drive system, hydraulic system, etc. Maintenance and Service Manual shall be a printed document.
3. Parts Manual. All parts not originally fabricated by the manufacturer of the carrier vehicle shall be cross-referenced by the original manufacturer's name and number as well as the supplier's number.
4. Provide electronic media for Manuals on USB flash drive.
5. Internet Access. If available, provide internet access to parts manuals.
6. Electrical schematics. Electrical schematics shall be provided in both hard copy and electronic format.
7. Operator Video. If available, provide a video for operator training of all features of the unit.

Refer to SAE ARP5943 Section 10 and SAE ARP6059A Section 3.18 for further requirements.

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

8. WARRANTY.

The carrier vehicle shall be warranted for a minimum one (1) year per the manufacturer's standard warranty. The solid material spreader shall be warranted "bumper-to-bumper" against defective materials, workmanship, and performance deficiencies for a minimum period of three (3) years, per the requirements of SAE ARP6059A paragraph 3.22. The material spreader units shall also be warranted for ten (10) years against structural failure or corrosion resulting in loss of structural integrity of any component per the requirements of SAE ARP6059A paragraph 3.22.

The successful Bidder shall be responsible for warranty work on all equipment and components, including attachments and non-factory parts. Provide point of contact name and telephone number for warranty service and parts that are available 24 hours per day, 7 days per week, 365 days per year. The bidder shall submit complete warranty information with the bid.

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

- a) Duration of warranty period of vehicle, engine, transmission etc.
- b) Warranty procedure
- c) Disclaimers
- d) All component manufacturer warranties, which exceed the basic carrier vehicle warranty, shall also be included in the bid.

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

PART 2 - REFERENCES

1. APPLICABLE DOCUMENTS.

Documents and publications referenced or described in FAA Advisory Circular *150/5220-20A Airport Snow and Ice Control Equipment*, SAE *ARP5943 Snowplows and Hitches*, and SAE *ARP6059A Solid Deicing/Anti-Icing Material Spreader for Airport Application* are incorporated by reference.

2. DEFINITIONS.

Definitions shall be per AC 150/5220-20A, SAE ARP5943, and SAE ARP6059A.

PART 3 - INTENT

The vehicle shall be designed for one-person operation and shall have the ability to operate at forward speeds of at least 40 mph during snow removal operations on ramps, taxiways, and runways. The design of these units shall ensure positive tire-to-ground tractive effort while plowing and doing full wall-to-wall turning circle of 75-feet or less.

1. OPERATING CONCEPT.

The operating concept is that a single operator can operate a snowplow and solid material spreader simultaneously to clean the surface to bare pavement.

2. SIMULTANEOUS OPERATION.

Typically, the snowplow and material spreader will be operating simultaneously.

PART 4 - TECHNICAL REQUIREMENTS

1. GENERAL DESCRIPTION.

The vehicle shall be a Front Mount configuration. The unit shall include a combination of carrier vehicle, snowplow, scraper, and solid material spreader intended for removing snow and ice from airport operational areas, including runways, taxiways, and apron areas.

2. MINIMUM PERFORMANCE REQUIREMENTS.

- A. **Operating Speed.** The snowplow and material spreaders shall have an operating speed of at least 40 mph.
- B. **Traction Unit (Chassis) & Engine Performance.** For carrier vehicle controllability and safety, all-wheel drive is required. The engine shall develop sufficient torque and horsepower to meet normal operational requirements.
- C. **Steering.** The Four-Wheel Steering system shall allow the vehicle with plow attached to accomplish a complete wall to wall turning circle of 63 feet or less to ensure it can complete a U-turn within the confines of a taxiway without damage to lighting or infield surfaces.

