



## **INVITATION TO BID 24-021**

### **BID DESCRIPTION:**

**ACQUIRE SNOW REMOVAL EQUIPMENT (SRE):  
TWO (2) WHEEL LOADERS WITH BUCKETS AND FORKS,  
ONE (1) LOADER MOUNTED BOX PLOW ATTACHMENT  
WITH ADJUSTABLE SIDE WINGS, AND  
ONE (1) LOADER MOUNTED HYDRAULIC BROOM ATTACHMENT**

**STATE PROJECT: ARR-5103  
FINAL SUBMITTAL**

**ISSUE DATE: MARCH 3, 2024  
BID OPENING DATE: WEDNESDAY, APRIL 3, 2024  
BID OPENING TIME: 2:00 PM CST**

BID RESPONSES MUST BE RECEIVED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD IN THE 5<sup>TH</sup> FLOOR CONFERENCE ROOM AT THE OFFICE OF THE CITY CLERK. LATE BIDS WILL NOT BE CONSIDERED.

### **TO ALL PROSPECTIVE VENDORS/BIDDERS:**

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped F.O.B. to the address specified herein.

All bids must be received in DUPLICATE in sealed envelopes and clearly marked on the outside: "24-021 Snow Removal Equipment - Loaders"

All bids are subject to staff analysis and Board approval. The Aurora Municipal Airport reserves the right to accept or reject any and all bids received and waive any and all technicalities.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. The Owner has established a DBE contract goal of **zero (0) percent** for this contract. Award of this contract will be conditioned upon satisfying the requirements of this section.

Each proposal must be accompanied by a bid guaranty in the amount of **five (5) percent** of the total amount of the bid. The bid guaranty may be by certified check or bid bond made payable for the Aurora Municipal Airport.

This procurement action is governed by all applicable local, State and Federal regulations. Federal provisions include but are not limited to the following:

Buy American Preference – 49 USC § 50101:

Disadvantaged Business Enterprise – 49 CFR Part 26:

Civil Rights - Title VI Assurances – 49 USC § 47123 and FAA Order 1400.11:

Debarment and Suspension – 2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR Part 1200, DOT Order 4200.5, and Executive Orders 12549 and 12689:

Trade Restriction Certification – 49 USC § 50104 and 49 CFR Part 30:

**EXAMINATION AND PROCUREMENT OF DOCUMENTS:**

Instruction to Bidders, form of proposals, form of agreement, and specifications will be available on **March 3, 2024**, and may only be obtained from the City of Aurora. **Hard copies of the documents are required for bidding purposes.** All addenda issued for this contract shall also be available through the City of Aurora to registered plan holders as they become available.

Bids must be delivered prior to the public bid opening date and time to:

**Office of the City Clerk – City of Aurora**  
**44 East Downer Place**  
**Aurora, IL 60507**

Questions concerning the specifications shall be directed to:

**City of Aurora**  
**Director of Purchasing**  
**Email: [PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us)**

Questions will be accepted until **8:00 am, Friday, March 22, 2024**. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/Bids.aspx> by **5:00 pm, Monday, March 25, 2024**. **NO** questions will be accepted or answered verbally. No questions will be accepted or answered after the **March 22, 2024 8:00 am cut-off date/time**. It is the bidder's responsibility to check the website before submitting their bid.

**SRE PROCUREMENT CONTRACT DOCUMENTS AND SPECIFICATIONS**  
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## INSTRUCTIONS TO BIDDERS

### 1. BID PREPARATION

Bids must be submitted, in duplicate, on the blank Bid Form furnished with these contract documents and shall conform to the terms and conditions set forth in the "Instructions to Bidders," "General Terms and Conditions" and "Special Terms and Conditions" of the contract. Bids submitted in any other manner, or which fail to furnish all information or certificates required may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid.

### 2. BID EXECUTION

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by other than the President, a certified copy of that section of the corporate by-laws or other authorization by the corporation, which permits the person to execute the bid for the corporation, shall be submitted. If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Director/Finance & Administration shall be submitted. If the Bidder is a sole proprietor, the owner shall execute the bid. A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1.

### 3. BID SUBMISSION

The City of Aurora must receive all bids by the specified opening time of the bid. Bids arriving after the specified time will not be accepted and will be returned unopened. All bids shall be submitted in sealed envelope and addressed to the City of Aurora City Clerk. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope. The Bidder shall be responsible for the delivery of the bid before the date and hour set forth for the opening of bids.

### 4. MODIFICATIONS TO CONTRACT DOCUMENTS

Modifications to the contract documents may only be made by written addendum issued by the Owner or Owner's Representative. Verbal explanations, interpretations or comments made by the Owner or Owner's representative shall not be binding. Addenda will be transmitted to all known official plan holders. Each bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued addenda.

### 5. ERROR IN BID

Bidders are cautioned to verify their bids before submission. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modifications of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit price will prevail.

### 6. VARIANCES AND DEVIATIONS

Variations and deviations shall be described fully on the Bid Form. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; the Vendor shall be held liable. Vendors are cautioned to avoid making variances and deviations to the specifications, which may result in rejection of their bid.

### 7. RESERVED RIGHTS

The City of Aurora reserves the right at any time and for any reason to cancel this Invitation to Bid, accept or reject any or all bids or any portion thereof, or to accept an alternate bid. The Owner reserves the right to waive any immaterial defects or irregularities in any bid. The Owner may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection. The Owner has ninety (90) days to accept the bid.

#### **8. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify the Owner before the bid question deadline of any ambiguity, inconsistency, or error, which they may discover upon examination of the bidding documents. Interpretations, corrections, and changes will be made by written addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

#### **9. INCURRED COSTS**

The Owner will not be liable for any costs incurred by Bidders in replying to this Invitation to Bid.

#### **10. NO BID RESPONSE**

If your firm declines to bid on this invitation, but desires to remain on the Owner's Bidders' List for future invitations, please submit in a letter stating why you are declining to bid.

#### **11. BASIS OF AWARD**

It is the intent of the Owner to award a contract to the lowest responsible bidder meeting specifications. Further, the lowest responsible qualified bidder will be computed as the lowest aggregate amount of the Base Bid plus any Additive Alternate(s) which the Owner elects to award based on availability of funding. The Owner may elect not to award any Additive Alternates. In that case, award will be to the lowest responsible qualified bidder of the Base Bid. Award of this contract will be limited to the following bid alternate combinations:

- Base Bid

Additionally, award will also be based on the following factors (where applicable):

- (a) adherence to all conditions and requirements of the bid specifications;
- (b) price;
- (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities;
- (d) delivery or completion date;
- (e) product appearance, historical and guaranteed workmanship, finish, overall quality, and results of product testing;
- (f) maintenance costs and warranty provisions; and
- (g) repurchase or residual value.

#### **12. FEDERAL FUNDING ASSISTANCE**

It is the intent of the Owner to seek Federal participation assistance for this project under the Airport Improvement Program (AIP). The Owner's Award of Contract and start of work is contingent upon the Federal Aviation Administration (FAA) concurrence with the award, the formal establishment of adequate Federal assistance and approval to start work.

#### **13. PRE-BID CONFERENCE**

If a Pre-Bid Conference is a requirement of this contract, it will be shown on the Title Page.

#### **14. BUY AMERICAN PREFERENCE**

As a matter of bid responsiveness, Bidder must indicate within their proposal how they intend to comply with the Buy American preferences established by Title 49 USC 50101. The Bidder may choose to certify it will comply with Buy American preferences by only installing steel and manufactured products that are 100% made in the United States; or the Bidder may choose to certify that they cannot fully comply with Buy American preferences and thus requests a waiver to Buy American preferences.

A Bidder that certifies they will meet Buy American preferences by requesting a waiver also agrees to prepare and submit a formal waiver request and the associated component cost calculation if selected by the Owner as the Bidder with the apparent low bid. The successful Bidder must submit their formal waiver request and component cost calculation to the Owner within the timeframe prescribed.

The need to request a waiver to the Buy American preferences will not be the basis for the rejection of a bid.

#### **15. BUY AMERICAN WAIVER**

If the successful bidder submits a Buy American Certification that indicates they can only meet AIP Buy American preference by requesting a waiver, the Bidder must submit to the Owner a formal waiver request that indicates the specific percentage of components and subcomponents produced in the United States and whether final assembly occurs within the United States. The successful Bidder must also attach to the waiver request a copy of the component cost calculation that demonstrates how the Bidder derived the noted percentage value.

#### **16. DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Aurora and Aurora Municipal Airport to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders, including those who qualify as a Disadvantaged Business Enterprise.

The Owner has established a DBE contract goal of 0 (zero) percent for this contract. The Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract reasonable segments of the prime contract to certified DBE firms as defined in 49 CFR Part 26.

All bidders shall submit the following information with their proposal on the forms provided:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm participating;
- (4) Written documentation of the Bidder/Offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- (5) Evidence of good faith efforts undertaken by the bidder, as described in appendix A to 49 CFR Part 26.

The successful Bidder will be required to provide written confirmation from the participating DBE firms verifying their intent to participate as in the project. The successful bidder shall submit this written confirmation to the owner prior to execution of a contract or issuance of a purchase order.

#### **17. DBE AFFIRMATION**

If not submitted with the proposal, the successful Bidder shall furnish, at the Owner's request and prior to execution of the contract agreement, written affirmation from each identified Disadvantaged Business Enterprise (DBE) firm of their intent to participate in the project.

### **18. GOOD FAITH EFFORTS (DBE)**

Bidder must demonstrate that they made good faith efforts to achieve participation with DBE firms. This requires that the bidder show that it took all necessary and reasonable steps to secure participation by certified DBE firms. The owner will not consider mere pro forma efforts as a good faith effort.

Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26. Such actions include but are not limited to:

- Soliciting DBE participation through all reasonable and available means. This may include public advertisements and phone calls/faxes to known certified DBE firms.
- Consult State Department of Transportation office to obtain a list of certified DBE firms.
- Selecting portions of work that increases the likelihood that DBE firms will be available to participate
- Providing DBE firms with sufficient information and time to review the project plans and specifications.
- Documenting all contacts with DBE firms. This includes name, address, phone number, date of contact and record of conversation/negotiation.

Documentation of Good Faith Effort shall be provided as part of their bid proposal if the Bidder cannot meet the DBE contract goal.

The Vendor has made a good faith effort to include all statements, requirements, and other language required by federal and state law and by various offices within federal and state governments whether that language is required by law or not. If anything of this nature has been left out or if additional language, etc. is later required, the Bidder/Vendor shall cooperate fully with the Owner to modify the contract or bid documents to correct the deficiency. If the change results in increased operational costs, the Owner shall reimburse the Bidder/Vendor for such costs determined to be reasonable.

### **19. ADDITIONAL PROVISIONS**

Modification to bid documents may only be made by written addendum as issued by the Owner or the Owner's authorized representatives.

The Bidder's Proposal must be made of the forms provided within the contract documents. Bidders must supply all required information prior to the time of Bid opening.

Award of this contract will be made to the lowest responsible, responsive, and qualified bidder.

It is the Aurora Municipal Airport's intent to make award contingent upon receiving adequate Federal funding assistance under the Airport Improvement Program.

The right is reserved, as the City of Aurora may require, to reject any and all bids and to waive any informality in the bids received.

### ***END OF INSTRUCTIONS TO BIDDERS***

**REFER TO THE SUPPLEMENTAL PROVISIONS FOR FEDERAL REQUIREMENTS**

## GENERAL TERMS AND CONDITIONS

### 1.1 OVERVIEW

The airport sponsor requires the specified piece(s) of equipment in order to maintain the airfield during large and small snow events. The piece(s) of equipment will be a central and critical element in the effort to accomplish the airport's published snow plan.

### 1.2 SUBSTITUTIONS

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

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

### 1.3 REJECTION OF PROPOSALS

The "Owner" reserves the right to reject any or all proposals, to waive technicalities in any or all bids, and to accept the most advantageous bid as to price, quality, and adaptability for the work performed.

### 1.4 PROTOTYPES AND EXPERIENCE

The units offered under this advertisement shall be constructed from new components and produced by standard production methods.

Experimental or prototype vehicles or equipment shall not be acceptable.

Experience building machines of this nature is mandatory. Bidder must submit a listing of units manufactured within the last 3 years that are proven comparable and similar in design to the listed specification.

The Bidder must furnish evidence with Bid that the model(s) to be furnished has been commercially available through the manufacturer to the industry, has been fully field tested to the satisfaction of the user Airport's and is fully fundable with AIP money.

Any proposed vehicles or equipment which are not produced by regular production methods and/or which have not been offered for sale to the industry through accepted industry trade channels will be considered experimental. The Owner reserves the right to determine what constitutes experimental equipment.

Hybrids and/or combinations of two or more standard production units may not be accepted.

The Owner, at its option, reserves the right to request an equipment demonstration be conducted by the Bidder/Dealer at a designated site in The Owner's area, defined as 3 (three) hours of travel one way, within 21 days of notice from The Owner to determine whether the proposed equipment meets all Airport requirements.

Bidder/Dealer will pay/reimburse reasonable travel expenses for up to (4) four Airport Personnel in the event the site is located outside of The Owner's area.

All cost related to the equipment demonstration will be borne by the Dealer. Failure of the Dealer to provide an equipment demonstration, within the 21 days of Airport notice, will be cause for rejecting their bid.

Location and a contact list of five (5) airports or municipalities using similar equipment is required to be submitted with the bid package. Listing shall not include equipment in operation, over five (5) years old. **Note: Bids submitted without location and contact list may be considered non-responsive and may be rejected.**



### 1.5 GENERAL QUALITY

Material used for construction shall be good commercial quality for the intended service and shall be produced by acceptable manufacturing processes. Materials shall be treated to resist rust, corrosion, and wear.

### 1.6 COMPONENT SOURCING

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

### 1.7 BIDDER RESTRICTIONS

Because of the critical nature of this machinery to the operation of the airport and the specialized design of the equipment, local service and technical support is considered an integral part of this purchase, therefore, bidders shall be an authorized dealer for the equipment they are proposing for a **MINIMUM OF 5 YEARS**.

Authorized Dealer: Case Construction Equipment  
Representing Manufacturer since: 1996

The successful bidder will have service facilities, service tools, and factory trained on-staff mechanics to assist the airport upon request.

### 1.8 SUPPORT

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

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

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

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

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

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

### 1.9 DESCRIPTIVE LITERATURE

Bidders must submit with their bids the latest printed specifications and advertising literature on the unit they propose to furnish.

