

**BID NO. PUR-1354**

**CONTRACT FORMS, BID FORMS AND SPECIFICATIONS**

**SNOW REMOVAL EQUIPMENT – ONE (1) NEW AIRCRAFT DEICE  
TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM**

**AIP-3-24-0019-xxx-2017**

**MAA-GR-xxx-2017**

**PREPARED FOR THE**

**HAGERSTOWN REGIONAL AIRPORT –  
RICHARD A. HENSON FIELD**

**HAGERSTOWN, MARYLAND**



**BID DOCUMENTS**

**July 2017**

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PUR 1354

SNOW REMOVAL EQUIPMENT – ONE (1) NEW AIRCRAFT DEICE  
TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM  
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**SNOW REMOVAL EQUIPMENT – ONE (1) NEW AIRCRAFT DEICE TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM**

**INTRODUCTION**

**GENERAL PROJECT SUMMARY**

**1. GENERAL**

- 1.01 Project Identification: This project shall be known as “**(PUR-1354) Snow Removal Equipment – One (1) New Aircraft Deice Truck with Rapid Heat and Forced Air System**”. The Federal Aviation Administration (FAA) is contributing to the project through the Airport Improvement Program. The FAA identification for this project is AIP-3-24-009-xxx-2017.
- 1.02 Bid Documents: Bid documents are available immediately from the Washington County Website: <http://www2.washco-md.net/purchasing/invitations.shtm> by accessing the “Office of Budget & Finance Purchasing Department Current Invitations” or may be obtained from:

Washington County Purchasing Department  
100 West Washington Street, Room 3200  
Hagerstown, Maryland 21740

**2. GENERAL DESCRIPTION OF WORK**

- 2.01 General. All equipment supplied under this contract shall be done in accordance with the specifications and references contained within the Contract Documents. The work shall include all materials, equipment, labor, tools and other incidentals necessary to complete the procurement.
- 2.02 This project includes procurement of the following snow removal equipment for Hagerstown Regional Airport - Richard A. Henson Field:
- One (1) New Aircraft Deice Truck with Rapid Heat and Forced Air System



**PURCHASING DEPARTMENT  
DIVISION OF BUDGET & FINANCE**

100 West Washington Street, Room 3200 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331  
[www.washco-md.net](http://www.washco-md.net)

**PUR-1354**

**SNOW REMOVAL EQUIPMENT – ONE (1) NEW AIRCRAFT DEICE  
TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM**

**INVITATION TO BID**

The Board of County Commissioners of Washington County, Hagerstown, Maryland (hereinafter the “Owner”) will receive sealed bids for the project titled “**(PUR-1354) Snow Removal Equipment – One (1) New Aircraft Deice Truck with Rapid Heat and Forced Air System**” at the Hagerstown Regional Airport - Richard A. Henson Field, Washington County, Maryland. Bids must be received and time stamped at the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Third Floor, Hagerstown, Maryland, 21740, no later than **2:00 p.m., (ESDT) Wednesday, August 9, 2017** at which time they will be publicly **opened and read aloud in the Washington County Administration Complex, Second Floor Conference Room 2001**. Bids received after this time will be returned unopened. Bid documents are available immediately from the Washington County Website: <http://www2.washco-md.net/purchasing/invitations.shtm> by accessing the “Office of Budget & Finance Purchasing Department Current Invitations” or may be obtained from:

Washington County Purchasing Department  
100 W. Washington Street, Room 3200  
Hagerstown, Maryland 21740

Bidders shall make a good faith effort to obtain Disadvantaged Business Enterprise (DBE) participation of one (1%) percent of the dollar value of the Contract in accordance with the Federal Aviation Administration (FAA) DBE Program, 49 CFR 26, and the goals established by the Airport.

Bid Security in the form of a Cashier’s Check, Certified Check, or Bid Bond payable to the Board of County Commissioners, Washington County, in an amount equal to **five percent (5%)** of the Bid Price shall be submitted by each bidding Contractor. The successful bidder is required to furnish satisfactory Payment and Performance Bonds for the full amount of the Contract. Bids shall be properly and completely executed on bid forms (FORM OF PROPOSAL) provided with the bid documents in accordance with the “Instructions to Bidders.” All work shall conform to the specifications. The contractor shall use the Schedule of Prices forms from the Bid Documents to submit his/her bid.

A Pre-Bid Conference will be held on **Wednesday, July 19, 2017 at 10:00 A.M., (ESDT)** at the Washington County Administration Complex, 100 West Washington County Administration Building,

Second Floor Conference Room 2001, Hagerstown, Maryland. Attendance at this Conference will not be mandatory for those bidders wishing to submit bids, but it is strongly encouraged.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to successfully complete the procurement, and prospective bidders shall be required to furnish to the Owner's representative evidence of performance of similar projects of this magnitude and complication and all such information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein.

**NOTE: All Proposers must enter the Washington County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible, and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administration Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include, but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type- including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.**

Washington County makes positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and allows these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the undersigned at 240-313-2330 Voice, TTY Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Bid Conference and/or Bid Opening.

The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids and to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

**Funding for the procurement of the vehicles through the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) is anticipated. FAA required contract provisions include, but are not limited to: Buy American Preference, Foreign Trade Restriction and Debarment and Suspension.**

BY THE AUTHORITY OF:



Karen R. Luther, CPPO  
Purchasing Director

PUR-1354

SNOW REMOVAL EQUIPMENT - ONE (1) NEW AIRCRAFT DEICE  
TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM

INSTRUCTIONS TO BIDDERS

To be considered, Proposals must be made in accordance with these Instructions to Bidders.

1. **SEALED PROPOSALS:** Sealed proposals must be received and time-stamped at the Washington County Purchasing Department at the County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, Maryland 21740, **no later than 2:00 P.M., (ESDT) Wednesday, August 9, 2017 at which time they will be publicly opened and read aloud in the Second Floor Conference Room 2001.** Bids received after this time will be returned unopened.
2. **PRESENTATION OF BIDS:** These specifications include a set of Proposal Forms that the Contractor shall fill out. Each proposal shall be submitted on the forms as set forth in these specifications, accompanied by a CERTIFIED CHECK, CASHIER'S CHECK or BID BOND made payable to the Board of County Commissioners of Washington County.