The electronic over hydraulically controlled rear axle steering system shall operate in conjunction with the mechanically controlled front wheel steering system. This system must consist of the following components and operating features:

- A mechanical front steering system with hydraulic assist
- Front and rear driving, steerable axles
- Various hydraulic control valves, wheel position sensors, speed sensor and a steering cylinder located on the rear axle
- ECU (electronic control unit) is integral to the vehicle ECU

Four-wheel steering shall be electronically coordinated through the standard steering wheel. The operator shall have the ability to select the desired mode of operation "on the go" with provisions made for safe transition from one mode to the other. A selector switch within easy reach of the operator shall provide the option of front steer only, crab steer, or coordinated front/rear steer. Additionally, a thumb switch control on the joystick shall be provided for controlling rear steer only.

The system shall include safety provisions for dampening of all wheel steer effects at higher speeds, but it shall also allow full operation while the vehicle is moving at lower speeds. An indicator shall be provided in the cab to display mode selected and rear

wheel position. Safety dampening of all wheel steer effects shall be related to vehicle speed

All of the four-wheel steering system controls are to be located in the cab easily accessible to the operator. The all-wheel steering system must be preprogrammed with multiple steering modes for improved maneuverability.

- D. Snow Moving Capacity.** The snowplow shall be capable of clearing 3-6 inches of snow having a density of 25 pounds per cubic foot with a plow cutting edge angle set at 37 degrees.
- E. Snowplow Configuration.** Front-mounted configuration with the main snowplow preceding the carrier vehicle allowing the operator to observe the area being plowed. Snowplow shall also be equipped with an underbody-mounted scraper.
- F. Plow.** Front-mounted power reversing plow (meeting the requirements of SAE ARP5943 Section 4.1) shall be 20 feet wide, with polyethylene moldboard with flared ends and a non-metal cutting edge. Moldboard shall meet the requirements of SAE ARP5943 paragraph 4.1.1d.
- G. Scraper.** Underbody-mounted scraper (meeting the requirements of SAE ARP5943 Section 6) shall be a three-function scraper, 12 feet wide, with a minimum moldboard height of 18 inches and a tungsten carbide cutting edge.
- H. Solid Material Spreader.** Ten cubic yard chassis mounted hopper and spreader with a minimum material spreader width of 60 feet. Manufacturer shall determine if single or dual spinners are required to meet this minimum requirement. Epoke S3800 AST or approved equivalent.
- I. Performance Certification.** The manufacturer shall submit with the bid certified test results, conducted and certified by a PE or an officer of the company, certifying that the carrier vehicle, snowplow, and material spreaders meet the minimum operational standards and compliance testing requirements of FAA AC 150/5220-20A Chapter 8 and all testing requirements outlined in SAE ARP 5943 and SAE ARP 6059A.

PART 5 - EQUIPMENT

This specification is intended to identify the technical requirements for a carrier vehicle, snowplow, scraper, and solid material spreader. The carrier vehicle, snowplow, scraper, and solid material spreader shall meet the requirements of AC 5220-20A as amended by SAE ARP5943, SAE ARP6059A, and as modified by this specification.

1. BASE BID SELECTIONS

The following section summarizes Specification Selections from AC 150/5220-20A. In addition to supplying a vehicle meeting the minimum requirements described in Part 4 of this specification, the following equipment is standard and must be included in the base bid price. The carrier vehicle, snowplow, scraper, and solid material spreader shall meet the requirements of FAA 150/5220-20A, SAE ARP5943, SAE ARP6059, and as modified below.

A. *General Carrier Vehicle*

- **Engine/Transmission.**

- o Minimum Engine Horsepower: 450 hp
- o Engine oil pan heater (300 watt unit)
- o Plug-in, weatherproof, engine block heater.
- o Plug-in, weatherproof, hydraulic oil tank heater.
- o Ether cold starting system – engine ECM controlled.
- o 60/40 coolant mixture to -50 degrees Fahrenheit.
- o Transmission type: Automatic.

- **Electrical System (SAE ARP6059A Paragraph 3.4).** The vehicle's electrical system shall be 12 or 24-volt electrical and starting.

- **Cab.** Cab shall be both air conditioned and heated, with windshield defroster and sliding windows on the cab doors. Cab shall be properly insulated so as to reduce sound levels inside the cab to below 85dBa. Exterior mirrors shall be electrically heated, operator selectable on/off from within the cab. Hood shall be contoured to provide maximum visibility to the snowplow operator.