#### **1.10 VARIATIONS FROM SPECIFICATIONS**

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

#### **1.11 F.O.B PRICES**

The price quoted shall include all transportation and freight charges (prepaid) to the "Owner".

#### **1.12 DELIVERY DATE**

Purchaser desires delivery to be complete within 395 calendar days of contract award date.

#### **1.13 BASIS FOR AWARDING PURCHASE ORDER**

The basis for awarding the purchase order shall be determined by the price and quality of the vehicle to be supplied, its conformity to the specifications, and its suitability to requirements.

#### **1.14 REJECTION OF PROPOSALS**

The purchaser reserves the right to reject any and all proposals, to waive any irregularity and technicalities in bids, to accept in whole or part such bid as may be deemed in the best interest of the purchaser.

#### **1.15 BID BOND**

A 5% bid bond must accompany all proposals.

#### **1.16 PERFORMANCE BOND**

A Performance Bond may be required prior to award of contract, Owner reserves the right to ask for a 100% Performance Bond.

#### **1.17 FINANCIAL STABILITY**

In the interest of continued and reliable service, parts, and technical support, the manufacturer(s) of the equipment proposed shall have exhibited a consecutive history of financial stability and manufacture of similar equipment over a minimum of the past three years.

Because of the critical nature of the product and its application, the burden of proof for this requirement lays with the bidder and/or supplier. The judgment as to a manufacturer's and bidder's experience and stability are solely the responsibility of the agency accepting bids.

#### **1.18 BID AUTHORITY**

The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Airport Sponsor is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state Vendor License number for the state of the Airport Sponsor, if any, shall also be shown on the Bid form.

#### **1.19 BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All Bids will remain subject to acceptance for the period of time stated in the Proposal Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of the period.

#### **1.20 BID INFORMALITIES AND IRREGULARITIES**

- 1.20.1 The OWNER reserves the right to waive any informality or irregularity discovered in any proposal, which in the OWNER's judgment best serves the OWNER's interest.

In the event of a discrepancy between the written and numeral values, the written value shall take precedence.

- 1.20.2 Irregular Proposals.** Proposals meeting the following criteria are subject to consideration as being irregular:
- A. If the proposal is on a form other than that furnished by the OWNER or OWNER's representative.
  - B. If the form furnished by the OWNER or OWNER's representative is altered from the original document.
  - C. If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
  - D. If the proposal does not contain a price for item listed in the proposal.
  - E. If the proposal is not accompanied by the proposal attachments specified herein.
  - F. If the proposal is not accompanied by the bid guarantee specified herein.
- 1.20.3 Disqualification of Bid Proposals.** The OWNER reserves the right to reject any or all bids, as determined to be in the best interest of the OWNER. Causes for rejection of proposals included but are not limited to:
- A. Submittal of an irregular proposal;
  - B. Submittal of more than one proposal for the same piece of equipment from the same partnership, firm, or corporation;
  - C. Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
  - D. Failure by the Bidder to furnish satisfactory bid guarantee;
  - E. Failure by Bidder to provide all information required of the bid forms;
  - F. Failure by Bidder to comply with the requirements of bid instructions;
  - G. Determination by the OWNER that Bidder is not qualified to accomplish the project work;
  - H. Determination by the OWNER that the Bidder has placed conditions on or qualified their proposal;
  - I. Discovery of any alteration, interlineations, or erasure of any project requirement by the Bidder;
  - J. Inclusion of the Bidder on the "Excluded Parties Listing System" as maintained and published by the General Services Administration;
  - K. Evidence of collusion among bidders.

## 2.1 NON-DISCRIMINATION

Vendor shall comply with the Illinois Human Rights Act, 775, ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Vendor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. During the performance of this Contract, the Vendor agrees that it shall not discriminate against any worker, employee or applicant, or any member of the public, on the basis of race, color,

religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, or sexual orientation. Upon request of the Owner, the Vendor also agrees to submit in writing an affirmative action plan demonstrating compliance with equal employment opportunity laws and policies. Vendor further agrees that this clause will be incorporated by the Vendor in all contracts entered into with suppliers or materials or services, sub-contractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or any other person or organization performing services in connection with this Contract.

## 2.2 DRUG-FREE WORKPLACE

The Vendor agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580/1, et seq.

## 2.3 TAX EXEMPTION

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

## 2.4 WARRANTIES

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

The bidder shall warrant his/her equipment as to the specified capacities and performance, and to be free from all defects in design, material, and workmanship. All labor, transportation cost and defective parts shall be replaced free of cost. **THIS GUARANTEE SHALL CONTINUE FOR ONE (1) YEAR AFTER COMMENCEMENT OF ACTUAL OPERATION OF THE EQUIPMENT.** No exceptions to the guarantee requirement will be accepted. Additionally, the chassis, engine(s), and drive train shall be warranted for a minimum period of three (3) years / 1,500 hours after commencement of actual operation of the equipment.

The bidder further agrees, upon written notice from the Owner, to promptly and without charge, make changes, corrections and/or replacement, to the satisfaction of the Owner, which may be required to make good all defects in design and material under its intended use. All charges and/or expenses occurred in the delivery, installation or return of parts under warranty guarantee provisions of this contract shall be the sole responsibility of the bidder.

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

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

## 2.5 INDEMNIFICATION

Vendor agrees to indemnify, save harmless and defend the City of Aurora, its agents, servants, Commissioners, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses or expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen, in whole or in part, out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly and solely by the negligence or other fault of the City of Aurora, its agents, servants, Commissioners, or employees or any other person indemnified hereunder. This indemnification obligation is not limited by, but is in addition to the insurance obligations, which may be contained in this contract. The provision of this paragraph shall not be waived.

## 2.6 TERMINATION AND DEFAULT

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Owner reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Vendor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Vendor with any or all losses incurred. The Owner shall be entitled to recover its attorney's fees and expenses in any successful action by the Owner to enforce this contract.

## 2.7 ROYALTIES AND PATENTS

Vendor shall pay all royalties and license fees. Vendor shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the Owner harmless from loss on account thereof.

## 2.8 REGULATORY AND COMPLIANCE

Vendor represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) comply with all applicable standards, rules, and regulations in effect under the requirements of all Federal, State, and local laws, rules, and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Vendor shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act. Pursuant to Illinois Municipal Code 65 ILCS 5/11-42.1-1, by signing this bid the Vendor certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue. The Vendor certifies that they are not barred from bidding on this contract as a result of engaging in or being convicted of: (a) bid-rigging in violation of Section 3; or (b) bid-rotating in violation of Section 4, of the Illinois Criminal Code of 1961, as amended [720 ILCS 5/33E-3 and 4].

## 2.9 DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

## 2.10 INSPECTIONS

The Owner shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Owner. Any items rejected shall be removed from the premises of the Owner and/or replaced at the entire expense of the Vendor.

## 2.11 REFERENCES

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

## 2.12 LAW GOVERNING

This contract shall be governed by and construed according to the laws of the State of Illinois.

## 2.13 MATERIAL

All components used in the manufacture and assembly of the specified equipment/vehicle shall be new and of high quality and grade. Re-manufactured parts shall not be utilized.

## 2.14 DECALS

The Vendor shall not affix advertising decals, stickers, or other signs to the specified equipment. Vehicle mud flaps, when specified, shall be installed with the blank side facing outward.

## 2.15 BRAND NAMES

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

## 2.16 MANUALS/ DOCUMENTS

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

1. Applicable Title documents.
2. A complete set of detailed owner's/operator's manuals, part's books, and mechanic's service manuals that includes all standard manufacturer/vendor literature (One (1) physical set and one (1) electronic set). The mechanic's service manuals shall include complete electrical, hydraulic, and compressed air schematics.
3. Manufacturer's standard warranties and guaranties
4. Vendor Certifications

Any software, licensing, and/or special access required to view schematics or operate functions within the operator, parts, and service manual electronic files shall be provided at no extra charge. The cost of all software and/or any license fees shall be included in the bid pricing. If any electronic schematic is multipage, paper copies of schematics shall include reference indicators directing the reader to connection points on other pages by sheet number and grid location.

## 2.17 ASSIGNMENT

The rights of each party under this agreement shall not be assigned or transferred to any other person, entity, firm, or corporation without prior written consent of both parties.

### 3.1 PRICING

The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

### 3.2 SPECIFICATIONS

See Technical Specifications for Snow Removal Equipment (SRE): Wheel Loader with Bucket and Forks, Loader Mounted Box Plow Attachment with Adjustable Side Wings, and Loader Mounted Hydraulic Broom Attachment.

### 3.3 TRANSPORTATION & INSTALLATION

The transportation and any construction or installation of any component of the Snow Removal Equipment (SRE): Wheel Loader with Bucket and Forks, Loader Mounted Box Plow Attachment with Adjustable Side Wings, and Loader Mounted Hydraulic Broom Attachment onsite shall be included as part of the contract between the Owner and the Vendor.

### 3.4 INSURANCE

The Vendor shall maintain at all times a minimum commercial liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and must name the City of Aurora as additional insured on Vendor's policy. Proof of adequate insurance in the form of a Certificate of Insurance must be provided to the Owner upon contract acceptance.

### 3.5 TRAINING

A qualified, factory trained representative must fully install, start-up, and test the unit as well as provide training to the operators and maintenance personnel. Training shall be performed at a time convenient to the Owner, but not later than the operational date of the unit. The training shall be performed at the customer's site and shall be a total of 24 hours (as detailed in the specifications) with 12 hours for operators training and an additional 12 hours for mechanics training (mechanics shall attend the operating training first). Training shall include general maintenance, including operation and electronic maintenance related to the basic operation of the vehicle. Topics will include, but are not limited to:

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

### 3.6 INSPECTION

The Vendor will be responsible for all repairs to the vehicle, all components, and systems until such time that the Owner has signed acceptance and all training has been completed. The Owner will provide written acceptance upon final inspection of completed punch list items verifying that the Snow Removal Equipment (SRE): Wheel Loader with Bucket and Forks and Loader Mounted Box Plow Attachment with Adjustable Side Wings are complete in all respects and operating properly, and that all training, to the Owner's satisfaction, is accomplished.

### 3.7 INVOICING & PAYMENT

The goal of the Owner is to pay properly submitted Vendor invoices within thirty (30) days of receipt, in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et.seq.), providing all goods and specified equipment have been delivered and/or services have been performed, approved, and accepted by the City of Aurora. Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The successful Bidder shall submit invoices via email to: [purchasingDL@aurora.il.us](mailto:purchasingDL@aurora.il.us) or mail to: City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507.

### 3.8 APPROVAL OF THE CONTRACT

The Owner will not enter into a contract with the successful bidder until Owner approves the Bidder's proposed DBE participation and the FAA concurs with any waiver request to Buy American preferences made by the Bidder.

Upon receipt of the Contract Agreement, Contract Bonds and Certificate of Insurance as executed from the successful Bidder, the Owner will complete execution of the contract conditioned upon the Owner's judgment that it remains in their best interest to enter into the Agreement.

Delivery of the fully executed Contract Agreement to the successful Bidder shall constitute the Owner's approval to be bound by the successful Bidder's proposal and all terms and conditions of the Contract Agreement. Upon satisfactory execution of the contract by the successful Bidder and the Owner, all references to "Bidder" in the bid documents become equivalent to the term "Vendor."

### 3.9 CANCELLATION OF AWARD

At any time prior to execution of a contract agreement, the Owner reserves the right to cancel the award for any reason without liability to the Bidder, with the exception of the return of the bid guaranty, at any time prior to execution of the contract.

### 3.10 DISPUTE RESOLUTION

In the event of a dispute between the Owner and Vendor arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. The Owner and Vendor shall participate in the negotiation or mediation process in good faith. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution in Illinois District Court for Kane County.

## END OF GENERAL TERMS AND CONDITIONS



### **ATTACHMENTS TO THIS BID**

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

- Bid Form
- Acknowledgement of Addenda (if applicable)
- Deviation Form
- List of References
- Disadvantaged Business Enterprise (DBE) Utilization Statement
- Disadvantaged Business Enterprise (DBE) Letter of Intent
- Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects
- Certification from Manufacturer/Vendor stating equipment complies with applicable performance, design, and construction requirements of specifications.
- Certification from Manufacturer/Vendor and Certified Records of Compliance Tests as described in technical specifications.
- Evidence that Model to be furnished is commercially available and field tested per the Advisory Circular.
- List of Five (5) airports or municipalities, location, and contacts, using similar salient equipment by the proposed manufacturer.
- Evidence of Bidder's Authority and qualification to do business in the State.
- Evidence of Authority to execute the bid.
- Warranty Statement

### **ATTACHMENTS TO THIS BID IN SEPARATE ENVELOPE**

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

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

**COMPLETE FOR BID**

**BID FORM**

**ACQUIRE SNOW REMOVAL EQUIPMENT (SRE):  
TWO (2) WHEEL LOADERS WITH BUCKETS AND FORKS,  
ONE (1) LOADER MOUNTED BOX PLOW ATTACHMENT WITH  
ADJUSTABLE SIDE WINGS, AND ONE (1) LOADER MOUNTED  
HYDRAULIC BROOM ATTACHMENT**

**BID FORM**

Full Name of Bidder: McCann Industries

Business Address: 543 S. Rohlwing Rd.

City, State & Zip: Addison IL 60101

Telephone: 630 627 0000 FAX: 630 627 8711

Email: cboerner@McCannOnline.com

Contract Person: Charles "JR" Boerner

FEIN: 36-2306031

The undersigned, being duly sworn, certifies that he/she is:

- The Owner/ Sole Proprietor     a Member of the Partnership     an Officer of the Corporation     a member of the Joint Venture

Further, the Bidder declares that the only person or parties interested in this bid as principals are those named herein.

Further, the undersigned hereby certifies that they have read and understand the contents of this bid and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, warranties, and attachments, including Addenda No. 1 and 2 issued thereto, except only to the extent that the Bidder has taken express written exception in this bid, hereto. Failure to have read all the provisions of this bid shall not be cause to alter any resulting contract or request additional compensations.

Further, by signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Further, by signing this bid document, the Bidder hereby certifies that pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42.1-1, the Bidder is not delinquent in the payment of any tax administered by the Department of Revenue.

Our State of Illinois Certification Number under the Fair Employment Practices Law is 100815-00

(check if applicable) We do not have a State Pre-Qualification Statement. In lieu thereof, we will make an application at 312.814.2432 within thirty (30) days from the date of this bid opening.

Further, the Bidder agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580.1 et seq.

