CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS

For

PROCURE AND DELIVER EQUIPMENT, TOOLS, AND SUPPLIES

(FAA ARFF –CLASS III VEHICLE)

AIP Project No. 3-25-0034-XX-2018

City of New Bedford Bid No. 18482511

April 2018

Prepared For:
City of New Bedford Airport Commission
1569 Airport Road
New Bedford, Massachusetts 02746

Prepared By:
Airport Solutions Group
39 Winn Street
Burlington MA 01803
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Section I
Invitation For Bids
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INVITATION FOR BIDS
FOR IMPROVEMENTS TO
NEW BEDFORD REGIONAL AIRPORT (EWB)

The City of New Bedford, Massachusetts, acting through the New Bedford Airport Commission, invites sealed bids for furnishing all labor and materials and performing all work in connection with a contract for the New Bedford Regional Airport, New Bedford, Massachusetts as follows:

PROCURE AND DELIVER ARFF VEHICLE – CLASS III; AND MOUNT, STORE OR ATTACH ANCILLARY EQUIPMENT (PROVIDED BY OTHERS)

AIP NO. 3-25-0034-XX-2018

City of New Bedford Bid No. 18482510

Procedures regarding bids and the selection of contractors shall be in conformity with the Massachusetts General Laws, Chapter 30B, as amended to date. Sealed Bids for the General Contract must be delivered to the office of the City of New Bedford – Purchasing Department, Room 208, City Hall, 133 William Street, New Bedford, MA 02740 prior to 2:00 p.m., Eastern Daylight Savings Time, on Friday May 18, 2018 at which time and place the bids will be publicly opened and read aloud. Bids received after the above time and date will be rejected and returned unopened.

The proposed work includes the procurement and delivery of an ARFF – Class III vehicle and the mounting, storing, or attaching of ancillary equipment provided by others

General Bids must be submitted on the Form for General bid included herein. The General Bids shall be filed with the Owner at the location designated above, accompanied by a bid deposit in the form of a bid bond or a certified check, in the amount not less than five percent (5%) of the bid price for the Contract work. The bid security shall be made payable to the City of New Bedford Airport Commission.

The Instruction to Bidders, Bid Proposal Forms, Contract Documents, and Specifications may be examined at the City of New Bedford – Purchasing Department, Room 208, City Hall, 133 William Street, New Bedford, MA 02740, (Telephone: 508.979.1433), and at New Bedford Regional Airport, Airport Manager’s Office, 1569 Airport Road, New Bedford, MA 02746, (Telephone: 508.991.6161) on or after April 30, 2018 between the hours of 9:00 AM and 4:00 PM Monday through Thursday and 9:00 AM to 12:00 PM on Fridays. Please call ahead for availability.

Copies of the Contract Specifications (in PDF form on compact disc) may be obtained at the office of City of New Bedford – Purchasing Department, Room 208, City Hall, 133 William Street, New Bedford, MA 02740, (Telephone: 508.979.1433). No deposit is required. Contract Documents, which are mailed to Contractors at their request, shall be subject to a Fifty Dollar ($50.00) mailing and handling charge for each set (non-refundable). A separate check for that amount must be forwarded with the request and made payable to the City of New Bedford. The Contract Specifications may also be obtained electronically by emailing purchasing@newbedford-ma.gov on or after April 30, 2018, (Monday thru Friday – 8:30 AM – 4:00 PM).

Pre-Bid Conference: All bidders are highly advised to attend a pre-bid conference to be held at 10:30 AM Eastern Daylight Saving Time, on May 8, 2018, at the Office of the Airport Manager, New Bedford Regional Airport, 1569 Airport Road, New Bedford, MA 02746. Questions regarding scope of work or of a technical nature must be presented in writing to Airport Solutions Group, LLC by 12:00 noon on Monday May 14, 2018, Eastern Daylight Saving Time. Questions may be submitted by email to: rlasdin@airportsolutionsgroup.com or faxed to 781.491.0360.
The proposed equipment to be purchased under this contract will be subject to the Commonwealth of Massachusetts, Massachusetts General Laws Chapter 30B “Uniform Procurement Act” and a Disadvantaged Business Enterprise (DBE) set aside for this work. A five and 77/100 percent (5.77%) goal for employment of DBE firms certified by the Massachusetts Unified Certification Program (UCP) has been established for this job.

The Contractor must comply with the Federal Civil Rights Act of 1964, Title VI; Airport and Airways Improvement Act of 1982 General Civil Rights, Section 520; Disadvantage Business Enterprise Title 49 CFR Part 26; Lobbing and Influencing Federal Employees, Title 49 CFR Part 20; the Occupational Safety and Health Act; and Executive Order 11246.