- **Stability System (SAE ARP6059 Paragraph 3.16.9).** Stability augmentation system for carrier vehicle to reduce the chance of loss of control or vehicle rollover required.

- **Spare Rim and Tire.** Vender shall supply one rim and tire for each distinct configuration.

- **Communications Equipment.** Two (2) Transceivers shall be installed in carrier vehicles to establish voice communication with other vehicles and the air traffic control tower. The vehicle cab shall be designed to provide convenient space near the operator for the installation of a pair of transceivers. Shall have two (2) power supplies, wired off of the key switch and have independent 20 Amp resettable circuit breakers.

- Radio equipment shall be supplied. Radio programming and installation by owner. Mobile radios shall be supplied with roof-type mounted antennas:

- Two (2) Laird B132S ¼ Wave Broadband Antenna, 132-525 MHz, Tunable Center Frequency, Chrome Color, 23" Overall Length, 21" Straight Whip Style with spring. Two (2) Laird MB8U ¾" hole, NMO style all brass mobile mount with 17' RG58U solid center antenna cable.

- One (1) Icom IC-A120 VHF-AM Air Band Mobile Transceiver 118.000-

136.975 MHz 8W (typical), 760 channels total. Complete with mobile mount bracket, related cables and mounting hardware and the following accessories;
HM-216 HAND MICROPHONE
SP-30 20 WATT EXTERNAL SPEAKER

- **Vehicle Safety.** In addition to wiring, provide and install a LED flashing yellow (amber) and white beacon mounted on top of vehicle and a reverse alarm. Beacon shall meet requirements of SAE ARP6059A Paragraph 3.4. Additionally, vendor to supply and install one (1) in-vehicle fire extinguisher.
- **Specialized Tools.** Base Bid not to include computers and electronic diagnostic machines. See Bid Alternatives.
- **Painting.** Carrier vehicle shall be painted per the requirements of ARP6059A, paragraph 3.13.1, and in accordance with FAA AC 150/5210-5D. Hoppers and other components of stainless steel or other non-corrosive materials may remain unpainted. Decals, logos, striping, and other makings will be installed by manufacturer/bidder prior to delivery.

B. Snowplow (The following refer to SAE ARP5943 paragraph numbers unless otherwise noted)

- **4.1.9 Caster Wheel Assemblies.** Caster wheels shall be manufacturer standard offering meeting the weight and performance requirements of the tire manufacturer.
- **8.1.2.a Quick Hitch.** Quick hitch type required. The plow and hitch shall be furnished with a quick hitch that can be easily attached or detached by one person in less than 10 minutes. The quick hitch supplied must be compatible with other quick hitches presently in service at the airport.
- **Moldboard Coatings (FAA 150/5220-20A Paragraph A2-4.a).** Polyurethane nonstick coating(s) applied to the face of the moldboard to reduce skin friction required.
- **Snow Deflector Shield (FAA 150/5220-20A Paragraph A2-4.b).** Snow deflector shield required.

C. Material Spreaders (The following refer to SAE ARP6059A paragraph numbers unless otherwise noted)

- **3.9 Distribution Control System.** System shall be Type 1 – Ground speed-controlled distribution system.
- **3.10 Hopper Screens.** Hopper screens shall be Type 2 – Heavy duty.
- **3.16.10 Tarpaulin.** Weatherproof tarpaulin system to cover the solid material spreader hopper required.
- **3.16.11 Fire Hose Connection.** Hopper fire hose connection point to allow for flushing of material spreader required.

- **3.16.12 Detachable Spreader.** Detachable spreader mechanism required.
- **3.16.15 Crash Guards.** Rear bumper or crash guards required to prevent or minimize damage to spreader mechanism in backing operations.
- **3.16.16 Ladder.** Bolt-on or easily removable ladder or access system mounted on the unit required.
- **3.16.17 Off-Vehicle Storage.** Off-vehicle storage stand to hang or support spreader during off season required.
- **3.16.18 Lubrication.** A centralized automatic lubrication system is required.
- **Belt Over Chain (FAA 150/5220-20A Paragraph A2-5.a.(2)).** Belt over chain system required.