These documents shall be placed in an opaque envelope sealed and endorsed with the project name, AIP No., bidder's company name and address, name and address of the Owner receiving proposal, and bidder's Maryland registration number. The outside of the envelope shall indicate: **"BID PROPOSAL – (PUR-1354) SNOW REMOVAL EQUIPMENT – ONE (1) NEW AIRCRAFT DEICE TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM"** The enclosed documents shall be completed in their entirety. (All blank spaces on the documents must be completed, in ink or typewritten.) The completed documents shall be without interlineation, alteration, or erasures. The signature of the bidder shall be longhand. No responsibility shall be attached to any person or persons for premature opening of bids not properly endorsed or sealed. Each bidder shall be entirely responsible for having the proposal in the hands of the Owner at the time and place as specified above. Otherwise, the bid **will not** be accepted and the Owner shall in no way be responsible for its loss or destruction. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening. The Owner reserves the right to reject any or all bids and to waive defects or informalities in any bid, if it is deemed to be in the best interest of Washington County.

3. **DOCUMENTS:** Bid documents are available immediately from the Washington County Website: <http://www2.washco-md.net/purchasing/invitations.shtm> by accessing the "Budget & Finance Purchasing Department Current Invitations" or may be obtained from:

Washington County Purchasing Department  
Washington County Administration Complex  
100 West Washington Street, Room 3200  
Hagerstown, Maryland 21740

*Instruction to Bidders*

**PUR-1354**

**Snow Removal Equipment – One (1) New Deice  
Truck With Rapid Heat And Forced Air System**

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4. **WITHDRAWAL OF BIDS:** A bid may be withdrawn by written or telegraphic request subsequently confirmed in writing provided that such request is received prior to the time of opening bids as stated above. However, the Owner will not be held responsible for the timely receipt of any request for ample time for delivery before the bid opening. No bid received can be withdrawn by any bidder for a period of ninety (90) calendar days after this opening, as no claim for release on account of mistake or omission in the bidding will be considered. Each bidder will be held strictly responsible to his bid.
5. **INTERPRETATION, DISCREPANCIES, OMISSIONS:** Should any bidder find discrepancies in, or omissions from, the bid documents, or should be in doubt of their meaning, the bidder should at once request in writing an interpretation from:

Rick Curry, CPPO, County Buyer  
Washington County Purchasing Department  
Washington County Administration Complex  
100 West Washington Street, Room 3200  
Hagerstown, Maryland 21740  
FAX: 240-313-2331; or send questions in Microsoft Word  
platform via-email to: [purchasingquestions@washco-md.net](mailto:purchasingquestions@washco-md.net)

All necessary interpretations will be issued to all bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. No requests received after **4:00 P.M., (ESDT) Wednesday, July 26, 2017** will be considered. Every interpretation made by the County will be made in the form of an addendum which, if issued, will be sent by the Director of Purchasing to all bid document holders.

6. **BID SECURITY:** Bid Security in the form of a Cashier's Check, Certified Check, or Bid Bond payable to the Board of County Commissioners, Washington County, in an amount equal to five percent (5%) of the Bid Price shall be submitted by each bidding Contractor. The Cashier's Check or Certified Check must be drawn on a solvent bank authorized to do business in the State of Maryland. The surety company issuing the Bid Bond must be authorized to do business in the State of Maryland. The successful bidder's security will be retained until he/she has signed the Contract and furnished the required payment and performance bonds. The Owner reserves the right to retain the security of the two lowest bidders until the low bidder enters into a Contract or until ninety (90) consecutive calendar days from the bid opening, whichever is sooner. The Owner will retain this Bid Security as liquidated damages, but not as a penalty, should the low bidder fail to enter into a contract or provide bonds as stipulated. Should the low bidder enter into a contract as stipulated, the bid security of the second bidder shall be returned forthwith, otherwise upon failure of the low bidder to enter into a contract, action may begin with the second bidder under the same provisions as for the low bidder, or all bids will be rejected.
7. **SECURITY FOR FAITHFUL PERFORMANCE AND PAYMENT:** Simultaneously with his delivery of the executed contract, the Contractor shall furnish a Surety Bond or Bonds for the full value of the contract as security for faithful performance of this project under this Contract and faithful payment for labor and materials in connection with this

Contract, as specified elsewhere in the contract forms contained herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

8. **POWER OF ATTORNEY:** Attorney's-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.
9. **LAWS AND REGULATIONS:** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over delivery of equipment shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
10. **EXAMINATION OF DOCUMENTS:** The act of submitting a bid is considered to be acknowledgment by the bidder that he/she has had an opportunity to inspect the Contract documents and is familiar with the conditions and requirements and shall submit his/her bid accordingly. All proposals must be filled in, in ink or typewritten. All bids must contain all required signatures and seals.

No plea of ignorance will be accepted of reasonably discoverable conditions that exist, or of conditions or difficulties that may be encountered in the execution of work, as a result of failure of bidder to make such examination and investigation or failure to notify the County.

11. **QUALIFICATIONS:** The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidders shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.
12. **SUBSTITUTIONS:** All equipment is to be supplied in exact accordance with the specifications. Substitution requests will not be considered.
13. **PRE-BID CONFERENCE:** As described in the Invitation to Bid, a Pre-Bid Conference will be held on **Wednesday, July 19, 2017 at 10:00 A.M., (ESDT)** at the Washington County Administration Complex, 100 West Washington Street, Second Floor, Room 2001, Hagerstown, Maryland with all interested parties. This will be an informal question and answer type meeting. Attendance at this conference will not be mandatory but it is strongly encouraged for those Contractors wishing to submit bids.
14. **OPENING:** Proposals will be opened as announced in the Invitation to Bid.
15. **TIME OF COMPLETION:** By submission of proposal, the Bidder agrees to commence work under this contract upon receipt of the Notice to Proceed, prosecute the work diligently and substantially complete the project within two hundred fifty (250) consecutive calendar days.