Further, the Bidder has not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.

Further, the Bidder has adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that the Bidder is also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).

Bids shall remain open up to 90 days until an award by the Airport.

Authorized Signature: 

Typed/Printed Name: STEVEN ROGGE MAN

Title: PRESIDENT

Date: 4/2/2024

**Schedule of Prices – Base Bid**

Item No.	Item	Unit	Quantity	Unit Price	Total Price
1	Snow Removal Equipment (SRE): Wheel Loader With Bucket And Forks	Each	2	367,200	734,400
2	Snow Removal Equipment (SRE): Loader Mounted Box Plow Attachment with Adjustable Side Wings	Each	1	38,500	77,000
3	Snow Removal Equipment (SRE): Loader Mounted Hydraulic Broom Attachment	Each	1	67,000	134,000
Total Combined Bid Price =					945,400

**Acquire Snow Removal Equipment (SRE):**

**Two (2) Wheel Loaders with Buckets and Forks, One (1) Loader Mounted Box Plow Attachment with Adjustable Side Wings, and One (1) Loader Mounted Hydraulic Broom Attachment**

**Base Bid Price Total:**

\$ 945,400

Written Price in Words: Nine-Hundred and Forty-five Thousand and FOUR-Hundred

Manufacturer name and model numbers: CASE 921 G XR, Rockland  
4.75 CYD BKT & 72" Forks, HLA Snow Wing Blade 14'-24'  
6205 Series, Paladin Sweeper HSA 21493 Hyd Drive, Angle  
Broom

(Add additional sheets, as necessary.)

Estimated Delivery Time: Nov. 2024

**ADDENDUM NO. 1**

**March 6, 2024**

**TO THE**

**CONTRACT DOCUMENTS**

**FOR**

**INVITATION TO BID 24-021**

**ACQUIRE SNOW REMOVAL EQUIPMENT (SRE): TWO (2) WHEEL LOADERS WITH BUCKETS AND FORKS, ONE (1) LOADER MOUNTED BOX PLOW ATTACHMENT WITH ADJUSTABLE SIDE WINGS, AND ONE (1) LOADER MOUNTED HYDRAULIC BROOM ATTACHMENT**

**AT**

**AURORA MUNICIPAL AIRPORT**

Attach this Addendum No. 1 to the front cover of the Contract Documents in your possession.

This Addendum No. 1 supplements and amends the original Contract Documents dated March 3, 2024 and shall be taken into account in preparing bid proposals and shall be part of the Contract Documents. **Acknowledge receipt of this addendum in the space provided on the Bid Form, Page 18 of the Project Documents. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

**PROJECT DOCUMENTS**

- 1) **INVITATION TO BID:** Page 1, Revise project title as follows:

**ACQUIRE SNOW REMOVAL EQUIPMENT (SRE): TWO (2) WHEEL LOADERS WITH BUCKETS AND FORKS, TWO (2) LOADER MOUNTED BOX PLOW ATTACHMENT WITH ADJUSTABLE SIDE WINGS, AND TWO (2) LOADER MOUNTED HYDRAULIC BROOM ATTACHMENTS**

- 2) **BID FORM:** Page 18, Revise project title as follows:

**ACQUIRE SNOW REMOVAL EQUIPMENT (SRE): TWO (2) WHEEL LOADERS WITH BUCKETS AND FORKS, TWO (2) LOADER MOUNTED BOX PLOW ATTACHMENT WITH ADJUSTABLE SIDE WINGS, AND TWO (2) LOADER MOUNTED HYDRAULIC BROOM ATTACHMENTS**

- 3) **Schedule of Prices – Base Bid:** Page 20, Replace Schedule of Prices table with the following table:

**Schedule of Prices – Base Bid**

Item No.	Item	Unit	Quantity	Unit Price	Total Price
1	Snow Removal Equipment (SRE): Wheel Loader With Bucket And Forks	Each	2	367,200	734,400
2	Snow Removal Equipment (SRE): Loader Mounted Box Plow Attachment with Adjustable Side Wings	Each	2	38,500	77,000
3	Snow Removal Equipment (SRE): Loader Mounted Hydraulic Broom Attachment	Each	2	67,000	134,000
Total Combined Bid Price =					945,400

4) **CONTRACT AGREEMENT:** Page 34, Revise project title as follows:

**Acquire Snow Removal Equipment (SRE): Two (2) Wheel Loaders with Bucket and Forks, Two (2) Loader Mounted Box Plow Attachments with Adjustable Side Wings, and Two (2) Loader Mounted Hydraulic Broom Attachments**

# City of Aurora



Finance Department | Purchasing Division

44 E Downer Place | Aurora, Illinois & 60507

Phone: (630) 256-3550 | Fax: (630) 256-3559 | Web: [www.aurora-il.org](http://www.aurora-il.org)

DATE: March 25, 2024  
TO: Prospective Bidders  
FROM: Jolene Coulter, Director of Purchasing  
RE: **CITY OF AURORA INVITATION TO BID 24-021**  
**ADDENDUM #2 SNOW REMOVAL EQUIPMENT - LOADERS**

This notice forms a part of the Invitation to Bid 24-021: Snow Removal Equipment - Loaders. All other information pertaining to this Invitation to Bid shall remain the same.

Sealed Bids will be received at the City of Aurora, Attn: City Clerk, 44 East Downer Place, Aurora, Illinois 60507, until 2:00 pm, CST, Wednesday, April 3, 2024. It is the sole responsibility of the Bidder to see that their Bid is received by the due date and time. No Late bids will be accepted.

***“Acknowledge receipt of this addendum in the space provided on the Bid Form, Page 18 of the Project Documents”***

On the 2 Loaders:

5.2.4 Tires

Shall the tires be Radial or Low Profile Radial

5.2.5 Cold Weather Considerations

Do you require a block coolant heater or Either Starting Aid? **Both**

5.2.3 Hydraulics

Do you require the bucket and boom Hydraulics to be run by one "joystick" or s Single access controls?

Joystick

Shall the Auxiliary Hydraulics be run by a Lever or Roller switch? Roller Switch or Buttons on the

Joystick

5.3.3

Do you require the exterior mirrors to be Heated and Powered adjusting? **Both**

Do you require a rear view Camera?

If so, Does the Camera Require a dedicated monitor? Camera can be integrated into machine display, must have object detection (radar)

5.3.4 Fenders

Do you require full coverage fenders or just partial? Full coverage

Would you like "mud Flaps in addition to Fenders? Yes

### 5.3.5 Cab Glass

Is there a % of tint required? The glass comes with a minimal UV limiting tint from the factory. No % required above minimum

### 5.3.7 Cab Access

Do you require left and Right side Cab steps? Both left and right steps

### 5.4.2 Seating

Do you require the seat to be Heated and Ventilated or Just heated? Both

### 6 Additional Items

Do you require the Locking Mechanism be a manual/Pin on Style or Hydraulic actuated? Hydraulic  
If Hydraulic should it follow a specific Coupler size or pattern? ISO pattern for example? ISO high visibility coupler required

### MISC Pertaining to the Loader

Do you require the machine to have a Rear Hitch? Yes

Do you require Guards for the Transmission and Bottom? Yes

Do you require a debris Package that includes; Automatic Reversing Fan for cooling Package, Cab air Precleaner, Centrifugal Precleaner for Engine Air intake? This often aids with Snow plugging these intakes. Yes

Is there a minimum Boom height or dump height for this machine requiring a "High Lift" linkage for stacking snow. High lift required for stacking snow piles. Minimum boom height 13'6" to hinge pin.

### Loader mounted Box Plow

#### 5.2.1 Endplates / Side Wings

Are these required to be Adjusted Manually or Hydraulically? Hydraulic only

### 5.5 Additional Equipment

Do you require mounting hardware with the Cutting edge or just an edge? Hardware required. Carbide cutting edge

### MISC.

Do you require the Plow to be Painted Chrome yellow as well? Yes

### Front Mount Hydraulic Broom

#### 5.4 Brush Angle

Do you require the Broom to angle Hydraulically? Minimum 35degree angle. Hydraulic angle required.



**Variations and Deviations**

Variance 1: State Weight 45,651 lb

Variance 2: Engine Power 242 HP @ 1600 RPM  
NO DPF Filter, NO Regen PASSIVE, Active or MANUAL  
NO EGR

Variance 3: minimum flow of 74.2 gpm to 87.3 gpm  
Both Joy stick & wheel Steer w 4 function Joy stick

Variance 4: Fuel Capacity of 76 gallons Runtime of  
8 to 10 Hours per tank

Variance 5: Cab clearance 11 feet 3 inches

Variance 6: 5.2.5 cold weather Package. NO either Has  
HD Batteries (2x950cca), Low-temp Hytran, ultra Hyd oil  
Grid Heater, DEF line insulating blanket, Heated Fuel/water separator

Variance 7: \_\_\_\_\_

Variance 8: \_\_\_\_\_

**COMPLETE FOR BID**

**DEVIATION FORM**

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

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

Section or Specification of RFB	Description of Deviation or Exception Taken (add continuation sheet if necessary)
SRE WL	Weight 45,651 Lb.
SRE WL	Engine Power 242 Hp @ 1600 Rpm No DPF Filter, No Regen Passive, Active or manual
SRE WL	Min Flow ADV Hyd 74.2 Gpm to 97.3 Gpm Joystick Steer & wheel Steer w 4 function joystick
SRE WL	Fuel cap of 76 gallon with runtime of 8 to 10 Hrs.
SRE WL	Cab clearance 11 feet 3 inches
S, 2.5	Cold weather package no either (Do not require to start in cold weather) Low-temp Hytran, Ultra Hyd oil, Grid Heater, DEF line insulating Blanket, Heated Fuel/Water Separator

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

McCann Industries  
Company Name

  
Authorized Signature

4/2/24  
Date

**COMPLETE FOR BID**

**LIST OF REFERENCES**

Company Name: City of Chicago  
Address: 121 N LaSalle St.  
City, State & Zip: Chicago IL 60602  
Contact Person: Jeanie Rhee  
Telephone #: 312-744-1238 Email: \_\_\_\_\_

Company Name: Chicago Transit Authority  
Address: 567 W Lake St  
City, State & Zip: Chicago IL 60661  
Contact Person: Marina Popovic  
Telephone #: 312-691-2456 Email: \_\_\_\_\_

Company Name: Metra  
Address: 547 W Jackson Blvd  
City, State & Zip: Chicago IL 60661  
Contact Person: Denise Johnson  
Telephone #: 312-322-6624 Email: \_\_\_\_\_

Company Name: IDOT  
Address: 2300 S. Dirksen Parkway  
City, State & Zip: Springfield IL 62764  
Contact Person: Mark Windsor  
Telephone #: 217-285-7081 Email: \_\_\_\_\_

Company Name: Argonne National Laboratory  
Address: 9700 South Cass Av.  
City, State & Zip: Lemont IL 60439  
Contact Person: Jean Smity  
Telephone #: 630-252-7994 Email: \_\_\_\_\_

**COMPLETE FOR BID**

**DISADVANTAGE BUSINESS ENTERPRISE (DBE)  
UTILIZATION STATEMENT**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. *(Please check the appropriate box)*

The bidder/offeror is committed to a minimum of 0.0% DBE utilization on this contract.

- The bidder/offeror, while unable to meet the DBE goal of 0.0% hereby commits to a minimum of \_\_\_\_\_ DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Rights Staff of the Federal Aviation Administration.

\_\_\_\_\_  
Bidder's/Offeror's Firm  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DBE UTILIZATION SUMMARY**

	Contract Amount	DBE Amount	Contract Percentage
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE	\$ _____	\$ _____	_____ %
DBE Goal			0.0 %

\*If the total proposed DBE participation is less than the established DBE goal, you must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

**COMPLETE FOR BID**

**DISADVANTAGE BUSINESS ENTERPRISE (DBE)  
LETTER OF INTENT**

*(Bidder shall submit this page for each DBE firm at the time of the Bid Submittal)*

**Bidder/Offer**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**DBE Firm:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**DBE Contact Person:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

**DBE Certification Agency:**

Expiration Date: \_\_\_\_\_

*Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.*

**Classification:**

- Prime Contractor
- Manufacturer
- Subcontractor
- Supplier
- Joint Venture

Work Items to be performed by DBE	Description	Quantity	Total

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ \_\_\_\_\_

Percent of total contract \_\_\_\_\_ %

**Affirmation**

The above named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: \_\_\_\_\_  
(Signature) (Title)

**In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

**COMPLETE FOR BID**

**CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE –  
EQUIPMENT / BUILDING PROJECTS**

(Title 49 U.S.C. Section 50101, Executive Order 14005, Bipartisan Infrastructure Law  
(Pub. L. No. 117-58), Build America, Buy America (BABA))

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 on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, 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 to 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 that 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 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 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 source 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.

4/2/2024  
Date \_\_\_\_\_ Signature \_\_\_\_\_  
McCorm Industries, Inc. \_\_\_\_\_ Title PRESIDENT  
Company Name \_\_\_\_\_



## Buy American Project/Product Content Percentage Calculation – Worksheet

### Applicant Information

Date of Application: 04/02/2024

Applicant Name: McCann Industries

Applicant Type (choose one):

Prime Contractor  Manufacturer  Supplier

Point of Contact (First and Last Name):

Applicant Business Address: 543 S. Rohlwing Rd Addison IL. 60601

Email address: cboerner@mccannonline.com

Telephone: (630) 310-7639 Extension:

### Project/Product Information

FAA Eligible Project: Aurora Municipal Airport

Airport Sponsor:

Airport LOCID:

FAA Award Number:

FAA Item Number (FAA Advisory Circular reference, if applicable):

Total Material Cost: \$ 734,400

Total U.S. Material Content Cost:	\$ 492,048	Percentage:	67 %
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Total Non-U.S. Material Content Cost:	\$ 242,352	Percentage:	33 %
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**FAA Buy American Preference (including Buy American Build American) Compliance**

Does this project include any iron, steel or any of the following construction materials, not 100% produced in the United States?

Yes  No

If "Yes," indicate the cost and percentage of the project below.

Steel (e.g., structural steel, rebar)	Cost:	Percentage:	%
Iron	Cost:	Percentage:	%
Non-ferrous metals	Cost:	Percentage:	%
Plastic and polymer-based products	Cost:	Percentage:	%
Glass (including optic glass)	Cost:	Percentage:	%
Lumber	Cost:	Percentage:	%
Drywall	Cost:	Percentage:	%

**Use of Non-Domestic Construction Materials Justification**

Provide a description of your efforts to locate and secure a domestic source for those "construction materials" or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.