2. ADD ALTERNATE SELECTIONS

The following are additional equipment that will be bid as separate add alternates. Vendor shall provide bids for the following: (The following refer to SAE ARP6059A paragraph numbers unless otherwise noted)

- 1) **Diagnostic Software/Equipment for Monitoring Systems and Faults.** This refers to any additional equipment or software that is specialized or is not standard onboard equipment which would already be included in the base bid.
- 2) **3.16.1 Guidance System.** Laser guidance system to assist the operator in maintaining a path down runways or taxiways.
- 3) **3.16.2 Rear View Camera.** Color rear-view camera and monitor system consisting of a monitor (minimum 6-inch) in the cab and a camera at the rear of the unit facing the rear. It shall be operator selectable on / off. It shall automatically turn on when chassis is shifted into reverse. A flood light at rear shall also be supplied which automatically turns on with the camera. Shielding shall also be supplied to prevent snow build-up on the camera.
- 4) **3.16.3 "G" Warning System.** Lateral "G" warning system to alert driver when approaching tip-over danger condition.
- 5) **3.16.14 Spreader Path Camera.** Color camera to display the actual dispersion of materials onto the pavement surface.
- 6) **Extended Warranty and Yearly Service Inspections.** Vendor shall provide an additional two (2) year extended warranty for the carrier vehicle. Additionally, Vendor shall arrange at their expense for a factory authorized service representative to perform a complete vehicle service inspection at the Airport's facility, at 11, 23, and 35 months after final vehicle acceptance has occurred. The Owner reserves the right to request the Vendor to complete similar inspections prior to the expiration of any extended warranties. The Owner shall receive a copy of evaluation within ten (10) days of inspection and the Vendor will conduct any corrective action in a timely and professional manner in accordance with the stated guarantee and warranty.

PART 6 - METHOD OF MEASUREMENT

BASE BID

1. SNOWPLOW FOR AIRFIELD SNOW REMOVAL

Snowplow shall be measured per lump sum for a fully functional snowplow for airfield snow removal including heavy-duty carrier vehicle, snowplow, underbody-mounted scraper, and solid material spreader as identified in the Bid Schedule.

ADD ALTERNATE BID OPTIONS

A1 DIAGNOSTIC MONITORING EQUIPMENT

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

A2 LASER GUIDANCE SYSTEM

Laser guidance system will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternative Selection item 2).

A3 REAR VIEW CAMERA

Rear-view camera will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternative Selection item 3).

A4 LATERAL "G" WARNING SYSTEM

Lateral "G" warning system will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternative Selection item 4).

A5 SPREADER PATH CAMERA

Spreader path camera will be measured per lump sum. The lump sum item shall include all equipment described above in Add Alternative Selection item 9).

A6 EXTENDED WARRANTY AND YEARLY SERVICE INSPECTIONS

The cost for the extended warranty and yearly inspections will be measured per lump sum. The lump sum shall include all requirements described above in Add Alternate Selection Item 10).

PART 7 - BASIS OF PAYMENT

BASE BID

1. SNOW REMOVAL EQUIPMENT (SNOWPLOW)

The Vendor shall be paid the unit price for the heavy-duty carrier vehicle with snowplow, underbody-mounted scraper, and solid material spreader for airfield snow removal delivered to Bishop International Airport, Flint, Michigan. Payment shall include costs for all expenses, including labor, travel, mileage, deliverables, tools, materials, equipment, supplies, training, equipment delivery, shipping, etc. necessary to provide equipment detailed in SAE specifications ARP5943 *Snowplows and Hitches* and ARP6059A *Solid De-Icing/Anti-Icing Material Spreader for Airport Application* to include Carrier Vehicle, Snowplow, and Solid Material Spreader with the Minimum Performance Requirements and all options detailed in Base Bid Selections.