The Contractor must comply with the Buy American Preference (49 USC §50101); Foreign Trade Restriction (49 USC §50104, 49 CFR Part 30); 2 CFR §200; Government-wide Debarment and Suspension (2 CFR Part 180, Subpart C; 2 CFR Part 1200; DOT Order 42005.

**Title VI Solicitation Notice**

The New Bedford Airport Commission, 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.

**Disadvantage Business Enterprise**

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 successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE’s written confirmation of participation within 5 days after bid opening.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of New Bedford 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.

General Bidders and all other levels of contractors on this work will be required to sign, in accordance with the M.G.L. 62C Sections 47A through Sections 49A, a Certificate of Compliance with the Tax Laws of the Commonwealth of Massachusetts.

The Commonwealth of Massachusetts requires all out of state vendors soliciting business in the State to be registered as a Foreign Corporation in the Commonwealth of Massachusetts. Out of State businesses must file a foreign corporation form appointing an agent for services and processing within the State of
Massachusetts. The form may be obtained from the state website www.state.ma.us/sec/ for completion. Proof of registration as a foreign corporation must be submitted with the bid.

Bidders shall comply with the Aviation Safety and Capacity Act of 1990 that requires preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractor, material men and suppliers in the performance of this Contract.

The successful bidder will be required to furnish a 100% Performance Bond or Payment Bond as set forth in the specifications.

Bidders are required to hold bid prices for 150 calendar days following the bid opening date.

The Bidder must supply all the information required by the proposal forms and specifications and must bid on all items, including the Statement of Qualifications package. The City of New Bedford Airport Commission reserves the right to waive any informalities or to reject any or all bids, or to accept any other bid than the lowest bidder should it be deemed to be in the best interest of the Commission to do so.

No bid may be withdrawn within one hundred and fifty (150) calendar days following the actual date of the bid opening.

Awarding Authority
City of New Bedford
Susan Bruce, Director of Purchasing
Section II
Instructions To Bidders
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INSTRUCTIONS TO BIDDERS
FOR IMPROVEMENTS TO
NEW BEDFORD REGIONAL AIRPORT (EWB)

PROCURE AND DELIVER ARFF VEHICLE – CLASS III; AND MOUNT, STORE OR ATTACH ANCILLARY
EQUIPMENT (PROVIDED BY OTHERS)

AIP NO. 3-25-0034-XX-2018

City of New Bedford Bid No. 18482510

General Bids will be received prior to 2:00 p.m., Eastern Daylight Savings Time, Friday, May 18, 2018.
Bids received after this time will be returned unopened. Bids received will be publicly opened and read
aloud immediately following this time at the office of the Purchasing Department, Room 208, City Hall,
133 William Street, New Bedford, MA 02740.

Hereinafter in these Instructions to Bidders and associated Specifications and Contract Documents,
Owner means the New Bedford Airport Commission acting for the City of New Bedford, Massachusetts;
the Commission also means the New Bedford Airport Commission; and Engineer means Airport
Solutions Group, LLC, 39 Winn Street, Burlington, MA 01803.

The Owner, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to
2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of
the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of
Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure
that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises
(DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be
discriminated against on the grounds of age, sex, race, color, or national origin in consideration for an
award.

Open Bidding: In order to comply with Executive Order 12818, nothing herein shall:

a. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreement
   with one or more labor organizations, on the same or other related construction project(s), or

b. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to
   become or remain signatories or otherwise adhere to agreements with one or more labor
   organizations, on the same or other related construction project(s), or

c. Require any bidder, offeror, contractor or subcontractor to enter into, adhere to, or enforce any
   agreement that requires its employees, as a condition of employment, to:

1. Become members of or affiliated with a labor organization; or

2. Pay dues or fees to a labor organization, over an employee’s objection, in excess of the
   employee’s share of labor organization costs relating to collective bargaining, contract
   administration, or grievance adjustment.

No contractor or subcontractor under a Federal contract shall require, as a condition of any subcontract
relating to a Government construction contract that the part with which is contracts impose or enforce
any of the elements specified in paragraphs 1 through 3 above in performing its subcontract. This
section does not prohibit a contractor or subcontractor from voluntarily entering into an otherwise lawful agreement with a labor organization regarding its own employees.

No verbal agreements or conversations with any agent or employee of the Owner, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the contract documents.

Modification of bids already submitted will be permitted, provided such modification are in writing and transmitted to the City of New Bedford – Purchasing Department – New Bedford, MA prior to the bid opening date and time. Such modification shall not reveal the amount of the original or revised bid.