16. **WARRANTY:** Warranty for the equipment shall be as listed in the technical specifications.
17. **NOTICE OF POLITICAL CONTRIBUTIONS:** The Bidder agrees, in accordance with Maryland Code, State Finance and Procurement Article, Paragraph 17-402, to comply with the political contribution reporting requirements under Maryland Code, Article 33, Title 14, as amended from time to time, to which the Bidder may be subject and requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
18. **PAYMENT OF COUNTY AND MUNICIPAL TAXES:** Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, “If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder’s bid.”
19. **REGISTRATION WITH MARYLAND DEPARTMENT OF ASSESSMENT AND TAXATION:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation, and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain so throughout the term of this contract. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE> the phone numbers for the State Department of Assessments and taxation are: **(410) 767-1340** or **(888) 246-5941**.

**PUR-1354**

**SNOW REMOVAL EQUIPMENT - ONE (1) NEW AIRCRAFT DEICE  
TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM**

**PROJECT BID FORMS**

The following bid forms (Bid Bond, Labor and Material Payment Bond, Performance Bond, Bidder's Affidavit, Form of Non-Collusion Affidavit, Bidder's DBE Certification and Certificate of Buy American Compliance for Manufactured Products (For AIP Contract Projects) contained herein are for the use of the bidder and shall be:

- detached from the specification
- filled out, or
- executed.

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SNOW REMOVAL EQUIPMENT - ONE (1) NEW AIRCRAFT DEICE TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM

FORM OF PROPOSAL

[Submit Form of Proposal & Schedule of Prices on loose forms supplied by the County]

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

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), \*a corporation, organized and existing under the laws of the State of \_\_\_\_\_, a partnership, or an individual doing business as \_\_\_\_\_.

TO: Board of County Commissioners of Washington County, Maryland
C/o Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street, Room 3200
Hagerstown, Maryland 21740

Ladies/Gentlemen:

The bidder, in compliance with your invitation for bids for the project entitled "(PUR-1354) Snow Removal Equipment - One (1) New Aircraft Deice Truck With Rapid Heat And Forced Air System" at the Hagerstown Regional Airport - Richard A. Henson Field, Washington County, MD, has examined the specifications, and being familiar with all of the conditions associated with the equipment procurement including the availability of materials and labor, hereby proposes to furnish all labor, materials, supplies, and other necessities, and to procure the equipment in accordance with the Contract Documents within the time set forth therein, and at the prices stated herein. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

COMPLETION TIME:

To begin the project at the time stated in the Notice to Proceed and to complete the work in accordance with the provisions of the Contract Documents.

Sign for Identification

Bidder acknowledges receipt of the following Addenda:

No. \_\_\_ Date \_\_\_\_\_; No. \_\_\_ Date \_\_\_\_\_; No. \_\_\_ Date \_\_\_\_\_;
No. \_\_\_ Date \_\_\_\_\_; No. \_\_\_ Date \_\_\_\_\_; No. \_\_\_ Date \_\_\_\_\_;

**A. BID TOTAL:**

To furnish labor, materials, equipment, and services necessary to properly procure the equipment under the BID TOTAL, for “(PUR-1354) Snow Removal Equipment – One (1) New Aircraft Deice Truck With Rapid Heat And Forced Air System” at the Hagerstown Regional Airport - Richard A. Henson Field in strict accordance with the aforesaid documents, and to be substantially completed within two hundred fifty (250) consecutive calendar days of notice to proceed.

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

(Amount shall be shown in **both** words and figures. In case of discrepancy, the amount shown in words will govern.)

**B.** Anticipation of the Award shall be made by the Board of County Commissioners to the lowest responsive, responsible bidder based on the Bid Total.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) consecutive calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will be issued a purchase order which shall serve as Notice to Proceed.

The Bid Security attached in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), is to become the property of the Owner in the event the Contract and Bond(s) are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title Printed)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Phone Number)

(SEAL) If bid is by corporation

\_\_\_\_\_  
(Registered MD Contractor No.)

\_\_\_\_\_  
(Date Issued)

*Form of Proposal*  
**PUR-1354**  
**Snow Removal Equipment – One (1) New Deice**  
**Truck With Rapid Heat And Forced Air System**

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**PUR-1354**

**SNOW REMOVAL EQUIPMENT - ONE (1) NEW AIRCRAFT DEICE  
TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM**

**SCHEDULE OF PRICES**

Item No.	Description / Written Price (per Unit)	Unit	Quantity	Unit Price	Total Price
SRE-100.1	Snow Removal Equipment – One (1) New Aircraft Deicer with Rapid Heat and Forced Air System:  _____ Dollars (Written)  _____ per Cents (Written)	L.S.	1		
<b>Total Sum of Item <u>SRE-100.1</u></b>					
_____ Dollars (Written)				\$ _____ (Written in Numerals)	
_____ Per Cents (Written)					

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SNOW REMOVAL EQUIPMENT - ONE (1) NEW AIRCRAFT DEICE TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, hereinafter called the Surety, are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland, hereinafter called the County, for the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), for the payment of which sum, the said Principal and said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted for a Bid for the procurement of, (PUR-1354) Snow Removal Equipment – One (1) New Aircraft Deice Truck With Rapid Heat And Forced Air System, NOW, THEREFORE, if the Principal, upon acceptance by the County of its Bid identified above, within the period specified herein for acceptance shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the Bid as accepted within ten working days after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the County for any cost of procuring the work which exceeds the amount of its Bid, then the above obligation shall be void and of no effect.

The surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the Bid that the Principal may grant to the County notice of which extension(s) apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the Bid.