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

**Project Material Structure Worksheet**

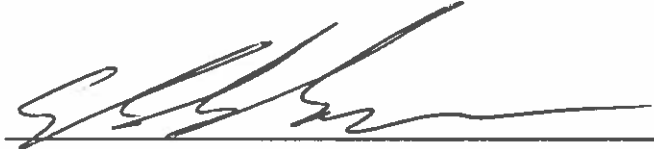
Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials
0		Final Unit Wheel Loader Bkt & Forks	1	Each	\$ 367,200	\$ 246,024		\$ 121,176		
1	921G XR	Case 921G Wheel Loader	2	Each	\$ 301,300	\$ 180,124		\$ 121,176		
1	Rockland	GPP-60-04.75-QC 4.75 Cyd Bucket w BOCE JRB 418 Mount	2	Each	\$ 28,700	\$ 28,700				
1	Rockland	UCF Utility Construction Fork 72" Tine w 72" Backing Plate JRB 418 Mount	2	Each	\$ 17,200	\$ 17,200				
2		Spacial Paint	2	Each	\$ 20,000	\$ 20,000				

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INFORMATION ACT

**Certification**

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

Signature:  Date: 04/02/2024

Name: Charles Boerner

Title: Sales Rep.

**FOR FAA USE ONLY**

(Mark the appropriate Waiver Type & Scope)

**Applicable FAA Waiver Type**

- Type I Public Interest (HQ Only)
- Type II Nonavailability (HQ Only)
- Type III More than 60% and Final Assembly within the U.S.
- Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)
- BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

**Applicable FAA Waiver Scope**

- Project Specific
- Nationwide – (General Applicability) (For HQ Only)

**Justifications**

- Manufacturing Extension Partnership (MEP) Coordinated

FAA Official's Signature:

**End of FAA-Use Only Section**



## Buy American Project/Product Content Percentage Calculation – Worksheet

### Applicant Information

Date of Application: 04/02/2024

Applicant Name: McCann Industries

Applicant Type (choose one):

Prime Contractor  Manufacturer  Supplier

Point of Contact (First and Last Name):

Applicant Business Address: 543 S. Rohlwing Rd Addison IL. 60601

Email address: cboerner@mccannonline.com

Telephone: (630) 310-7639 Extension:

### Project/Product Information

FAA Eligible Project: Aurora Municipal Airport

Airport Sponsor:

Airport LOCID:

FAA Award Number:

FAA Item Number (FAA Advisory Circular reference, if applicable):

Total Material Cost: \$ 77,000

Total **U.S.** Material Content Cost: \$ 0 Percentage: 0 %

Total **Non-U.S.** Material Content Cost: \$ 77,000 Percentage: 100 %

**FAA Buy American Preference (including Buy American Build American) Compliance**

Does this project include any iron, steel or any of the following construction materials, not 100% produced in the United States?

Yes  No

If "Yes," indicate the cost and percentage of the project below.

Steel (e.g., structural steel, rebar)	Cost:	\$ 77,000	Percentage:	100.0 %
Iron	Cost:		Percentage:	%
Non-ferrous metals	Cost:		Percentage:	%
Plastic and polymer-based products	Cost:		Percentage:	%
Glass (including optic glass)	Cost:		Percentage:	%
Lumber	Cost:		Percentage:	%
Drywall	Cost:		Percentage:	%

**Use of Non-Domestic Construction Materials Justification**

Provide a description of your efforts to locate and secure a domestic source for those "construction materials" or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.

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

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials
0		Final Unit HLA Snow Blade w Wings	2	Each	\$ 38,500			\$ 38,500	\$ 38,500	Canada
1	SB6205W	HLA SB6205W1424 Loader Mount Box Plow w Wings	2	Each	\$ 35,500			\$ 35,500	\$ 35,500	Canada
2	Paint	Special Paint	2	Each	\$ 3,000			\$ 3,000	\$ 3,000	Canada

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

**Certification**

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

Signature:  Date: 04/02/2024

Name: Charles Boerner

Title: Sales Rep.

**FOR FAA USE ONLY**

(Mark the appropriate Waiver Type & Scope)

**Applicable FAA Waiver Type**

- Type I Public Interest (HQ Only)
- Type II Nonavailability (HQ Only)
- Type III More than 60% and Final Assembly within the U.S.
- Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)
- BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

**Applicable FAA Waiver Scope**

- Project Specific
- Nationwide – (General Applicability) (For HQ Only)

**Justifications**

- Manufacturing Extension Partnership (MEP) Coordinated

**FAA Official's Signature:**

**End of FAA-Use Only Section**



## Buy American Project/Product Content Percentage Calculation – Worksheet

### Applicant Information

Date of Application: 04/02/2024

Applicant Name: McCann Industries

Applicant Type (choose one):

Prime Contractor    Manufacturer    Supplier

Point of Contact (First and Last Name):

Applicant Business Address: 543 S. Rohlwing Rd Addison IL. 60601

Email address: cboerner@mccannonline.com

Telephone: (630) 310-7639      Extension:

### Project/Product Information

FAA Eligible Project: Aurora Municipal Airport

Airport Sponsor:

Airport LOCID:

FAA Award Number:

FAA Item Number (FAA Advisory Circular reference, if applicable):

Total Material Cost: \$ 134,000

Total U.S. Material Content Cost:	\$ 95,300	Percentage:	70 %
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Total Non-U.S. Material Content Cost:	\$ 38,700	Percentage:	30 %
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**FAA Buy American Preference (including Buy American Build American) Compliance**

Does this project include any iron, steel or any of the following construction materials, not 100% produced in the United States?

Yes  No

If "Yes," indicate the cost and percentage of the project below.

Steel (e.g., structural steel, rebar)	Cost:	Percentage:	%
Iron	Cost:	Percentage:	%
Non-ferrous metals	Cost:	Percentage:	%
Plastic and polymer-based products	Cost:	Percentage:	%
Glass (including optic glass)	Cost:	Percentage:	%
Lumber	Cost:	Percentage:	%
Drywall	Cost:	Percentage:	%

**Use of Non-Domestic Construction Materials Justification**

Provide a description of your efforts to locate and secure a domestic source for those "construction materials" or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.

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

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials
0		Final Unit Paladin Sweepster Hyd Broom w Angle HSA 21493	2	Each	\$ 67,000	\$ 47,650		\$ 19,350		
1	HSA21493	High Speed Angle Broom w 192 Wide (16') Sweep Path & Hyd Hoses/control	2	Each	\$ 64,500	\$ 45,150		\$ 19,350		
2	Paint	Special Paint	2	Each	\$ 2,500	\$ 2,500				

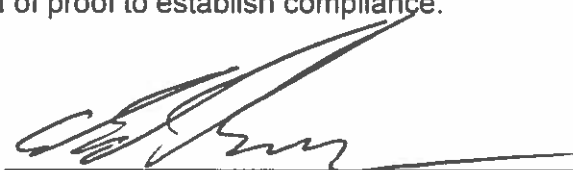
- CONFIDENTIAL -

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

### Certification

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

Signature: \_\_\_\_\_



Date: 04/02/2024

Name: Charles Boerner

Title: Sales Rep.

<b>FOR FAA USE ONLY</b>
-------------------------

(Mark the appropriate Waiver Type & Scope)

**Applicable FAA Waiver Type**

- Type I Public Interest (HQ Only)
- Type II Nonavailability (HQ Only)
- Type III More than 60% and Final Assembly within the U.S.
- Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)
- BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

**Applicable FAA Waiver Scope**

- Project Specific
- Nationwide – (General Applicability) (For HQ Only)

**Justifications**

- Manufacturing Extension Partnership (MEP) Coordinated

**FAA Official's Signature:**

**End of FAA-Use Only Section**

**BUY AMERICAN WAIVER REQUEST**  
Title 49 U.S.C Section 50101(b)  
**For Airfield Development Projects funded under the  
Airport Improvement Program**

*(Bidder shall submit this form at the Owner's request, but not at the time of the Bid Submittal)*

**Type of Waiver Request:**

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

- Section 50101(b)(3):** Bidder hereby requests a waiver to Buy American preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. *(Bidder must attach a copy of the component cost calculation table)*

Equipment: \_\_\_\_\_

- Section 50101(b)(4):** Bidder hereby requests a waiver to Buy American preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. *(Note This type of waiver is very rare)*

**Certification Signature**

In accordance with Section 50101(b), we request a waiver to the Buy American provisions based on the above certification and attached documentation.

\_\_\_\_\_  
Bidder's Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Instructions for Section 50101(b)(3) Waiver:**

1. "Equipment" in Section 50101 shall mean the following.
  - a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
  - b) Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
  - c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
  - d) Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage:  
[http://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/media/buy\\_american\\_waiver.xls](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls)
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

**Instructions for Section 50101(b)(4) Waiver:**

1. The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

**North America Free Trade Act (NAFTA)**

The NAFTA does not apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

## SAMPLE AIRFIELD DEVELOPMENT COMPONENT CALCULATION

Shown below is a sample cost component calculation. The calculation is per individual bid items except for "L" type equipment listed within AC 150/5345-53.

**Project:** Runway Reconstruction Project  
**Apparent Low Bid:** \$ 6,000,000

### COST COMPONENT CALCULATION TABLES

Item P-620-5.1 Paint w/Beads  
Bid Line Item Cost = \$ 58,200  
• Labor Costs = \$5,300  
• Material Costs = \$ 52,900

Component/Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/Subcomponents	Cost of US Manufactured Components/Subcomponents
Paint	Company AAA	US	\$ 1,200	\$ 50,000
Reflective Media Type III	Company BBB	US	\$ 200	\$ 1,500

Sum of US Manufactured Component/Subcomponent Costs = \$ 51,900.00  
Sum of all Facility Components and Subcomponents = \$ 52,900  
Percentage of Facility Components Manufactured in the United States = 97.35%  
Place of Final Assembly: Omaha, NE

Item L-109.6.1 Electric Vault  
Bid Line Item Cost = \$ 74,050  
• Labor Costs = \$ 7,800  
• Material Costs = \$ 66,250

Component/Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/Subcomponents	Cost of US Manufactured Components/Subcomponents
Prefab Metal Vault	Company CCC	US	\$ 0	\$ 46,000
Electric System	Company CCC	US	\$ 800	\$ 12,000
Ventilation System	Company DDD	US	\$ 750	\$ 8,000

Sum of US Manufactured Component/Subcomponent Costs = \$ 65,000  
Sum of all Facility Components and Subcomponents = \$ 66,250  
Percentage of Facility Components Manufactured in the United States = 98.11%  
Place of Final Assembly: St. Louis, MO

Item L-861 MIRL Fixture  
Bid Line Item Cost = \$ 760 (ea)  
• Labor Costs = \$ 75  
• Material Costs = \$ 675

Component/Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/Subcomponents	Cost of US Manufactured Components/Subcomponents
Item L-861 MIRL Fixture	Company EEE	US	\$95 (ea)	\$680 (ea)

Sum of US Manufactured Component/Subcomponent Unit Costs = \$ 680  
Sum of all Facility Components and Subcomponents = \$ 675  
Percentage of Facility Components Manufactured in the United States = 85.9%  
Place of Final Assembly: Dallas, TX

**Determination:**  
Each individual item is separately evaluated for Buy America Compliance. Each waiver request would likely be acceptable under the AIP because the U.S. percentage exceeds 60% and final assembly occurs in the United States. Note the following:

- The bidder must submit separate waiver requests for each of the above three equipment items.
- Labor and Assembly costs are not included in the calculation.
- Steel products must be 100% made in the United States.
- The L-861 MIRL must be evaluated by itself, not as part of a bid item that includes the light base, connectors, concrete, etc.
- Type "L" items listed on the Nationwide Approved listing do not require another waiver review.

**BUY AMERICAN CONFORMANCE LISTING**

Title 49 U.S.C Section 50101(b)

**For Airfield Development Projects funded under the  
Airport Improvement Program**

(Bidder shall submit this form at the Owner's request, but not at the time of Bid Submittal.)

- Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing:  
[http://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/media/buy\\_american\\_waiver.xls](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls)
- Bidder shall submit a listing of equipment it proposes to install on the project that is included on the current National Buy American conformance list.

Equipment Type	Name of Manufacturer	Product Number
Wheel Loader	CASE	9266
Snow Blade	HLA	HLA 506205W1424
Angle Broom High Speed	Paladin/Sweepster	HSA 21493

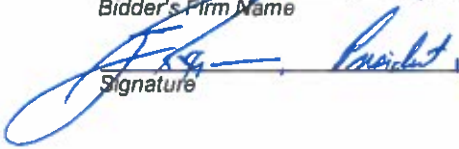
**Certification Signature:**

Bidder hereby certifies that the above listed equipment, which we propose for installation on the subject project, are on the current National Buy American Conformance list as established at:

[http://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/media/buy\\_american\\_waiver.xls](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls)

I hereby certify the above information is accurate and complete.

McCann Industries Inc 4/2/2024  
Bidder's Firm Name Date

 \_\_\_\_\_  
Signature

**COMPLETE FOR BID**

**BID BOND**

**BIDDER (Name and Address):**

McCann Industries, Inc.  
543 S. Rohlwing Road  
Addison, IL 60101

**SURETY (Name and Address):**

RLI Insurance Company  
9025 N. Lindbergh Drive  
Peoria, IL 61615

**OWNER (Name and Address):**

City of Aurora  
44 East Downer Place  
Aurora, IL 60507

**BID**

BID DUE DATE: April 3, 2024  
PROJECT (Brief Description Including Location):  
Acquire Snow Removal Equipment (SRE): Two (2) Wheel Loaders with Buckets and Forks, One (1) Loader Mounted Box Plow Attachment with Adjustable Side Wings, and One (1) Loader Mounted Hydraulic Broom Attachment (Herein referred to as "Snow Removal Equipment") for the Aurora Municipal Airport, Sugar Grove, IL.

**BOND**

BOND NUMBER: BID BOND  
DATE (Not later than Bid due date): April 3, 2024  
PENAL SUM: Five Percent Amount of Bid 5%  
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

McCann Industries, Inc. (Seal)  
Bidder's Name and Corporate Seal  
By: [Signature] Signature and Title

Attest: [Signature] vPotSales  
Signature and Title

**SURETY**

RLI Insurance Company  
Surety's Name and Corporate Seal  
By: [Signature] Signature and Title  
William Reidinger Attorney-in-Fact (Attach Power of Attorney)

Attest: [Signature] W.M.G.  
John W. McGuire Account Manager Signature and Title



- Note: (1) Above addresses are to be used for giving required notice.
- (2) Any singular reference to Bidder, Surety, OWNER, or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by OWNER, or
  - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 Calendar Days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 180 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 Calendar Days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Illinois.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.



### CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS of this agreement entered into this 2 day of April, 2024, by and between City of Aurora, a body politic and corporate, hereinafter referred to as the "OWNER", and McCam Industries hereinafter referred to as the "VENDOR" in these contract documents.

### WITNESSETH

WHEREAS, the OWNER did advertise by bid for:

Airport improvement to include:

**Acquire Snow Removal Equipment (SRE):**

**Two (2) Wheel Loaders with Buckets and Forks, One (1) Loader Mounted Box Plow Attachment with Adjustable Side Wings, and One (1) Loader Mounted Hydraulic Broom Attachment**

**(Herein referred to as "Snow Removal Equipment")**

**for the Aurora Municipal Airport, Sugar Grove, IL.**

WHEREAS, the VENDOR did underdate of 4/2/24 submit a bid for such work; and WHEREAS, after due consideration of all the bids, the OWNER did award the Contract to the VENDOR.

NOW THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

#### **1. Work**

The VENDOR will furnish all Snow Removal Equipment in compliance with the specifications (herein referred to as "Contract Documents") of which this Agreement is a part.

All Snow Removal Equipment shall be supplied in strict conformance with the provisions of this Agreement the Invitation to Bid, Instructions to Bidders, Supplementary Provisions, Special Terms and Conditions, Contract Agreement, Bond Forms and Technical Specifications which are attached hereto and shall be considered a part of this Agreement.

The restatement in this Contract of any of the terms of said Contract Documents and Standard Specifications shall not be deemed to wave any terms not as restated.

#### **2. Warranty**

The VENDOR agrees to warranty all Snow Removal Equipment in compliance with the Contract Documents. Any such defects in design, material, and workmanship that occur within the stated warranty period shall be the responsibility of the VENDOR. It is agreed that all warranty claims shall be considered valid or eligible from written date of final acceptance to the warranty expiration date as determined by the Contract Documents.

#### **3. Contract Price**

It is agreed that the Snow Removal Equipment in the "Bid Forms" in the VENDOR's Proposal Section of the Contract Documents will be used as the basis for determining the amount due under this Contract Agreement. The amount due under this Agreement so determined is:

\$ 945,400 hereinafter referred to as the Contract Price.

Said amount is based on the price(s) stated in VENDOR'S Bid Proposal, which is attached to and made a part of this Agreement;

#### 4. Payment

Upon the completion, delivery, and acceptance of the Snow Removal Equipment by the OWNER, all sums due the VENDOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the VENDOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the VENDOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed, and materials furnished under this Contract.

#### 5. Contract Time

The VENDOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. VENDOR further agrees to deliver all Snow Removal Equipment within **395 Calendar Days** of the date specified in the OWNER'S Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

#### 6. Liquidated Damages

The VENDOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the VENDOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the VENDOR expressly agrees to pay the OWNER non-penal amounts as liquidated damages, **\$500** for each calendar day the Snow Removal Equipment remains undelivered (or in a nonoperational condition in all respects) to the Airport after the delivery date.

Furthermore, the VENDOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the VENDOR, the amount of said liquidated damages;

#### 7. VENDOR'S Representations

The VENDOR understands and agrees that all representations made by the VENDOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

#### 8. VENDOR'S Certifications

The VENDOR understands and agrees that all certifications made by the VENDOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

#### 9. Miscellaneous

- a. VENDOR understands that it shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction in connection with completion of the Work;
- b. VENDOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm, or corporation without prior written consent of both parties;

d. OWNER and VENDOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the said City of Aurora has caused this Contract to be signed and sealed in its corporate name by the OWNER, respectively, being duly authorized,

and \_\_\_\_\_

has caused this Contract to be signed and sealed in its corporate name by,

\_\_\_\_\_ its \_\_\_\_\_,

being duly authorized, the day and year first written above at \_\_\_\_\_.

IN WITNESS WHEREOF, OWNER and VENDOR have executed three (3) copies of this Agreement on the day and year first noted herein

OWNER: City of Aurora

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

VENDOR: \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

ATTEST

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

ATTEST

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

## PROCUREMENT SPECIFICATION SNOW REMOVAL EQUIPMENT (SRE): WHEEL LOADER WITH BUCKET AND FORKS

### 1. SCOPE

This specification covers requirements for an airport snow removal equipment (SRE) dedicated wheel loader with bucket and forks for airfield snow removal purposes. The airport sponsor requires this specified piece of equipment in order to maintain the airfield during large and small snow events. It will be the central and critical element in the effort to accomplish the airport's published snow plan. Considerations can be found in this specification.

### 2. REFERENCES

#### 2.1 Applicable Documents

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

##### 2.1.1 SAE Publications

Available from SAE International, 400 Commonwealth Drive, Warrendale, PA 15096-0001, Tel: 877-606-7323 (inside USA and Canada) or 724-776-4970 (outside USA), [www.sae.org](http://www.sae.org).

SAE J931	Hydraulic Fluid Power Circuit Filtration - Application & Methods
SAE J1292	Automobile and Motor Coach Wiring
SAE J1503	Performance Test for Air-Conditioned, Heated, and Ventilated Off-Road, Self-Propelled Work Machines

##### 2.1.2 FAR & FAA Publications

Available from Federal Aviation Administration, 800 Independence Avenue, SW, Washington, DC 20591, Tel: 866-835- 5322, [www.faa.gov](http://www.faa.gov).

AC 150/5200-30D	Airport Field Condition Assessment and Winter Operations Safety
AC 150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
AC 150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials

##### 2.1.3 FMCSR Publications

Available from Federal Motor Carrier Safety Administration, 1200 New Jersey Avenue SE, Washington, DC 20590, Tel: 1-800-832-5660, [www.fmcsa.dot.gov](http://www.fmcsa.dot.gov).

Title 49, Chapter III, Subchapter B-Federal Motor Carrier Safety Regulations

2.1.4 Latest release of Federal Spec 297, Rustproofing of Commercial (Nontactical) Vehicles

2.1.5 RTCA Publications

Available from RTCA, Inc., 1150 18th Street, NW, Suite 910, Washington, DC 20036, Tel: 202-833-9339, [www.rtca.org](http://www.rtca.org).

RTCA DO-186 Minimum Performance Standards for Airborne Radio Communications Equipment Operating Within the Radio Frequency Range 117.975 - 137.000 MHz

2.1.6 FMVSS - Federal Motor Vehicle Safety Standards

3. INTENT

The practical concept is that a single operator can operate this wheel loader and various attachments to clean the pavement surface from snow and ice to bare pavement. The wheel loader should conform to the manufacturer's performance recommendations and be suitable for mounting all specified accessories.

4. BASIS OF DESIGN

4.1 The wheel loader with bucket and forks shall meet or exceed the design intent of this specification. Any equivalent brand or model from any equipment manufacturer shall be acceptable as long as it meets the minimum requirements of this specification.

This specification minimum requirements were established based on the design intent of the following system(s):

- ❖ John Deere 724 P Wheel Loader
  - 120-inch-wide bucket with minimum capacity of 4.75 cubic yards.
  - 76-inch-wide fork frame with 72-inch-long construction tines.

5. TECHNICAL REQUIREMENTS

5.1 General Description – Standard Production Model Wheel Loader

The SRE wheel loader shall consist of a new, standard production model wheel loader with an enclosed cab and front mounted loader arms with the ability to connect to different loader attachments.

Properly fitted wheel loaders can provide the necessary tools and power for snow removal and ice control equipment to move snow, slush, ice, and other debris from airfield pavement during winter operations. The wheel loader attachments to be included in this procurement shall include a wheel loader bucket, forks, and a loader mounted box plow (see plow specification).

5.1.1 The wheel loader must have a minimum static weight of 43,500 lbs.

## 5.2 Minimum Performance Requirements

### 5.2.1 Engine

The wheel loader shall have a standard production diesel engine with a minimum 9.0 litre displacement and rated engine power of 276 HP at 1800 RPM. The equipment shall have the ability to remove snow, ice, slush, sand, and other debris at speeds of 5-20 MPH.

### 5.2.2 Transmission

The design of this unit shall ensure positive tire-to-ground tractive effort while operating. The wheel loader shall be equipped with mechanical front-wheel drive and power steering. The wheel loader shall have a steering column mounted power shuttle for frequent forward-reverse shifting. The wheel loader shall have electrohydraulic locking differential controls with hydraulic wet disc type brakes.

### 5.2.3 Hydraulics

The wheel loader shall be equipped with joystick controls for operation of the wheel loader and associated attachment(s). The wheel loader's hydraulic system shall be designed and sized no less than 82 gallons per minute to meet wheel loader operation requirements and any attachments.

### 5.2.4 Tires

The wheel loader tires shall be rated and sized per the manufacturer's standard. Tire tread shall be adequate for on pavement winter operations and for turf summer operations.

### 5.2.5 Cold Weather Considerations

The wheel loader shall be provided with provisions for cold weather operations, allowing the wheel loader to be stored, started, and operated in temperatures of at least -20° F. The ability to start the wheel loader in cold weather conditions is paramount for the Airport's snow removal operations.

### 5.2.6 Fuel Capacity

The wheel loader shall be provided with a minimum fuel capacity of 92 gallons.

## 5.3 Exterior Features

### 5.3.1 Exterior Lighting

The wheel loader shall be fitted with a premium LED work light package designed to provide adequate lighting to facilitate a 360-degree coverage of visibility of the work area in low light conditions. In addition to the premium work light package, standard headlight, brake, turn, hazard, and tail lighting shall be provided on the wheel loader.

### 5.3.2 FAA Required Specialty Lighting

The wheel loader shall be equipped with at least one (1) amber colored, rotating beacon warning light mounted on the top of the wheel loader cab. All identification lights shall be in accordance with the most recent edition of FAA Advisory Circular AC 150/5210 *Painting, Marking, and Lighting of Vehicles used on an Airport*.

### 5.3.3 Rear View Mirrors

The wheel loader shall be fitted with mirrors mounted to the exterior of the wheel loader cab. Mirrors shall be positioned to provide adequate visibility for the rear work area of the wheel loader while the operator is facing in the forward direction.

### 5.3.4 Fenders

The wheel loader shall be supplied with front and rear fenders to minimize the amount of snow thrown at the cab from the tires. Fenders shall be secured to the wheel loader in a manner that does not interfere with normal steering or loader operations.

### 5.3.5 Cab Glass

The wheel loader shall be provided with an enclosed cab. The cab glass shall conform to the following:

- ❖ Front windshield, door, side, and back windows shall be arranged to provide a panoramic view of the work area.
- ❖ Wheel loader cab glass shall be tinted.

### 5.3.6 Windshield Wipers

The wheel loader shall be provided with adequate wipers and windshield washer system to ensure clear visibility in adverse weather conditions.

### 5.3.7 Cab Access

Steps and handrails shall be used to provide access to the cab, maintenance areas, operation areas, or other areas of the equipment. These steps, together with assist handles, shall be of ample size to ensure safe and easy access for persons wearing bulky winter clothing. Handrails shall be made of corrosion-resistant materials or otherwise treated to prevent corrosion.

5.3.8 The wheel loader must not have a cab clearance height to exceed 11 feet, 5 inches.

## 5.4 Interior Features

### 5.4.1 Operator Control Station Features

The Operator Control Station (OCS) shall be ergonomically designed and fitted with all of the controls and operator interfaces to permit the optimum environment to operate the wheel loader and wheel loader attachment(s) in a safe and conducive manner.

An integrated joystick shall be provided for loader operation and directional control of related bucket or snow blower attachments. At a minimum, the directional controls shall allow for raise/lower of loader arms and forward/backward tilting of attachment.

Instrumentation shall be per standard production models, typically centered in front and to the righthand side of the primary operator and shall be positioned to minimize interruption of operator visibility.

### 5.4.2 Seating

The operator seat shall be air suspended, heated, and constructed of premium quality materials, standard to typical production models. Consideration should be given to the maneuverability of the seat in relation to tasks to be performed by specified attachments.

#### 5.4.3 Heat, Defrost and Conditioned Air

The wheel loader cab shall be fitted with an integral high-output, fresh air type heater/defroster/air conditioner with multi-speed fan motors. A refrigerant charged air conditioner system shall be incorporated as a device to cool the cab for warm weather operation, to control in-cab humidity, and to control misting of the interior glass.

#### 5.4.4 Communications

The wheel loader shall be wired for the installation of a new two-way radio. This may include but is not limited to a master connection point for multiple radios, continuous duty relays, coax cables, conduit, and antennas.

Install a Garmin GTR225 or iCOM A220M communication radio or equal, including microphone, speaker, and antenna. Airport will select mounting location.

#### 5.4.5 Steering

The wheel loader must provide 2 modes of steering for the machine. The 2 modes shall be via steering wheel and left hand joystick with a FNR switch.

### 6. ADDITIONAL ITEMS

#### 6.1 Bucket

The wheel loader shall be provided with a 120 inch wide bucket with minimum 4.75 cubic yard capacity that is compatible with the wheel loader system. The bucket shall be constructed of heavy gauge steel with a replaceable bolt on cutting edge. Once attached, the bucket shall have a locking mechanism to ensure a positive connection to the wheel loader.

#### 6.2 Forks

The wheel loader shall be provided with forks that have a 76 inch wide frame with 72 inch long construction tines that is compatible with the wheel loader system. The tines and shafts shall be heavy-duty rated. The forks shall have integrated attachment rollback stops within the frame. Once attached, the forks shall have a locking mechanism to ensure a positive connection to the wheel loader.

#### 6.3 Box Plow Attachment

See specification for loader mounted box plow attachment.

### 7. FINISH AND PAINT

The unit shall be painted Chrome Yellow as required per the latest version AC 150/5210-5 Painting, Marking, and Lighting of Vehicles Used on an Airport for purchase under FAA Federal programs.

All surfaces requiring paint shall be properly prepared prior to primer and finish paint.



It is recommended that all steel components be prepared by shot blasting to remove all rust and mill scale. This should include an anti-corrosion chemical treatment followed by painting with high solid content/low VOC commercial type automotive primer and minimum two coats of a polyurethane enamel, acrylic enamel, acrylic urethane, or similar high durability, long life paint. Finish processes such as industrial powder coating shall be acceptable.