Payment will be made as follows:

- A. Final Payment. The Application for Payment will be submitted after delivery of the equipment has been accepted by Owner and will be accompanied by a bill of sale and other documentation satisfactory to Owner warranting that Owner has received the equipment free and clear of all liens, charges, security interests and encumbrances and Field Testing and Startup Services have been completed and accepted by Owner and Operations and Maintenance Manuals have been delivered to Owner. Such documentation shall include releases and waivers from all parties who, during Vendor's performance under the Procurement Documents, might have obtained or filed any such lien, charge, security or encumbrance. In the case of multiple deliveries of equipment, the Application for Payment shall be submitted after delivery of all items of the equipment.

ADD ALTERNATE BID OPTIONS

A1 DIAGNOSTIC MONITORING EQUIPMENT

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

A2 LASER GUIDANCE SYSTEM

The vender shall be paid one lump sum to provide a laser guidance system described in add alternate scope paragraph above.

A3 REAR VIEW CAMERA

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

A4 LATERAL "G" WARNING SYSTEM

The vender shall be paid one lump sum to provide all lateral "G" warning system equipment described in add alternate scope paragraph above.

A5 SPREADER PATH CAMERA

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

A6 EXTENDED WARRANTY AND YEALRY SERVICE INSPECTIONS

The vendor shall be paid one lump sum to provide an extended warranty and yearly inspections as described in add alternate scope paragraph above.

CONTRACT PROVISIONS

FEDERAL CONTRACT PROVISIONS

The selected Bidder shall comply with all Required Federal Contract Provisions included in Attachment A and to be included with the Purchase Agreement. Federal Contract Provisions are subject to change based on updates from the Federal Aviation Administration.

NON-DISCRIMINATION

The Bidder agrees to abide by and be in compliance with the following laws concerning to non-discrimination including the Authority's lease with the City of Flint:

1. Title VI of the Civil Right Act of 1964
2. City of Flint Lease provision – the Bidder shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter related to employment because of such applicant's race, color, religion, national origin, ancestry, age or sex, except where a requirement as to age or sex is based on a bona fide occupational qualification.
3. P.A. 453 of 1976 – Elliot-Larsen Civil Rights Act
4. P.A. 220 of 1976 as amended – Persons with Disabilities Civil Rights Act

A breach in the above covenants shall be regarded as a material breach of this Agreement.

CONSTRUCTION OF TERMS

In the event any covenant, condition or provision contained in this Agreement is held to be invalid by any court or competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained in this Agreement; provided that the validity of such covenant, condition or provision does not materially prejudice either the Authority or the Bidder in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

GOVERNING LAW

This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Michigan. Venue for any litigation shall be Genesee County, Michigan.

ENTIRE AGREEMENT

This Purchase Agreement, together with all Exhibits, constitutes the entire agreement of the parties hereto and may not be changed, modified, or discharged except by written instrument duly executed by the Authority and the Bidder. The parties agree that no other representations or warranties shall be binding upon the Authority or the Bidder unless expressly written in this Agreement.

DISPUTE RESOLUTION

If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy shall be attempted to be resolved through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to arbitration in accordance with proceedings under American Arbitration Association Commercial Arbitration Rules, and such arbitration will be the exclusive dispute resolution method under this Agreement within the State of Michigan. The decision and award determined by such arbitration will be final and binding upon both parties. Each parties' costs and expenses incurred in any dispute which is determined and/or settled by arbitration pursuant to this Agreement will be borne by the respective party. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved unless terminated by either party.

SUCCESSORS AND ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party. Furthermore, the benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns. Any use of subcontractors by the Bidder for the performance of this Agreement shall be accepted in writing by the Authority.

NO CONFLICT

The Bidder warrants that the Bidder has not previously assumed any obligations inconsistent with those undertaken by the Bidder under this Agreement.

INDEMNIFICATION

The Bidder hereby agrees to indemnify, defend, save and hold harmless the Bishop International Airport Authority (Authority), its officers, directors, agents, employees and representatives against any and all claims, liabilities, damages, losses, suits, fines, penalties, demands and expenses including costs of lawsuits and attorney fees, which any or all of them may herein incur, be responsible for, or payout as a result of bodily injury (including death) to any person or damage to any property or person, arising out of any acts or omissions of the Bidder, its agents, guests, invitees, employees or contractors in connection with the Bidder's operations at the Airport.