In presence of \_\_\_\_\_ Individual Principal \_\_\_\_\_

Witness \_\_\_\_\_ as \_\_\_\_\_ to

\_\_\_\_\_ (Seal)



In presence of \_\_\_\_\_ Co-Partnership Principal

Witness \_\_\_\_\_ (Seal)  
Name of Co-Partnership

\_\_\_\_\_ as to By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ as to By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ as to By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Corporate Principal

AFFIX:

By: \_\_\_\_\_ Corporate President \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Signature President Title: \_\_\_\_\_

Signature Bonding Agent's Name \_\_\_\_\_

Business Address of Surety \_\_\_\_\_

\_\_\_\_\_

Agent's Address \_\_\_\_\_

\_\_\_\_\_

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**SNOW REMOVAL EQUIPMENT - ONE (1) NEW AIRCRAFT  
DEICE TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM**

**LABOR AND MATERIAL PAYMENT BOND**

Board of County Commissioners of Washington County, Maryland

**BOND NO.** \_\_\_\_\_

**CONTRACT NO.** \_\_\_\_\_

Date Bond Executed: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_  
(Here insert full name and address or legal title of Contractor, including zip code)

Hereinafter called the **Principal** and \_\_\_\_\_  
(Here insert full name and address or legal title of Surety,  
including zip code)

a corporation organized and existing under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Maryland, hereinafter called the **Surety**, are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland, a body corporate and politic, hereinafter called the **County**, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the County, for Snow Removal Equipment – One (1) New Aircraft Deice Truck With Rapid Heat And Forced Air System at the Hagerstown Regional Airport - Richard A. Henson Field in Washington County, Maryland. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the **Contract**.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect, subject to the following conditions:

*Labor & Material Payment Bond*  
**PUR-1354**  
**Snow Removal Equipment – One (1) New Deice  
Truck With Rapid Heat And Forced Air System**

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1. A **Claimant** is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and sub-subcontractors in the prosecution of the work provided for the Contract, entitled to the protection provided by Md. Code Ann., State Finance and Procurement Article, §§ 17-101, *et seq.*, as from time to time amended.
2. The above-named Principal and Surety hereby jointly and severally agree with the County that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid State Finance and Procurement Article, §§ 17-101, *et seq.*, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the Specifications.

This Payment Bond shall be governed and construed in accordance with the laws of the State of Maryland and any reference herein to the Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals to this Payment Bond this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
(Typed Name of Principal)

BY: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Typed Name and Title)

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
(Typed Name of Surety)

BY: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Name of Local Agent)

(\_\_\_\_\_)\_\_\_\_\_  
(Telephone Number of Local Agent)

**SNOW REMOVAL EQUIPMENT – ONE (1) NEW AIRCRAFT  
DEICE TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM**

**PERFORMANCE BOND**

Board of County Commissioners of Washington County, Maryland

**BOND NO.** \_\_\_\_\_

**CONTRACT NO.** \_\_\_\_\_

Date Bond Executed: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_,  
(Here insert full name and address or legal title of Contractor, including zip code)

a corporation of the State of \_\_\_\_\_ and authorized to do business in  
the State of Maryland, hereinafter called the **Principal** and \_\_\_\_\_

\_\_\_\_\_  
(Here insert full name and address or legal title of Surety, including zip code)

hereinafter called the **Surety**, are held and firmly bound unto the Board of County Commissioners  
of Washington County, Maryland, hereinafter called the **County**, the sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
lawful money of the United States for the payment of which sum well and truly to be made, the  
Principal and the Surety bind themselves, their heirs, personal representatives, successors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the County for  
*Snow Removal Equipment – One (1) New Aircraft Deice Truck With Rapid Heat And Forced Air  
System at the Hagerstown Regional Airport - Richard A. Henson Field, in Washington County,  
Maryland,* which contract and work to be done thereunder and the plans, drawings, and  
specifications accompanying the same shall be deemed a part hereof and incorporated by reference  
herein to the same extent as if fully set forth.

NOW, THEREFORE, during the original term of said Contract, during any extensions  
thereto that may be granted by the County, and during the guarantee and warranty period, if any,  
required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in  
full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the County to be in default under the Contract, the Surety may, within 15 days after notice of default from the County, notify the County of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the County thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the specifications accompanying the same.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

Signed, and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2017, in three counterparts each of which shall without proof of accounting for the other counterparts be deemed an original hereof.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
(Typed Name of Principal)

**BY:** \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Typed Name and Title)

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
(Typed Name of Surety)

**BY:** \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Name of Local Agent)

( \_\_\_\_\_ )  
(Telephone Number of Local Agent)

**SNOW REMOVAL EQUIPMENT - ONE (1) NEW AIRCRAFT  
DEICE TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM**

**BIDDER'S AFFIDAVIT**

**1. Authorized Representative:**

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_ and duly  
authorized representative of the firm of \_\_\_\_\_

(Title)

whose address is \_\_\_\_\_ and that

I am duly authorized on behalf of said firm to make this Affidavit.

**2. Bribery:**

I FURTHER DECLARE AND AFFIRM that neither I, nor, to the best of my knowledge, information and belief, the above firm, nor any officer, director or partner of the above firm, nor any employee of the above firm directly involved in obtaining contracts with the State of Maryland, or any county or other subdivision of the State of Maryland, has been convicted\* of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the Federal Government; except as herein expressly stated (if any):

\* As used in the word "convicted" includes an accepted plea of nolo contendere.

**3. Non-Collusion:**

In connection with the firm's price proposal for the above-captioned contract, as submitted to Washington County, Maryland, I HEREBY DECLARE AND AFFIRM, to the best of my knowledge, information and belief, that:

1. Said proposal has been independently prepared without collusion by any officer, director, partner, employee or other representative of this firm, with any other proposer, or with any competitor; that
2. No attempt has been or, hereafter, will be made by any officer, director, partner, employee or other representative of this firm to induce any other person, firm or entity to submit or not submit a proposal; that
3. Any unit or total price in this proposal has not been knowingly disclosed and will not be knowingly disclosed prior to its official opening, directly or indirectly, to any other bidder or to any competitor; and, that
4. I have fully informed myself regarding the accuracy of the statements contained herein.