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

#### 7.1 Rust Proofing and Corrosion Protection

The rust proofing and corrosion protection shall be per the manufacturers standard and is required for the unit. Items to be treated for rust proofing and corrosion protection shall include but not be limited to the following: moldings, fenders, doors, panel wells, underside of cab floor, interior cab floor, etc.

### 8. TECHNICAL PUBLICATIONS

The manufacturer shall furnish two complete sets of manuals: one in hardcopy form and one in electronic format. The set of manuals shall consist of:

- ❖ Operation, Maintenance, and Troubleshooting manual
- ❖ Supplied equipment manual.
- ❖ Parts manual identifying every part on the unit both in parts list form and exploded view or schematic form in the case of electrical and hydraulic.

### 9. DELIVERY, START-UP, AND TRAINING

The unit shall be fully assembled and tested prior to delivery. The vendor (seller) is responsible for the safe and timely delivery of the wheel loader, attachments, spare parts, and tools as agreed upon in the contractual purchasing agreement.

The manufacturer shall, at no additional cost, furnish the services of trained personnel to the purchaser at a time and place agreed to by all parties. A qualified factory representative shall fully install, start-up, and test the unit prior to training. Training shall be performed by a factory trained and authorized technician. The training shall be performed at the customer's site and shall be 4 hours for operators training and an additional 4 hours for mechanics training (mechanics shall attend the operating training first). The purpose of this training is to review safe and effective procedures for use and maintenance of the machine, review and test all systems, assure the full function for safe operation of the machine.

### 10. WARRANTY

At a minimum, the equipment provided shall be warranted against defective materials, workmanship, and performance deficiencies for a minimum period of 36 months or 1500 hours whichever occurs first. The warranty period shall commence at the official in-service date, which shall be mutually agreed upon by the seller and the purchaser.

Manufacturers shall be required to submit their complete warranty statement with the quotation package. This shall entail warranty for all components and subsystems covered, the duration periods, pro-rated items and clearly identifying all items considered to be non-warranted wear items.

## 11. REPORTS AND DOCUMENTATION

The following reports shall be provided upon delivery of each item/unit.

### 11.1 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.

## 12. MISCELLANEOUS

### 12.1 Accessories and Tools

The wheel loader shall be equipped with the following tools and accessories. They shall be mounted in a secure and readily accessible location that is permanently affixed to the wheel loader.

- ❖ Tool Box. A standard tool box shall be mounted in an exterior location easily accessible for the storage of tools related to maintenance of the wheel loader or related attachments.
- ❖ Fire Extinguisher. A standard fire extinguisher shall be provided with the wheel loader and shall be located inside the wheel loader cab in an easy and quickly deployable location.

**END OF SNOW REMOVAL EQUIPMENT (SRE):  
DEDICATED WHEEL LOADER  
WITH BUCKET AND FORKS SPECIFICATION**

**PROCUREMENT SPECIFICATION**  
**SNOW REMOVAL EQUIPMENT (SRE):**  
**LOADER MOUNTED BOX PLOW**  
**ATTACHMENT WITH ADJUSTABLE SIDE WINGS**

1. SCOPE

This specification covers various requirements for box plows to be used with a wheel loader primarily used to remove snow away from airport airside operational areas, such as runways, ramps, and taxiways. The airport sponsor requires this specified piece of equipment in order to maintain the airfield during large and small snow events.

2. REFERENCES

2.1 Applicable Documents

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

2.1.1 SAE Publications

Available from SAE International, 400 Commonwealth Drive, Warrendale, PA 15096-0001, Tel: 877-606-7323 (inside USA and Canada) or 724-776-4970 (outside USA), [www.sae.org](http://www.sae.org).

SAE J560	Primary and Auxiliary Seven Conductors Electrical Connector for Truck-Trailer Jumper Cable
SAE J572	Requirements for Sealed Lighting Unit for Construction and Industrial Machines
SAE J931	Hydraulic Power Circuit Filtration
SAE J1292	Automobile, Truck, Truck-Trailer, Trailer, and Motor Coach Wiring
SAE J2042	Clearance, Sidemarker and Identification Lamps for Use on Motor Vehicles 2032 mm or More in Overall Width

2.1.2 ASTM Publications

Available from ASTM International, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959, Tel: 610-832-9585, [www.astm.org](http://www.astm.org)

ASTM G 75-01	Standard Test Method for Determination of Slurry Abrasivity (Miller Number) and Slurry Abrasion Response of Materials (SAR Number)
ASTM D 256-05	Standard Test Methods for Determining the Izod Pendulum Impact Resistance of Plastics
ASTM D 638-03	Standard Test Method for Tensile Properties of Plastics

### 2.1.3 FAR & FAA Publications

Available from Federal Aviation Administration, 800 Independence Avenue, SW, Washington, DC 20591, Tel: 866-835- 5322, [www.faa.gov](http://www.faa.gov).

AC 150/5200-30D	Airport Field Condition Assessment and Winter Operations Safety
AC 150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
AC 150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials

## 3. INTENT

- 3.1 This box plow will be primarily used in the clearing of snow, slush, and ice from airport runway, taxiway, and ramp areas. All items of design and equipment not listed in these specifications, but involved in carrying out their intent, are required to be furnished the same as if these items were specifically mentioned and described in these specifications. The practical concept is that a single operator can operate this box plow and wheel loader simultaneously to clean the pavement surface from snow, slush, and ice to bare pavement.

## 4. BASIS OF DESIGN

- 4.1 The box plow shall meet or exceed the design intent of this specification. Any equivalent brand or model from any equipment manufacturer shall be acceptable as long as it meets the minimum requirements of this specification.

This specification minimum requirements were established based on the design intent of the following system(s):

- ❖ HLA Snow Wing Blade 14'-24' 6205 Series

## 5. BOX PLOW TECHNICAL REQUIREMENTS

### 5.1 General

Box Plows are front mounted snowplows designed for straight-ahead snow plowing position, perpendicular to the carrier vehicle, manufactured expressly for airport ramp plowing. They should be designed for continuous work under extreme conditions of airport snow removal.

#### 5.1.1 Moldboard Assembly

The moldboard shall be a minimum of 53 inches high and a minimum of 168 inches wide. The moldboard shall be manufactured from a minimum #10 gauge steel and be reinforced with vertical ribs. The moldboard sheet shall provide a low coefficient of friction and resistance to corrosion and impact. The main mold board shall be power reversible 35° in left/right direction. A 14' spill guard shall be furnished for the main moldboard assembly.

The moldboard shall be fully reinforced horizontally along the full length of the plow and between the vertical ribs and along the top edge to provide appropriate and sufficient stiffness throughout the length of the moldboard. The bottom of the plow shall include cutting edge support and shall be a heavy-duty structure gusseted as required for the integrity of the presentation of the cutting edge. The ends of the

cutting edge support structure shall be enclosed. A full-length lower support member shall be furnished above the cutting edge backing structure.

#### 5.1.2 End Plates / Side Wings

The ends of the moldboard shall be equipped with movable 60-inch-wide wings that can rotate 180° from a perpendicular position with the moldboard. The side wings shall have sufficient structural support to ensure the side wing is durable for the intended function. The side wings

The side wings shall have a continuous shoe made from abrasion resistant steel. The front edge of the wear shoe shall have minimum 1/2 inch radius. The wear shoes shall be attached with a means for adjustment.

#### 5.1.3 Cutting Edge Types

The cutting edge shall be constructed of high carbon steel. The cutting edge shall have an appropriate number of mounting holes and mounting hardware ensuring a durable and secure fastening to the moldboard. Steel cutting edge shall be furnished with a spring trip cutting edge on the main moldboard. The cutting edge shall be furnished with edge flex to follow the ground contours for better clearing performance.

#### 5.1.4 Coupler

The coupler shall be compatible with the previously specified wheel loader. The coupler shall be attached to the back of the plow at the lower most and upper most support structures on the back of the moldboard, as this is one of the primary areas of stress on the ramp plow. Sufficient hydraulic connections shall be furnished to account for all intended features and functions of the plow so the operator can enact all operations from the wheel loader cab.

#### 5.1.5 Support Stands

The box plow shall be equipped with support stands, as required, to assist in holding the plow upright and steady when decoupled from the carrier vehicle and to assist in positioning the plow for easy re-hitching before use.

If required, such stands shall be of sufficient strength to hold the plow's weight in the appropriate position and attitude during hitch and unhitch. They shall be equipped with a means for stowage out of the way during plow operations by means of a positive locking pin. The design of the stands and locking device shall also allow positive locking in the deployed position.

#### 5.1.6 Warning Labels

Permanent labels are required at all pinch points on hitch and plow, torque at side plates, and any other appropriate instructions.

#### 5.1.7 Paint

The unit shall be painted Chrome Yellow as required per the latest version AC 150/5210-5 Painting, Marking, and Lighting of Vehicles Used on an Airport for purchase under FAA Federal programs.

All equipment shall be cleaned first, then treated as necessary per coating

manufacturer's recommendations with: corrosion inhibitor, primer, putty, sanding, and finally, the finish coating process. The coating of customer specified color shall be applied per the coating manufacturers approved process and shall consist of polyurethane enamel, acrylic enamel, acrylic urethane, or similar high durability, long life coating having a combined thickness per the manufacturer's recommendations.

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

## 5.2 Technical Publications

The manufacturer shall furnish two complete sets of manuals. One in hardcopy form and one in electronic format. The set of manuals shall consist of:

- ❖ Operation, Maintenance, and Troubleshooting manual
- ❖ Supplied equipment manual
- ❖ Parts manual identifying every part on the unit both in parts list form and exploded view or schematic form in the case of electrical and hydraulic

## 5.3 Delivery, Start-up, and Training

The unit must be fully assembled and tested prior to delivery. The manufacturer is responsible for the safe and timely delivery of the rotary plow and its accessories, spare parts, and tools to the place of delivery.

The manufacturer shall, at no additional cost, furnish the services of trained personnel to the purchaser at a time and place agreed to by all parties. A qualified factory representative must fully install, start-up, and test the unit prior to training. Training shall be performed by a factory trained and authorized technician. The training shall be performed at the customer's site and shall be 4 hours for operator training and an additional 4 hours for mechanic training (mechanics shall attend the operating training first). The purpose of this training is to review safe and effective procedures for use and maintenance of the machine, review and test all systems, assure the full function of the machine.

## 5.4 Warranty

The box plow equipment provided shall be warranted against defective materials and workmanship for a period of 12 months after the machine is delivered. Warranty includes replacement or repair of defective parts or material and the associated labor to perform the repairs

## 5.5 Additional Equipment

- ❖ Specialized Tools: Any specialized tools shall be supplied, as required, for routine servicing of the box plow assembly and related equipment, excluding computers and electronic diagnostic machines.
- ❖ One (1) spare cutting edge shall be provided per box plow assembly.

**END OF SNOW REMOVAL EQUIPMENT (SRE):  
LOADER MOUNTED BOX PLOW  
ATTACHMENT WITH ADJUSTABLE SIDE WINGS**

## PROCUREMENT SPECIFICATION SNOW REMOVAL EQUIPMENT (SRE): FRONT MOUNT HYDRAULIC BROOM ATTACHMENT

### 1. SCOPE

This specification covers various requirements for high speed airport brooms for configuration with a wheel loader. Brooms are primarily used to move and clear snow and ice down to bare pavement on airport operational areas such as runways, taxiways, and ramp areas.

### 2. REFERENCES

#### 2.1 Applicable Documents

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

##### 2.1.1 SAE Publications

Available from SAE International, 400 Commonwealth Drive, Warrendale, PA 15096-0001, Tel: 877-606-7323 (inside USA and Canada) or 724-776-4970 (outside USA), [www.sae.org](http://www.sae.org)

SAE J185	Access Systems for Off-Road Machines
SAE J931	Hydraulic Power Circuit Filtration
SAE J1503	Performance Test for Air-Conditioned, Heated, and Ventilated Off-Road, Self-Propelled Work Machines
SAE ARP5943	Snowplows and Hitches
SAE ARP5539	Rotary Plow with Carrier Vehicle
R-159	Dictionary of Automotive Engineering, Don Goodsell, 1995

2.1.2 AGMA: American Gear Manufacturers Association, 500 Montgomery Street, Suite 350, Alexandria, VA 22314-1581 USA, Phone: 703-684-0211, Fax: 703-684-0242, [www.agma.org](http://www.agma.org).

##### 2.1.3 FAR and FAA Publications from FAA

Available from Federal Aviation Administration, 800 Independence Avenue, SW, Washington, DC 20591, Tel: 866-835- 5322, [www.faa.gov](http://www.faa.gov)

AC 150/5200-30A	Airport Winter Safety and Operations
AC 150/5200-18	Building for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
AC 150/5210-5B	Painting, Marking, and Lighting of Vehicles on an Airport

AC 150/5220-20 Airport Snow and Ice Control

2.1.4 Federal Spec 297 D, Rustproofing of Commercial (Nontactical) Vehicles

2.1.5 FMCSR Publications

Available from Federal Motor Carrier Safety Administration, 400 Seventh Street SW., Washington, DC, 20590; Internet address: <http://www.fmcsa.dot.gov>.

Title 49, Chapter III, Subchapter B-Federal Motor Carrier Safety Regulations (Title 49)

2.1.6 FMVSS Standards-latest edition

2.1.7 RTCA Publications

Available from Radio Technical Commission for Aeronautics Inc., 1828 L Street, NW, Suite 805, Washington, DC 20036, Tel: 202-833-9339, [www.rtca.org](http://www.rtca.org).

DO-186 Minimum Performance Standards for Airborne Radio Communications Equipment Operating Within the Radio Frequency Range 117.975 - 137.000

3. INTENT

- 3.1 This high speed airport broom will be primarily used in the sweeping and cleaning of snow, slush, and ice from airport runway, taxiway, and ramp areas. All items of design and equipment not listed in these specifications, but involved in carrying out their intent, are required to be furnished the same as if these items were specifically mentioned and described in these specifications. The practical concept is that a single operator can operate this airport broom and wheel loader simultaneously to clean the pavement surface from snow, slush, and ice to bare pavement.

4. BASIS OF DESIGN

- 4.1 The high speed airport broom shall meet or exceed the design intent of this specification. Any equivalent brand or model from any equipment manufacturer shall be acceptable as long as it meets the minimum requirements of this specification.