INSURANCE

To protect the Authority from potential involvement in litigation, the Bidder for this contract shall be adequately covered with liability insurance. The Bidder 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.

A Certificate evidencing the above coverage shall be filed with the Authority before executing the Agreement and be updated appropriately. The Authority, Genesee County, and the City of Flint along with their respective directors, officers, agents, appointed officials, and employees shall be listed as additional insureds.

ATTACHMENT A – FEDERAL CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

This provision is mandatory for all Federally funded project contracts.

Access to Records and Reports

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

2. BREACH OF CONTACT

Reference: 2 CFR § 200 Appendix II(A)

This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II(A).

Breach of Contract Terms

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

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

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

3. BUY AMERICAN PREFERENCE

Reference Title 49 USC § 50101, Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, Infrastructure Investment and Jobs Act (IIJA) (P. L. No. 117-58), Build America, Buy America (BABA)

Breach of Contract Terms

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,² U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

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

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

² Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

4. GENERAL CIVIL RIGHTS PROVISION

Reference: 49 USC § 47123

This provision is mandatory for all contracts regardless of funding source.

General Civil Rights Provisions

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

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

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

5. CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123, FAA Order 1400.11

This provision is mandatory for all contracts regardless of funding source.

Title VI Solicitation Notice

Title VI Solicitation Notice

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4 et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

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:

- a) **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.
- b) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
- c) **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.
- d) **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.
- e) **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination provision 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:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.

- f) **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 exempted 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 interest of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (24 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 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*).

6. CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200, Appendix II (G), 42 USC § 7401, et seq, 33 USC § 1251, et seq

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

Clean Air and Water Pollution Control

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

The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

7. DEBARMENT AND SUSPENSION

Reference: 2 CFR § 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689

This provision applies to all contracts and subcontracts that equals or exceeds \$25,000 (if applicable).

Certification of Offeror/Bidder Regarding Debarment and Suspension

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

Certification of Lower Tier Contractors Regarding Debarment

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

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

If the Federal Aviation Administration later determines that the 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.

8. DISADVANTAGE BUSINESS ENTERPRISE

Reference: 49 CFR part 26, 49 USC § 47113

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the Bishop International 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.

Mandatory language that must be used on AIP funded project contracts is as follows and must not be modified.

Contract Assurance (49 CFR § 26.13; mandatory text) –

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

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;

- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable text) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from Bishop International Airport Authority. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) 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 Bishop International Airport Authority. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable text) –

The prime contractor must not terminate a DBE subcontractor listed in response to the Disadvantaged Business Enterprise (DBE) provision included in the Federal Contract Provisions **8. DISADVANTAGED BUSINESS ENTERPRISE** paragraph 1 of the 2026 SRE Snowplow Bid (or an approved substitute DBE firm) without prior written consent of Bishop International Airport Authority. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from Bishop International Airport Authority. Unless Bishop International Airport Authority consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Bishop International Airport Authority may provide such written consent only if Bishop International Airport Authority agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to Bishop International Airport Authority its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Bishop International Airport Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Bishop International Airport Authority and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Bishop International Airport Authority should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Bishop International Airport Authority may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

9. DISTRACTED DRIVING

Reference: Executive Order 13513, DOT Order 3902.10

This provision applies to all AIP funded contracts that exceed the micro purchase threshold of 2 CFR § 200.320.

Texting When Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal

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

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

10. DOMESTIC PREFERENCES FOR PROCUREMENTS

Reference: 2 CFR § 200.322, 2 CFR § 200, Appendix II(L)

Certification Regarding Domestic Preferences For Procurements

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

11. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq 2 CFR § 200.430

This provision applies to all contracts and subcontracts and must comply with the FLSA, including federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

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

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

12. FOREIGN TRADE RESTRICTION

Reference: 49 USC § 50104, 49 CFR Part 30

This provision applies to all AIP funded projects and applies to all contracts and subcontracts.