I acknowledge that this Affidavit is to be furnished to the Secretary of the Maryland Department of Transportation and may be distributed to boards, commissions, administrations, departments and agencies of the State of Maryland, counties or other subdivisions of the State of Maryland, other

*Bidder's Affidavit*

**PUR-1354**

**Snow Removal Equipment – One (1) New Deice  
Truck With Rapid Heat And Forced Air System**

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states and the Federal Government. I further acknowledge that this Affidavit is subject to applicable laws of the State of Maryland, both criminal and civil, and that this Affidavit is to be attached to and become a part of the contract when and if awarded and executed.

I FURTHER HEREBY DECLARE AND AFFIRM that I and the firm I herein represent, acknowledge and agree that if any misrepresentation is herein made, the Board of County Commissioners of Washington County, in their discretion, shall have the right to reject this proposal or terminate the contract, without liability, (as the case may be).

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT.

\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Affiant)

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

For: \_\_\_\_\_

State of \_\_\_\_\_:

County (City of) \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, \_\_\_\_\_ the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires \_\_\_\_\_ NOTARY SEAL

PUR-1354

SNOW REMOVAL EQUIPMENT - ONE (1) NEW AIRCRAFT DEICE TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM

FORM OF NON-COLLUSION AFFIDAVIT

State of Maryland )
) S.S.
County of \_\_\_\_\_

Bid Identification: (PUR-1354) Snow Removal Equipment – One (1) New Aircraft Deice Truck With Rapid Heat And Forced Air System at the Hagerstown Regional Airport; FAA AIP No. 3-24-0019-xxx-2017 at Hagerstown Regional Airport - Richard A. Henson Field, Washington County, Maryland.

Contractor: \_\_\_\_\_, \_\_\_\_\_,
(Firm Name) (Officer’s Name)

being first duly sworn, deposes and says that he is \_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract or anyone else interested in the proposed Contract; that all statements contained in such bid are true: and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid deposit, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed:

Subscribed and sworn to before me this \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2017

Seal of Notary

\_\_\_\_\_ (Notary Public)

**SNOW REMOVAL EQUIPMENT - ONE (1) NEW AIRCRAFT DEICE  
TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM**

**AFFIRMATIVE ACTION REQUIREMENTS**  
**UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES**

A. **General** - For the purpose of these requirements, the following terms as defined below shall apply:

**Administration Representative** - MBE Officer or an employee of the County or County's authorized representative, the Federal Aviation Administration, or Department of Economic and Employment Development (D.E.E.D.) who deals with laws and regulations pertaining to minority business enterprise.

**Best Efforts** - means that the party in question shall, to the maximum extent permitted by law, use all of its powers toward achievement of the 1% minimum goal for utilization of MBE's.

**Business Enterprise** - is any legal entity which is organized in any form other than as a joint venture to engage in lawful commercial transactions whether profit or non-profit, e.g., sole proprietorship, partnership, corporation.

**Control** - means the primary power, direct or indirect, to influence the management and operation of a business enterprise.

**Joint Venture** - An association of two or more persons, partnerships, corporations or any combination thereof, formed to carry on a single business activity which is limited in scope and duration. Unlike partnerships and corporations, a joint venture is an association usually intended to exist only for a single business endeavor. A joint venture is not considered a minority business enterprise, regardless of the percentage of minority participation.

**Minority Business Enterprise (MBE)** - A small business concern as defined pursuant to Section 3 of the Small Business (15 USC 637(a)) and implementing regulations (49 CFR Part 23), which is owned and controlled by one or more minorities or women. For the purpose of the program, owned and controlled means a business:

1. Which is at least 51 percent owned by one or more minorities or women, or in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minorities or women; and
2. Whose management and daily business operations are controlled by one or more minorities or women, pursuant to the Minority Business Enterprises Program Guidelines set forth by D.E.E.D.

**Minority Person** - An individual who is a citizen or lawful permanent resident of the United States and who is Black, Hispanic, Asian American, Pacific Islander, Alaskan Native,

American Indian, physically and/or mentally disabled, women, regardless of race or ethnicity, pursuant to the D.E.E.D. Minority Business Enterprise Program.

**MBE Directory** - A compilation of minority businesses provided to the contractor for use in identifying subcontractors, material supplier, etc. (published by MDOT).

**MBE Participation Program** - Means the documents submitted by the bidder or the proposer pursuant to the appropriate special bid provisions. The Minority Participation Program will consist of the Schedule for Participation of MBE's, the Minority Contract Project Disclosure and Participation Statement and, where appropriate, the Joint Venture Affidavit and the Unavailability Certificate.

**B. Bidder's Action**

1. The bidder shall procure, by subcontract or otherwise, supplies and services, the combined value of which equals or exceeds 1 percent of the total value of the contract, from minority business enterprises (MBEs). Unless procured directly from an MBE manufacturer, procurement items purchased separately cannot comprise more than 20% of the 1% goal. Additional procurement from MBEs will be only credited when in excess of the 1% percent goal. Prior to the award and within fourteen (14) days after the bid opening, the apparent low bidder shall develop and submit to the Administrative Representative for approval an Affirmative Action Plan for the use of minority and women business enterprises. The bidder may request, in writing, an extension of the above stated time for an additional fourteen (14) days for the submittal of the Affirmative Action Plan. The extension of time shall have the approval of the County's authorized representative(s).

The Affirmative Action Plan shall include as a minimum:

- a. The name of an employee designated as the bidder's liaison office for minority affairs, and whom will be responsible for achieving the 1% minimum goal.
- b. A completed Schedule for Participation of minority business enterprises.
- c. A Minority Contractor Project Disclosure and Participation Statement, completed and signed by the bidder and MBE for each business listed in the Schedule for Participation.
- d. When a bidder intended to attain the 1% goal for a minority enterprise participation by use of a joint venture, it must submit a Joint Venture Disclosure Affidavit showing the extent of MBE participation. If a bidder intends to use a joint venture as a subcontractor to meet its goal, the affidavit must be submitted through the bidder by the proposed subcontractor and signed by all parties. Any MBE which intends to act as a joint venture, whether prime or subcontractor, must submit a completed Minority Business Enterprise Disclosure Affidavit.