This specification minimum requirements were established based on the design intent of the following system(s):

- ❖ Paladin Sweepster HSA 21493 - Front Loader Mount Hydraulic Drive Broom
  - 192-inch-wide (16') effective sweeping width

5. TECHNICAL REQUIREMENTS

5.1 General Description

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

- ❖ Broom configuration: Front mount compatible with referenced wheel loader
- ❖ Brush swept path: 16.0 feet (Brush head width: 18.125 feet)



- ❖ Flow Range (Min-Max): 24-80 GPM
- ❖ Pressure Range (Min-Max): 2,555-3,200 PSI
- ❖ Hydraulic Motor Displacement: 23.9 CU. IN.
- ❖ Maximum Articulation: 35°
- ❖ Brush diameter: 36 inches
- ❖ Bristle type & configuration: Wafer, Flat, 50/50 Poly & Wire

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

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

## 5.2 Broom Chassis Platform

### 5.2.1 See technical specification for Wheel Loader.

## 5.3 Broom Hitch

The broom hitch shall be capable of sustaining all loads imposed during operation. It shall provide low friction and free flotation for the brush head for bounce and skip free operation. It shall allow the brush head to be independent, so the broom chassis does not induce bounce into the brush. The broom hitch shall have the necessary degrees of freedom to follow normal contours in the pavement and to accommodate surface irregularities, while sweeping at the rated speed, without bouncing, skipping, binding, or sustaining damage. The broom oscillation shall provide true flotation left to right for the brush head. It shall have at least 8 degrees (+4, -4) of free-floating oscillation from left to right.

The broom shall be provided with quick disconnects for all hitch, controls, hydraulic hoses/lines, electrical cables, drivelines, and instrumentation allowing for rapid changeover.

## 5.4 Brush Angle

The brush angling mechanism shall be power actuated and controlled by the operator. The brush shall be capable of swinging 35 degrees left and 35 degrees right from the straight-ahead position. Angling from full right to full left shall not take more than 10 seconds and shall not change the brush pattern. In between full left and full right, the pattern shall not change more than 50%. The resultant swept path of 16.0 ft shall apply for the desired 18.125 ft broom head width.

## 5.5 Brush Pattern Adjustment

An easily adjustable and accessible height adjustment that sets the brush pattern shall be provided. The adjustment, when preset, shall act as a stop for the elevation mechanism allowing repeatable pattern adjustment. A toggle switch near the adjustment for remote brush elevation control and pattern confirmation shall also be provided.

#### 5.6 Brush Head

The brush head frame must sustain the loads imposed by the snow removal capacity of the unit. The brush head shall be hydrostatic drive with infinitely variable speed hydraulic pump(s) and fixed displacement motor(s). If gearboxes are used, they shall be made with precision gears, AGMA 10 rating minimum, and a method for checking oil level without the use of tools. Hydrostatic motor(s) shall be tightly coupled to the brush core shaft with no looseness in any connection. The connection must be capable of handling the loads imposed by the hydrostatics.

The brush shall be vibration analyzed at final inspection with report on vibration provided upon request.

The brush head shall allow an easy access for core and/or bristle replacement allowing repeatable location of brush centerline alignment during brush core remove and replace operations.

#### 5.7 Brush Hood

The brush hood shall be fabricated from heavy gauge sheet steel or other durable material and securely fastened to the brush frame. It shall shield the top half of the brush completely and shall be non-clog design to prevent snow and ice buildup underneath the hood. It shall provide the necessary quick access to the brush for replacement of bristles and for inspection.

There shall be a device on the front of the hood to strip the snow from the brush, preventing snow carryover from the front of the brush to the back of the brush. It shall be the full length of the brush. The device must be easily adjustable to the brush diameter as the bristles wear.

#### 5.8 Broom Casters

The weight of the brush head shall be supported by swivel caster tire assemblies. They shall be mounted along the rear of the brush frame. The quantity of tires shall be commensurate with the loading from the brush head. The mounting position must be spaced for uniform weight distribution and shall track within the swept path of the brush. The caster tire assembly shall be capable of revolving a full 360 degrees or 270 degrees if the brush head raises automatically when reversing the vehicle. The caster assembly shall not bind or come into contact with the brush or any other surface of the broom throughout their full rotational arc. Loading and operating speed of the broom shall not overload the caster assembly manufactures rating of the entire caster assembly including the tires, wheels, hubs, bearings, and shafts. To keep the caster assembly from shimmying, a shimmy damper device is required for each assembly. The mounting of the tire, wheel, hub, shaft, and bearings must be quick change type for easy change while on the airfield.

#### 5.9 Brush Bristles

The bristles for the brush shall be designed for runway operation and shall withstand

the normal operation of the broom. They shall be made with adequate retention to keep the bristle from falling out, fatigue strength to keep them from breaking, and wear resistance for acceptable life. The bristles shall withstand storage temperatures ranging from -60 °F to + 160 °F and operating temperatures ranging from -40 °F to +125 °F, without functional degradation due to the environment.

- 5.9.1 **Wafers, Flat:** The bristles shall be fastened in a radial wafer fashion and shall consist of a steel support ring filled with steel wire bristles and polypropylene (poly) bristles. The wafers may be separated by a steel spacer. The wafer bristles shall have an outside diameter of 36 inches.

The support ring for the wafer shall be made of coil steel, minimum thickness 0.048 inch with edge protection to protect bristle from premature wear and breakage. All joints shall be welded to ensure structural integrity. Each ring shall have steel drive pins to engage the sweeper core. These pins shall have a minimum diameter of 0.250 inch and 0.63 inches long with 0.50 inches of protrusion from the inside of support ring. One of the drive pins shall be installed at the center of overlap of support ring. The 36 inch wafer shall have not less than 4 drive pins spaced at 90 degrees around the inside circumference. Each wafer shall be marked on the ring to indicate the point of maximum static unbalance. The maximum static unbalance for any wafer shall be 50 oz-in.

The wire bristles shall be crimped and made of zinc galvanized drawn steel wire. The bristles shall have a minimum diameter of 0.0165 to 0.0180 inch nominal with minimum tensile strength of 325,000 pounds per square inch (psi). The bristles crimp shall be not less than 3 crimps per inch at amplitude of 1/16 inch minimum. The total weight of the 46 inch wafer shall be 13 pounds minimum.

The poly bristles shall be made from extruded and pulled strands. The material shall be virgin polypropylene with UV inhibitor. Typically, the bristles shall have an oval cross section not less than .060 x .090 inch with minimum tensile strength of 4800 pounds per square inch (psi).

The spacer ring which separates the wafer shall be made of coil steel with a minimum thickness of 0.048 inch. Forming the spacer shall create a flat bottom cross section with a welded overlap end seam to create adequate stiffness and strength to withstand the load imposed.

- 5.10 **Brush Cores**

The core shall be bearing supported and may be driven from either end, center, or from both ends. Each core shall be individually dynamically balanced by the manufacture at rated RPM. The bristles on the cores shall be full width to the rated length and replaceable. All steel on steel couplings of the drive and core must be replaceable hardened steel.

- 5.10.1 **Wafers:** The cores shall be made of tubular steel construction with four hardened steel (163 Brinell hardness minimum) drive bars, equally spaced to center each wafer bristle. The diameter which the four drive bars create must be such that the wafer bristle is easily installed and removed but not to allow movement of the wafer bristle on the core. The diameter of the core must also be industry standard for compatibility of various bristle manufacturers.

- 5.11 **Hydraulic System**

The hydraulic system shall consist of appropriate rams, pumps, piping, fittings,

valves, controls, fluid reservoirs, filters, coolers, and other parts essential to its full operation. The system shall be capable of hydraulically positioning equipment through the entire range of its design limits. It shall be capable of operating all controls simultaneously without a detrimental reduction in power response

All controls shall be located in the vehicle cab. All hydraulic functions of the broom shall be electric over hydraulic valving. Connectors to the solenoids shall be interlocking type to provide a secure connection, which can withstand normal pressure washing procedures. All positioning functions shall be equipped with a position locking system as necessary to prevent unwanted movement. There shall be no hydraulic lines within the operator station

The system shall be ruggedly constructed and able to withstand all imposed loads. It shall maintain operating temperatures suitable for all system components throughout normal operating conditions. The hydraulic system shall meet the same low temperature requirements as the engine coolant system.

Filters within the hydraulic system shall conform to the Society of Automotive Engineers (SAE) Information Report, SAE J 931- *Hydraulic Power Circuit Filtration*. Proper filtering shall be done on both the high pressure and low pressure circuits.

All hoses for all systems shall be properly sized and strength to work with the pressure and volume of oil required and have the appropriate temperature ratings for the climate conditions in which they will be used. Only commercial quality hydraulic lines, hoses, and fittings that are capable of withstanding system working pressures under load are acceptable. Hydraulic hoses shall have a bursting pressure of three times their rated working pressure. The use of fittings, joints, and connections shall be kept to a minimum. Where required, hoses should be equipped with quick couplers as necessary to facilitate rapid removal and attachment.

#### 5.12 Controls and Instrumentation

All controls shall be electric over hydraulic type. All instruments and controls shall be labeled in a manner to remain legible for the life of the unit and shall be illuminated. The operator station shall be conveniently mounted in-cab, user friendly and easily accessed by operators wearing heavy winter clothing. Frequently used instruments shall be located in direct line-of-sight and within forearm reach of a medium-sized person sitting in the operator's position. The controls shall allow the operator to direct all functions required to fully operate the equipment.

The operator's control in the chassis cab shall have all the necessary functions to operate the broom and shall have the following:

- ❖ System On / off
- ❖ Joystick for lift/lower and left/ right swing
- ❖ Deflector Up / Down
- ❖ Brush On / Off and speed adjustment

#### 5.13 Finish and Paint

The broom shall be painted Chrome-Yellow in accordance with FAA AC 150/5210-5B: *Painting, Marking, and Lighting of Vehicles on an Airport*. The rear of the broom head on a front mounted broom shall have a non-glare finish to reduce glare for the

operator or as specified.

All equipment shall be cleaned first, then treated as necessary per coating manufacturer's recommendations with: corrosion inhibitor, primer, putty, sanding, and finally, the finish coating process. The coating of customer specified color shall be applied per the coating manufacturers approved process and shall consist of polyurethane enamel, acrylic enamel, acrylic urethane, or similar high durability, long life coating having a combined thickness per the manufacturer's recommendations.

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

#### 5.14 Technical Publications

The manufacturer shall furnish two complete sets of manuals. One in hardcopy form and one in electronic format. The set of manuals shall consist of:

- ❖ Operation, Maintenance, and Troubleshooting manual
- ❖ Supplied equipment manual
- ❖ Parts manual identifying every part on the unit both in parts list form and exploded view or schematic form in the case of electrical and hydraulic

#### 5.15 Delivery, Start-up, and Training

The unit must be fully assembled and tested prior to delivery. The manufacturer is responsible for the safe and timely delivery of the broom and its accessories, spare parts, and tools to the place of delivery.

The manufacturer shall, at no additional cost, furnish the services of trained personnel to the purchaser at a time and place agreed to by all parties. A qualified factory representative must fully install, start-up, and test the unit prior to training. Training shall be performed by a factory trained and authorized technician. The training shall be performed at the customer's site and shall be 4 hours for operators training and an additional 4 hours for mechanics training (mechanics shall attend the operating training first). The purpose of this training is to review safe and effective procedures for use and maintenance of the machine, review and test all systems, assure the full function of the machine.

#### 5.16 Warranty

The broom equipment provided shall be warranted against defective materials and workmanship for a period of 12 months after the machine is delivered. Warranty includes replacement or repair of defective parts or material and the associated labor to perform the repairs

#### 5.17 Additional Equipment

- ❖ Specialized Tools: Specialized tools shall be supplied as required for routine servicing of the broom assembly and related equipment, excluding computers and electronic diagnostic machines.
- ❖ Spare brush core assemblies (1 per broom head) in order for the cores to be preloaded with new wafers for quick change during snow operations.

- ❖ Complete spare set of boxed refill bristle wafers with spacers for each broom head assembly.
- ❖ A complete set of replacement caster wheels, tires, bearings, and axle assemblies for each broom assembly.
- ❖ Snow shed hood or snow shield hood to keep snow off the top of the brush hood

**END OF AIRPORT RUNWAY BROOM SPECIFICATION**

## APPENDIX 1 CARRIER VEHICLE TECHNICAL BASIS

NOT USED

## APPENDIX 2. CARRIER VEHICLE AUXILIARY EQUIPMENT

NOT USED



### APPENDIX 3. ROTARY PLOW TECHNICAL BASIS

NOT USED

## APPENDIX 4. SNOWPLOW TECHNICAL BASIS

NOT USED

## APPENDIX 6. MATERIAL SPREADER TECHNICAL BASIS

NOT USED

## APPENDIX 6. RUNWAY BROOM WITH AIRBLAST-TECHNICAL BASIS

### High Speed Runway Broom

#### A6-1. Anticipated uses and/or features of brooms with airblast.

Loader mounted broom shall be used for snow and ice removal on paved airfield surfaces at the Aurora Municipal Airport, Sugar Grove, Illinois, to maintain the safety of incoming and outgoing air traffic.

#### A6-2. Size of Priority 1 paved area to be swept: 3,570,848 ft<sup>2</sup>

#### A6-3. Time required to sweep primary surface areas: 120 minutes

#### A6-4. Sweeper speed needed to meet clearance time: 20 mph

#### A6-5. Type of sweeper desired: Pushed, front loader mounted, hydraulically driven

#### ~~A6-6. Airblast system:~~

#### A6-7. Size of broom: 18.125' broom length (16.0' swept path), 36 inch diameter, reversible 35 degrees

#### A6-8. Type of brush: wafer, flat, 50/50 poly/wire

#### A6-9. Optional equipment: Quick disconnect lines

#### A6-10. Other: None

#### A6-11. Runway Broom with airblast must be in accordance with SAE ARP 5564, Airport Runway Brooms.

A6-12. Optional equipment. Sweepers are designed to operate under normal winter conditions. To improve equipment effectiveness, however, certain options are available to the purchaser that can enhance performance. Typical options are the following:

##### ~~a. Airblast system.~~

~~b. Quick disconnects. Quick disconnects may be provided for all controls, hydraulic hoses/lines, electrical cables, drivelines, and instrumentation.~~

~~c. Dual front fork wheels. Dual wheels are available as additional steering safety on towed sweepers.~~

~~d. Fenders. Noncorrosive fenders and mud flaps help control snow, slush, and water by helping to keep them off of the sweeper.~~

~~e. Hydrostatic and hydraulic test equipment. This equipment allows trouble shooting of hydrostatic and hydraulic systems.~~

~~f. Hydraulic jack.~~

~~g. Maintenance Free Batteries.~~

~~h. Air brakes for towed sweepers.~~

~~i. Automatic low oil pressure/high water temperature shut down devices.~~

~~j. Fire extinguisher.~~

~~k. Engine temperature and hydrostatic pressure loss warning devices.~~

## **SUPPLEMENTARY PROVISIONS**

### **PART A – FEDERAL CONTRACT PROVISIONS FOR EQUIPMENT CONTRACTS**

#### **APPLICATION OF REFERENCES**

All references made herein to “contractor”, “bidder”, and “offeror” shall pertain to the prime contractor. All references made herein to “subcontractor” shall pertain to any and all subcontractors under contract with the prime contractor or as subcontractor.