Trade Restriction Certification

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 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 is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR, unless the Offeror has knowledge that the certification was 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 as 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.

13. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(I), 49 CFR part 20, Appendix A

This provision applies to all federally funded projects and must be incorporated in all contracts exceeding \$100,000.

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 31, U.S.C. § 1352. 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.

14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 29 CFR part 1910

This provision applies to all contracts and subcontracts.

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.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K), 2 CFR § 200.216

This provision must be included in all AIP funded contracts and lower-tier contracts.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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

16. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Reference: FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936, 49 U.S.C. § 44801 note

This provision must be included in all AIP funded contracts and lower-tier contracts.

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

17. PROCUREMENT OF RECOVERED MATERIALS

Reference: 2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR Part 247, 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

This provision must be included in any contract that include procurements of products designed in subpart B of 40 CFR part 247 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

Procurement of Recovered Materials

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

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

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

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

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

18. TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts; DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

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

Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

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

Certifications

- 3) 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.

- 4) 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.

19. TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09

This provision applies to all contracts and subcontracts that exceed \$10,000.

Termination for Convenience (Equipment Contracts)

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

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

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

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

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

Termination for Cause (Equipment)

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

1. Fails to begin the Work under the Contract within the time specified in the Notice – to – Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
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 to 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 work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault of negligence of the Contractor. Examples of such acceptable clauses 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 delays was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience to 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.

21. VETERANS PREFERENCE

Reference: 49 USC § 47112(c)

This provision applies to all AIP funded contract and subcontracts that involve labor to carry out the project.

Veteran's Preference

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

ATTACHMENT B – SAMPLE PURCHASE AGREEMENT

EQUIPMENT PURCHASE AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____ 2026, by and between

BISHOP INTERNATIONAL AIRPORT AUTHORITY

hereinafter referred to as the "OWNER" and

hereinafter referred to as the "VENDOR," witnesseth:

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

Snow Removal Equipment (Snowplow (2))

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

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

Proof of all insurance shall be submitted to Bishop International Airport Authority.

3. Independent Vendor: In all matters pertaining to this agreement, Vendor shall be acting as an independent contractor, and neither Vendor, nor any officer, employee or agent of Vendor will be deemed an employee of the Bishop International Airport Authority. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.
4. Compensation: For performing the services specified in herein, Owner agrees to reimburse Vendor according to the attached bid specification. Payment will not include any sub- contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Board approval.
5. Method of Payment: Vendor will invoice the Bishop International Airport Authority for all current amounts earned under this Agreement. Owner pay Vendor within forty-five (45) days after receipt.
6. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
7. Force Majeure: Any delays in or failure of performance by Vendor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Vendor, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Vendor. In the event that any event of force majeure as herein defined occurs, Vendor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.
8. Assignment: It is expressly agreed and understood by the parties hereto, that Vendor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.

9. Discrimination Prohibited: In performing the Services required herein, the VENDOR, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or physical disability or any other class of individuals protected by law. It is the Vendor's responsibility to ensure that the sub-contractor is in compliance with this section.

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

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

Notwithstanding the above, the vendor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the vendor, and the Owner may withhold any payments to the vendor for the purposes of set-off until such time as the exact amount of damages due the Owner from the vendor is determined. This

provision shall survive the termination of this agreement and shall not relieve the vendor of its liability to the Owner for damages, provided that the amount of such damages shall not exceed the total compensation provided for in this agreement.

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

inspection and when he finds the work acceptable and the contract fully performed he will have the Vendor issue a final payment request.

WITNESS OUR HANDS, this_ day of _____ , 20__ .

FOR THE OWNER:

FOR THE CONTRACTOR:

Bishop International Airport Authority

(Company Name) *(Seal)

By: _____
(Signature)

By: _____
(Signature)

(Name) (Title)

(Name) (Title)

ATTEST

By: _____
(Signature)

Secretary

By: _____
(Signature)

Secretary

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

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

END OF AGREEMENT