2. If the bidder is unable to procure, by subcontract or otherwise, supplies and services equaling at least 1% of the value of the prime contract from MBEs, he will request, in writing, an exception of this requirement. This request that no qualified MBE is available from which such supplies and services may be procured, will be concurred in writing by the Department of Economic and Employment Development. To obtain such an exception, the bidder must submit the following information:
  - a. A detailed statement of the efforts made to contact and negotiate with MBEs including: (I) the dates, names, addresses and telephone numbers of MBEs who were contacted; (ii) a description of the information provided to MBEs regarding the work to be performed; (iii) a detailed statement of the reasons why additional prospective agreements with MBEs were not reached.
  - b. A detailed statement of the efforts made to select portions of the work proposed to be performed by MBEs in order to increase the likelihood of achieving the goal.
  - c. For each MBE contacted but considered not qualified, a detailed statement of the reasons for the bidder's conclusion.
  - d. For each MBE contacted but unavailable, (I) a Minority Contractor Unavailability Certification signed by the minority business enterprise, or (ii) a statement from the bidder that the MBE refused to give such written certification after reasonable request must be submitted.
3. Investigate the extent of services offered by minority-owned banks in the local community and determine the most feasible area in which to utilize the services of these banks.
4. Maintain records showing actions which have been taken to comply with procedures set forth herein.
5. Cooperate with the County and the Department of Economic and Employment Development (D.E.E.D.) Representative in any reviews of the contractor's procedures and practices with respect to minority business enterprises which the Administration Representative may from time to time conduct.
6. Failure to comply with this section will result in rejection of the contractor's bid.

**C. Records and Reports**

1. The Contractor shall keep such records as are necessary to determine compliance with its Minority Business Enterprises Utilization obligations. The records kept by the Contractor will be designed to indicate:
  - a. The number of minority and non-minority subcontractors and suppliers and the type of work or materials or services being performed on or incorporated in this project.

- b. The progress and efforts being made in seeking out minority contractor organizations and individual minority contractors for work on this project.
  - c. Documentation of all correspondence, contracts, telephone calls, etc. to obtain the services of minority business enterprises for work on this project.
2. The Contractor will submit reports on a quarterly basis of those contracts and other business transactions executed with minority business enterprises with respect to the records referred to in Paragraph C-1 above, in such form, manner, and content as prescribed by the County and the D.E.E.D. The Quarterly Reports will be submitted within 21 calendar days following the last calendar day of the quarter. If the Contractor cannot submit the report on time, they shall notify the County and the D.E.E.D. Representative and request additional time to submit the report. Additional reports may be required by the County and the D.E.E.D. upon written request.
3. All such records must be maintained for a period of three years following acceptance of final payment and will be available for inspection by the County and the Department of Economic and Employment Development.

**PUR-1354**

**SNOW REMOVAL EQUIPMENT – ONE (1) NEW AIRCRAFT DEICE  
TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM**

**BIDDER’S DBE CERTIFICATION**

I do hereby certify that it is the intention of the organization, listed below, to affirmatively seek out and consider disadvantaged business enterprises to participate in this contract as subcontractors and/or suppliers of materials and services.

I understand and agree that any and all subcontracting of supplies and services in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no subcontracting will be approved until the County and the Department of Economic and Employment Development has reviewed and approved the affirmative actions taken by the above organization.

I acknowledge that this Certification is to be an integral part of the proposal form for the above numbered project.

If awarded to contract for the improvements, we shall use our best efforts to achieve the 1% minimum DBE goal set forth herein and will report on the specific efforts taken to meet that goal.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY

(SEAL)

**SNOW REMOVAL EQUIPMENT - ONE (1) NEW AIRCRAFT DEICE  
TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM**

**CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED  
PRODUCTS (FOR AIP CONTRACT PROJECTS)**

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

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
  - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  2. To faithfully comply with providing US domestic product
  3. To furnish US domestic product for any waiver request that the FAA rejects
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.



4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

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

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

See attached Buy America Waiver Request, Component Cost Calculation Table and Final Assembly Questionnaire.

**Type 4 Waiver** - Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

See attached Buy America Waiver Request.

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

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

# Buy America Waiver Request

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

## For Equipment and Vehicles (ARFF and SRE) Procured under the Airport Improvement Program

### Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101 (b) (1), Section 50101 (b) (2), Section (b) (3) or Section 50101 (b) (4). The Owner's approval of the bidders request is contingent upon Federal Aviation Administration (FAA) approval with the waiver request. The bidder must select one of the following applicable waiver provisions:

- Section 50101 (b) (1): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b) (1). Applying subsection 50101 (a) *Preference*, would be inconsistent with the public interest. (See approval level below).
- Section 50101 (b) (2): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101 (b) (2). The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality. (See approval level below).
- Section 50101 (b) (3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101 (b) (3). The bidder further certifies \_\_\_\_\_% of the cost of components and subcomponents comprising the facility are produced in the United States and that final assembly occurs with the United States. (*Bidder must attach a copy of the component cost calculation table*).
- Section 50101 (b) (4): Bidder hereby requests a waiver to Buy America 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%.

### Certification Signature

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

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

## COMPONENT COST CALCULATION TABLE

- In lieu of completing this table, bidder may prepare a spreadsheet that addresses the same information and calculations as presented herein.
- An authorized person shall attest under signature and date that the submitted information is accurate and complete.
- The bidder/contractor shall submit the signed component cost calculation table to the Owner as an attachment to the waiver request.
- The component breakout shall be along major elements of the equipment. Inadequate breakout of components is cause for owner rejection of the waiver request.