All references made herein to “consultant” shall pertain to architect/engineer (a/e) under contract with the sponsor. All references made herein to “subconsultant” shall pertain to any and all subconsultants under contract with the a/e.

All references made herein to “sponsor” and “owner” shall pertain to the state, city, airport authority or other public entity executing contracts with the prime contractor and/or the a/e.

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## PROVISIONS APPLICABLE TO ALL EQUIPMENT CONTRACTS

### ACCESS TO RECORDS AND REPORTS

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

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.

### BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

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 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.

### 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, and Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, 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 constructions 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.

### **CIVIL RIGHTS – GENERAL**

Reference: 49 USC § 47123

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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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.

### **CIVIL RIGHTS – TITLE VI ASSURANCE**

Reference: 49 USC § 47123 and FAA Order 1400.11

#### **Title VI Solicitation Notice**

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

#### **Compliance with Nondiscrimination Requirements**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

*Title VI List of Pertinent Nondiscrimination Acts and Authorities*

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);



- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (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;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- 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).

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

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

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.

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

### **DEBARMENT AND SUSPENSION**

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

#### **Certification of Bidder/Offeror Regarding Debarment**

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

#### **Certification of Lower Tier Contractors Regarding Debarment**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must 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 Management 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 a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

### **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR Part 26

#### **Solicitation Language (Solicitations that Include a Contract Goal)**

##### **Information Submitted as a matter of bidder responsiveness:**

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

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

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Information submitted as a matter of bidder responsibility:

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

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Race/Gender Neutral

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

Contract Assurance (49 CFR § 26.13)

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

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

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to Solicitation Language (Solicitations that Include a Contract Goal) (or an approved substitute DBE firm) without prior written consent of the Owner. 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 of the Owner. Unless Owner 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.

The Owner may provide such written consent only if the Owner 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 the Owner 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 the Owner, 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 the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

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

#### **DISTRACTED DRIVING**

Reference: Executive Order 13513 and DOT Order 3902.10

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

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

#### **DOMESTIC PREFERENCES FOR PROCUREMENTS**

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

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.

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

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

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.

### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

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

#### **Certification Regarding Lobbying**

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

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

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

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

Reference: 20 CFR Part 1910

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 (29 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.

#### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

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

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 [Public Law 115-232 § 889(f)(1)].

#### **PROCUREMENT OF RECOVERED MATERIALS**

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

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](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

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

- 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.

#### **TAX DELINQUENCY AND FELONY CONVICTIONS**

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

The applicant must complete the following two certification statements. The applicant must

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

Certifications

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

Note

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

Term Definitions

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

**TERMINATION OF CONTRACT**

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

Termination for Convenience (Construction & Equipment Contracts)

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

- 1) Contractor must immediately discontinue work as specified in the written notice.
- 2) Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- 3) Discontinue orders for materials and services except as directed by the written notice.

- 4) Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- 5) Complete performance of the work not terminated by the notice.
- 6) Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

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

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

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

Termination for 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 the Contractor for



such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

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

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

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

#### **TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104 and 49 CFR Part 30

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 it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

#### **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

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

## PART B – FAA REQUIREMENTS

**Airport Improvement Program.** - The work in this contract is included in Airport Improvement Program (AIP) which is being undertaken and accomplished by the Owner in accordance with the terms and conditions of a grant agreement between the Owner and the United States, under the Airport Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, pursuant to which the United States has agreed to pay a certain percentage of the associated project costs that are determined to be allowable under said Act. The Contractor shall note that the United States is not a party to this contract and no reference in this contract to the F.A.A. or any representative thereof, or to any rights granted to the F.A.A. or any representative thereof, or the United States, by the contract, make the United States a party to this contract.

### **DBE ADMINISTRATION.**

1. **Eligibility of DBE's:** Those firms currently certified as DBE's by the Wisconsin, Illinois, Iowa, Minnesota, and Michigan Departments of Transportation are eligible to participate as DBE's on this contract. A list of these firms can be obtained from the State. Firms certified as DBE's by other states, or other U.S. DOT recipients are subject to the sponsor's acceptance. A bidder may request a review of a potential DBE prior to the bid opening. The bidder should allow ten working days for the sponsor's determination regarding certification of the potential DBE. Previous acceptance of a DBE by the FAA, State or Sponsor does not ensure acceptance on this project.
2. **Counting DBE Participation toward DBE Goals:** DBE participation toward attainment of the goal will be computed on the basis of the subcontract prices agreed to between the Contractor and subcontractors for the contract items or portions of items being sublet, as shown on the DBE Participation Form and attachments. Credit will only be given for use of DBE's that are certified or accepted according to this specification. DBE participation shall be counted toward meeting the DBE goal in accordance with the following:
  - a. **Commercially Useful Function:** The Sponsor shall count toward the DBE goal only those expenditures to DBE's that perform a commercially useful function in the work of the contract. A DBE performs a commercially useful function when it is responsible for execution of a distinct element of work by actually performing, managing, and supervising that work. To determine if a DBE is performing a commercially useful function, the amount of work subcontracted, industry practices, and other relevant factors will be evaluated. If consistent with industry practices, a DBE shall enter into a subcontract or other contractual written agreement. A DBE Contractor may subcontract a portion of the work up to the amount allowed under standard subcontracting contract provisions of normal industry practices. A DBE is presumed not to be performing a commercially useful function if the DBE is performing outside these guidelines.
  - b. **Materials and Supplies:** The Sponsor shall count toward the DBE goal the expenditures for materials and supplies obtained from DBE suppliers and manufacturers as described below. The DBE's must assume the actual and contractual responsibility for the provision of the materials and supplies
    - (1) The entire expenditure to a DBE manufacturer will be counted toward the DBE goal. A manufacturer must operate or maintain a factory or establishment that produces on the premises the materials or supplies that are obtained by the Contractor.
    - (2) Sixty percent of expenditures to a DBE regular dealer will be counted toward the DBE goal. A regular dealer must perform a commercially useful function in the supply process including buying the materials or supplies, maintaining an inventory, and regularly selling materials to the public. Bulk items such as steel,

cement, gravel, stone, and petroleum products need not be kept in stock, but the dealer must own or operate distribution equipment.

- (3) No credit will be given toward the DBE goal, if the prime Contractor makes a direct payment to a non-DBE material supplier. However, it will be permissible for a material supplier to invoice the prime Contractor and the DBE jointly and be paid by the prime Contractor making remittance to the DBE firm and material supplier jointly.
- (4) No credit, toward the DBE goal, will be given for the cost of materials or equipment used in a DBE firm's work when those costs are paid by a deduction from the prime Contractor's payment(s) to the DBE firm.

**c. Owner-Operator Trucking:** The Sponsor shall count toward the DBE goal, the entire delivery fee paid to DBE owner-operators performing trucking for the Contractor, if they appear on the Contractor's payroll and separate records are furnished to the Sponsor documenting the expenditures. The records shall include for each owner-operator; their social security number; driver's license number; vehicle registration number; current vehicle license number; truck number; and a complete record of the contract fees paid to them.

**d. Joint Venture:** When a joint venture contract is involved, the Sponsor shall count towards the DBE goal that portion of the contract total dollar value equal to the percentage of ownership and control of each DBE firm within the joint venture. Such crediting is subject to the sponsor's acceptance of the joint venture agreement. The Bidder must furnish the joint venture agreement with the DBE Participation Form. The joint venture agreement must include a detailed breakdown of the following:

- (1) Contract responsibility of the DBE for specific contract items of work,
- (2) Capital participation by the DBE,
- (3) Specific equipment to be provided by the DBE,
- (4) Specific responsibilities of the DBE regarding control of the joint venture,
- (5) Specific workers and skills to be provided by the DBE, and
- (6) Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

The joint venture must be certified by the sponsor prior to the sponsor submitting the proposal to the FAA. A copy of the sponsor's certification letter must be submitted to FAA along with the DBE Participation Form.

**3. Award Documentation and Procedure:** All bidders shall certify in the bid proposal their intent to meet or exceed the established goal or to demonstrate good faith efforts to meet the goal. Failure to make such certification or failure to demonstrate good faith efforts will render a bid nonresponsive.

**a. DBE Participation Form:** The apparent successful bidder must submit with the bid the following information on the proposed DBE Participation Form attached to the Proposal. The information shall demonstrate the Contractor's intended participation by certified DBE's. When the required information is not provided by the apparent low bidder the bid will be ruled non responsive and will not be considered. The information furnished shall consist of:

- (1) The names, addresses, contact persons, phone numbers, and category of DBE firms to be used on the contract;
- (2) A list of the bid items of work to be performed by the DBE and the

- percent to be credited toward the DBE goal;
- (3) The dollar value of each of the DBE work items; and
  - (4) If the DBE goal is not met, a statement of why the goal could not be met and a demonstration of the good faith efforts taken to meet the DBE goal.
- b. Sponsor Evaluation:** In selecting the lowest responsible bidder, the Sponsor will evaluate the DBE information provided with the bid. The Sponsor may request additional DBE information and may allow the bidders, up to 7 calendar days after bid submittal to supplement or resubmit information concerning their proposed DBE participation. Prior to awarding the contract the Sponsor will verify verbally and/or in writing that the information submitted by the apparent successful bidder is accurate and complete.
- c. Good Faith Efforts:** If the bidder is unable to meet the DBE goal, the bidder must submit evidence of good faith efforts taken to meet the goal. Good faith efforts conducted after the bid opening will not be considered adequate to fulfill these bid requirements. Good faith efforts may include but are not limited to:
- (1) Efforts to select portions of the work for performance by DBE's, in order to increase the likelihood of achieving the DBE goal. This can include, but is not limited to, breaking down contracts into economically feasible units to facilitate DBE participation. Selection of portions of work shall be at least equal to the DBE goal.
  - (2) Written notification to individual DBE's likely to participate in the contract sent at least 7 calendar days prior to the bid opening. The notification shall list specific items or types of work and shall be sent to a reasonable number of DBE's qualified to participate in the contract.
  - (3) Efforts to negotiate with DBE's for specific items of work including:
    - (a) Names, addresses, and telephone numbers of DBE's who were contacted, the dates of initial contact and information on further contacts made to determine with certainty if the DBE's were interested. Personal or phone contacts are expected;
    - (b) Description of the information provided to the DBE's regarding the plans, specifications and estimated quantities for portions of the work to be performed;
    - (c) Individual statements as to why agreements with DBE's were not reached; and
    - (d) Information on each DBE contacted but rejected and the reasons for the rejection.
  - (4) Efforts to assist the DBE's that need assistance in obtaining bonding, insurance, or lines of credit required by the Contractor.
  - (5) Documentation that qualified DBE's are not available or not interested.
  - (6) Advertisements in general circulation media, trade association publications and disadvantaged-focus media concerning subcontracting opportunities.
  - (7) Efforts to use the services of available disadvantaged community organizations; disadvantaged Contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of DBE's.

The demonstration of good faith efforts by the Contractor must prove the Contractor

actively and aggressively sought out DBE's to participate in the project. The following actions would not be considered acceptable reasons for failure to meet the DBE goal and would not constitute a good faith effort:

- (1) The DBE was unable to provide adequate performance and/or payment bonds.
- (2) A reasonable DBE bid was rejected based on price.
- (3) The DBE would not agree to perform the subcontract work at the prime Contractors unit bid price.
- (4) Union versus non-union status of the DBE firm.
- (5) The prime Contractor would normally perform all or most of the work included in this contract.
- (6) The prime Contractor solicited DBE participation by mail only.

**4. Post Award Compliance:** If the contract is awarded on less than full DBE goal participation, the Contractor is not relieved of the responsibility to make a determined effort to meet the full goal amount during the life of the contract. In such a case, the Contractor shall continue good faith efforts throughout the life of the contract to increase the DBE participation to meet the contract goal.

If a DBE is unwilling or unable to perform the work specified, the Contractor shall request from the Sponsor and FAA, relief from the obligation to use that DBE. Efforts will be made by the Contractor to acquire from the DBE a letter which states the reason the DBE is unwilling or unable to complete its obligations under the project. If this results in a DBE contract shortfall, the Contractor shall immediately take steps to obtain another certified DBE to perform an equal dollar value of allowable credit. If a new DBE cannot be found, the Contractor shall submit evidence of good faith efforts within 15 calendar days of the request for relief. The Contractor shall submit the new DBE's name, address, work items and the dollar amount of each item. The sponsor and the FAA shall approve the new DBE before the DBE starts work.

If the Contractor fails to conform to the approved DBE participation or if it becomes evident that the remaining work will not meet the approved participation, then the Contractor shall submit evidence showing either how the Contractor intends to meet the DBE participation, or what circumstances have changed affecting the DBE participation. If the sponsor is not satisfied with the evidence, then liquidated damages may be assessed for the difference between the approved and actual DB participation.

**5. Records and Reports:** The Contractor shall keep records as necessary to determine compliance with the DBE obligations. The records shall include but are not limited to:

- a. Record of DBE Participation: The names of disadvantaged and on-disadvantaged subcontractors, regular dealers, manufacturers, consultant and service agencies; the type of work or materials or services performed on or incorporated in the project; and the actual value of such work.
- b. Efforts to Utilize DBE Firms: Documentation of all efforts made to seek out disadvantaged Contractor organizations and individual disadvantaged Contractors for work on this project. All correspondence, personal contacts, telephone calls, etc., to obtain the services of DBE's should be documented.
- c. Final DBE Certification: Upon completion of the individual DBE firm's work, the prime Contractor shall submit a certification attesting to the actual work performed by the DBE firm and the amount paid the DBE firm. Both the prime Contractor and the DBE firm shall sign this certification.

## PART C – APPENDIX A TO PART 26 – GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith effort showing. This rule specifically prohibits you from ignoring *bona fide* good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence

of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
  - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.