Component/Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/Subcomponents	Cost of USA Manufactured Components/Subcomponents

**Sum of US Manufactured Component/Subcomponent Costs:** \_\_\_\_\_  
**Sum of all Equipment Components and Subcomponents:** \_\_\_\_\_  
**Percentage of Equipment Components Manufactured in the United States:** \_\_\_\_\_  
**Place of Final Assembly:** \_\_\_\_\_

**Certification Signature**  
**I hereby certify the above information is accurate and complete.**

\_\_\_\_\_                      \_\_\_\_\_  
*Bidder's Firm Name*                      *Date*

\_\_\_\_\_  
*Signature*

Amount Listed above include the cost of the vehicle only.  
 The following items are not included in the calculation:

- Delivery of Completed Vehicle
- On-Site Training
- Communications Equipment
- Auxiliary Equipment
- Manuals

*Certificate of Buy American Compliance*  
**PUR 1354**  
**Snow Removal Equipment – One (1) New Deice**  
**Truck With Rapid Heat And Forced Air System**

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 MAA-GR-XXX-2017



**FAA**  
**Office of Airports Planning and Programming**

## **Buy American Preferences - Final Assembly Questionnaire**

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

**1. Please provide a description of the assembly process occurring at the specified final location in the United States?**

*Please describe the final assembly process and its various operations?*

*How long does the final assembly process take to complete?*

**2. Please provide a description of the resources used to conduct the assembly of the product at the specified location in the United States?**

*How many employees are involved in the final assembly process and what is the general skill level of those employees?*

*What type of equipment is used during the final assembly process?*

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

**BID NO. PUR-1354**

**CONTRACT FORMS, BID FORMS AND SPECIFICATIONS**

**SNOW REMOVAL EQUIPMENT – ONE (1) NEW AIRCRAFT DEICE**

**TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM**

**AIP-3-24-0019-XXX-2017**

**MAA-GR-XXX-2017**

**PREPARED FOR THE**

**HAGERSTOWN REGIONAL AIRPORT –  
RICHARD A. HENSON FIELD**

**HAGERSTOWN, MARYLAND**

**SECTION II**

**FEDERAL REQUIREMENTS  
FOR AIP PROJECT CONTRACTS**



**PUR-1354**

**SNOW REMOVAL EQUIPMENT- ONE (1) NEW AIRCRAFT DEICE  
TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM**

**FEDERAL REQUIREMENTS FOR AIP CONTRACTS**

**GENERAL**

The contractor (including all subcontractors) agrees to insert the following Federal contract provisions in each lower tier contract(s) (e.g. subcontract or sub-agreement) and to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services. The contractor also agrees to be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

**A. ACCESS TO RECORDS AND REPORTS**

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

**B. BREACH OF CONTRACT TERMS**

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

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

### **C. BUY AMERICAN PREFERENCE**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

### **D. CIVIL RIGHTS - GENERAL**

#### **General Civil Rights Provisions**

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

This provision binds the contractor and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### **E. CIVIL RIGHTS - TITLE VI ASSURANCE**

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

The Board of County Commissioners of Washington County, Hagerstown, Maryland, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **Title VI 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, or national origin in

the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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



- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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 U.S.C. § 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 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

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

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

## **G. DEBARMENT AND SUSPENSION**

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

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

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

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

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

If the FAA 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.

## **H. DISADVANTAGED BUSINESS ENTERPRISE**

### **Solicitation Language**

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

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with their 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. 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 requirements of 49 CFR part 26 apply to this contract. It is the policy of the Board of County Commissioners of Washington County, Hagerstown, Maryland 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 (§ 26.13)**

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

### **Prompt Payment (§26.29)**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 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 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.

## **I. DISTRACTED DRIVING**

### **Texting When Driving**

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

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

## **J. ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq.*).

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

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

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

## **L. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

### **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, sub-grants, 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.

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

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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor 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.

## **N. PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR

Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of 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/epawaste/conservation/tools/cpg/products/](http://www.epa.gov/epawaste/conservation/tools/cpg/products/).

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

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

## **O. TERMINATION OF CONTRACT**

### **Termination for Convenience (Construction & Equipment Contracts)**

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

1. Contractor must immediately discontinue work as specified in the written notice.

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

Owner agrees to pay Contractor for:

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

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

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

#### **Termination for Default (Equipment)**

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

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

## **P. TRADE RESTRICTION CERTIFICATION**

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

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
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 U.S.T.R; and
3. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
3. who incorporates in the public works project any product of a foreign country on such U.S.T.R. 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 U.S.T.R., 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 may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **Q. VETERAN'S PREFERENCE**

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



**BID NO. PUR-1354**

**CONTRACT FORMS, BID FORMS AND SPECIFICATIONS**

**SNOW REMOVAL EQUIPMENT – ONE (1) NEW AIRCRAFT DEICE  
TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM**

**AIP-3-24-0019-XXX-2017**

**MAA-GR-XXX-2017**

**PREPARED FOR THE**

**HAGERSTOWN REGIONAL AIRPORT –  
RICHARD A. HENSON FIELD**

**HAGERSTOWN, MARYLAND**

**SECTION III**

**TECHNICAL SPECIFICATIONS**



## PUR-1354

### SNOW REMOVAL EQUIPMENT – ONE (1) NEW AIRCRAFT DEICE TRUCK WITH RAPID HEAT AND FORCED AIR SYSTEM

This specification is for the purchase of one (1) new/latest production model year, Aircraft De-ice/Anti-Ice vehicle with rapid heat and compressed air system.

The basic vehicle to be purchased under these specifications shall conform in all respects to the minimum requirements set forth in this document.

The vehicle shall be delivered with all specified ancillary appliances complete, by flatbed truck freight. Within two (2) weeks of arrival, at a mutually arranged time, the contractor shall provide the services of a qualified mechanic who will train airport assigned personnel in the use, operation and maintenance of the vehicle and equipment for a sufficient period to ensure thorough understanding to the satisfaction of the purchaser.

#### **Specifications:**

##### **1. Chassis-**

- a. Latest model year chassis designed to accommodate weight of equipment and accessories as described herein.
- b. Diesel engine matched to an automatic transmission capable of carrying the load of the vehicle.
- c. Single fifty (50) Gallon aluminum fuel tank.
- d. Underbody torsion bar stabilizer for aerial lift operations.
- e. Dual vinyl bucket seats with seat belts.
- f. Where possible and allowed by law, all interior and exterior lighting shall be LED technology.
- g. Center console to accommodate accessories as described herein adequately illuminated for clear visibility during night operations.
- h. Chassis speed limited to 4 MPH when boom is raised.
- i. Overhead viewing window with dual pantograph wiper assembly.
- j. Additional one hundred fifty (150) gallon aluminum fuel tank for auxiliary engine and heaters.
- k. Hydraulic brakes.
- l. Snow and ice radial tires with wheels matched to the weight of the described vehicle.
- m. Amber rotating LED light located on cab roof.
- n. An in-cab control panel including all deicer functions shall be provided and shall be visible from the drivers position.
- o. Body compartments shall all be accessible from ground level.

## **2. Aerial Lift**

- a. Minimum of 42' working height.
- b. Limited flex inner boom extension.
- c. Boom forward design.
- d. Amber LED rotating beacon located at highest point.
- e. Enclosed Operators Work Station
  - i. Fiberglass basket enclosure.
  - ii. Minimum 180 degree basket rotation.
  - iii. Joy stick controls for spray monitor and aerial lift function.
  - iv. Minimum 1200 watt in cab heater.
  - v. Minimum 250 CFM defroster fan.
  - vi. In-glass window defroster system.
  - vii. Forward and side wiper/washer assembly capable of being operated independently.
  - viii. The work station shall be capable of being lowered to the ground for easy access for the fluid applicator.
  - ix. 12 Volt DC over hydraulic in cab ground controls.
  - x. Self-Contained Hydraulic Reservoir.
  - xi. Task Force Tips or equivalent dispensing gun.
  - xii. Hinged Fresh Air Intake For Outside Air In Enclosed Basket.
  - xiii. Four (4) high intensity LED floodlights shall be mounted on the basket and controlled by switches inside the basket.
  - xiv. Basket shall be self-nesting with when operations are complete.

## **3. Auxiliary Power Plant**

- a. Six cylinder turbo charged auxiliary engine shall be supplied with adequate horsepower to operate auxiliary systems.
- b. Digital Controls for oil pressure, engine temperature, voltmeter, tachometer, fuel level and consumption information and system diagnostics shall be provided in vehicle cab.

## **4. Air System**

- a. A compressed air system shall be supplied that provides directed air through a convergence nozzle offering mechanical sweeping of the aircraft surfaces with high velocity force.
- b. The air system utilizes an air compressor remotely located to decrease overall sound of the operator.
- c. The system shall be capable of injecting a minimum of 9 GPM de-ice fluid into air stream.

## **5. Generator**

- a. 5 Kw hydraulic generator providing regulated AC power for heaters.
  - i. Generator shall be equipped with its own hydraulic reservoir with pump driven by auxiliary power plant.

## **6. Fluid Pump De-Ice**

- a. A 3-stage centrifugal pump with stainless steel impeller coupled to a minimum 10 hp electric motor shall deliver 10-60 GPM fluid at a maximum of two hundred (200) psi.
- b. Pump shall include low fluid shutdown and stainless steel mesh line strainer.

- c. Unused fluid shall be relieved back to tank while system is being heated.
- d. A suction fill capable of accepting up to 100 gallons per minute shall be provided.
- e. Ground level hose reel with 50' of 5/8" hose and Strahman or equivalent pistol grip dispensing gun.

**7. Fluid Pump Anti-Ice**

- a. Hardi 3 or equivalent diaphragm positive displacement fluid pump with variable hydraulic drive system.
- b. Task Force Tips or equivalent anti-ice dispensing gun at basket.
- c. A suction fill capable of accepting up to 100 gallons per minute shall be provided.

**8. Flow Meter**

- a. Deice and anti-ice digital flow meter with in cab monitor and printout.
  - i. Flow meter shall be capable of tracking time calculations of deicing/anti-icing process, de-ice fluid dispensed temperature, aircraft number, operator ID number, and provide a digital printout.
  - ii. Monitor shall be capable of storing a minimum of 50 events.

**9. Heating System**

- a. Heating system shall be capable of providing 180 degree fluid within 60-seconds of start-up.
- b. Diesel fired 1 million BTU minimum per coil with safety override.
  - i. Each heater shall be equipped with flow switch, thermostat, and primary flame sensor for independent operation.
  - ii. Stainless steel inner skin.
  - iii. Stainless steel outer skin.
  - iv. Minimum of 1" fiber insulation.

**10. Automatic fire suppression system**

- a. The fluid heating system area shall be equipped with an automatic fire suppression system.
  - i. There shall be a manual system activation located outside the driver's side cab door.

**11. Fluid Storage Tank**

- a. 1500 gallon tank constructed of stainless steel, baffled and equipped with dual tank vents for fast filling.
- b. Tank configuration shall be 1100 gallon for de-ice and 400 gallon for anti-ice.
- c. A digital fluid temperature gauge that measures the temperature of dispensed de-ice fluid shall be supplied in the cab interior and operators work station in the bucket with exterior remote readout.
- d. A method of displaying each tank fluid level shall be provided at ground level on the outside of the vehicle body.

**12. Warranty**

- a. A minimum three year parts and labor bumper-to-bumper warranty shall be provided.
- b. An annual truck inspection shall be performed on sight at NO expense while protected under warranty.

## **Manuals And Training**

- c. Maintenance/Operators manual shall be included.
- d. Chassis operators and maintenance manual shall be included with unit.
  - i. Manuals may be in the form of compact disc or other media storage device.
- e. Operator training to be provided on-site at Hagerstown Regional Airport by manufacturers representative.

### **13. Communications**

- a. A wireless David Clark Communication System w/ Dual Ear master station shall be installed in vehicle cab.
- b. Dual ear remote station shall be provided in the operator's work station.
- c. An intercom system shall be integrated into the headsets to allow for communications between driver and applicator in the bucket.
- d. One (1) Icom A120 Aviation radio shall be furnished and installed in driver's area center console if space is available.
  - i. Radio shall be integrated into David Clarke headset for all headphones.
  - ii. Internal and exterior speakers shall be provided for the Icom radio.

### **14. Safety Equipment**

- a. 80BC Purple K hand held fire extinguisher shall be mounted in close proximity to the drivers cab.
- b. DOT Safety triangles shall be provided in the drivers cab.