If more than one bid is offered by one party, all such bids shall be rejected and returned unopened. If duplicate bids are not discovered until after opening, such duplication shall be cause for immediate rejection of all bids offered by the same party. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid in his/her own behalf.

**Bid Security:** Each proposal must be accompanied by a bid security consisting of either a Certified Check, Cashier’s Check or Bid Bond, made payable to the City of New Bedford, Massachusetts, in the amount of not less than five percent (5%) of the amount of the proposal including all Base and Additive Alternate bid items identified on the Form of General Bid, as assurance that the Bidder will, upon acceptance of this bid, execute such contractual documents as may be required within the time specified. Refer to Section IV for Form of Proposal Guaranty (Bid Bond) attached herein.

Every General Bidder whose deposit is not returned pursuant to the provisions of the following paragraph entitled “Return of Bid Deposits” may file with the Awarding Authority at any time after five (5) days, Saturdays, Sundays, and legal holidays excluded, from the opening of the General Bids, a Bond in an amount not less than the amount of his/her Bid Deposit and in a form satisfactory to the Awarding Authority, with a surety company qualified to do business in the Commonwealth of Massachusetts. Upon the filing of a Bond, the Bid Deposit of the General Bidder filing such a Bond will be returned to the bidder.

**Sales Tax Exemption Notice:** Bidders are instructed to submit bids not including sales tax according to the provisions of §144.062, RSMo. The selected contractor will receive a Project Exemption Certificate and a Massachusetts Tax Exemption letter from the Owner to use in purchasing materials on a tax-free basis. It will be the contractor’s responsibility to provide the documentation to any subcontractor. These documents will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this contract.

**Proposal:** All Proposals or General Bids are to be prepared on the proposal forms supplied by the Owner and included in the bid package which accompanies the contract documents. The Bidder must supply all information required by the proposal forms and specifications, and he/she must bid on all items listed on Form of General Bid. A bidder shall not stipulate in his/her proposal any conditions not contained in the proposal form included in the contract documents. Bids must be accompanied by the Massachusetts Department of Transportation (MassDOT) Aeronautics Division DBE Letter of Intent that is included in the Bid Proposal Forms.

**Contract Award and Selection Criteria** The selection of the contractor will be made with consideration to (1) the lowest total price for the bid and (2) the opinion of the Owner as to which contractor’s qualifications are the most favorable to accomplish the proposed work. The decision to award the contract will be further conditioned upon satisfying the requirements established by the awarding authority to evaluate efforts of the bidder to meet the Disadvantaged Business Enterprise Participation
contract goals included in the Bid Proposal Forms. For this project, the DBE participation goals are at least 5.77 percent of the contract by dollar value.

The Owner reserves the right to waive any informality in or to reject any or all portions of the various low bids from qualified contractor bid items.

The award of the contract, and contract execution, is subject to the approval of the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.

Subcontractor’s List: The names, address, telephone numbers, proposed work items, and amount of major subcontractors the Bidder expects to use in performing the work under this proposal shall be furnished with the bid proposal. If no subcontractors are expected to be used, a statement to that effect must accompany the bid proposal. If alternate bids are requested, any changes in the identity of the major subcontractors expected to be used for work, in the event an alternate bid is accepted, shall be shown. “Major subcontractors”, as used herein, includes any subcontractor performing either ten percent (10%) of the total contract cost, or Fifty Thousand Dollars ($50,000), whichever is less, and any other subcontractor for a particular item of work required to be identified in the bid solicitation. After the bid opening, the successful bidder may not substitute for any of the major subcontractors identified in the bid, except with the written approval of the Awarding Authority for good cause shown. The availability of another subcontractor at a lower cost to the general contractor after the bid opening shall not constitute good cause for such substitution. The successful bidder shall furnish to the Owner a complete list of all subcontractors to be used for the work within ten (10) work days of the issuance by the Owner of notice of intent to award the contract.

Right to Reject Subcontractors: If the Owner, or its designee, has reasonable objection to any proposed subcontractor, the Owner, or its designee, may, before the notice of award is given, request the apparent low bidder to submit an acceptable substitute subcontractor without an adjustment in the bid price. If the apparent low bidder declines to make such substitution, the Owner may award the contract to the next lowest bidder proposing to use acceptable subcontractors. Declining to make the requested subcontractor substitution, will not constitute grounds for any forfeiture of a bidder's bid bond.

Prohibition on Assignment or Subletting: The contractor shall not assign or subcontract any portion of the contract to any subcontractor not identified as provided in the paragraph titled “Subcontractor’s List” above, without the written approval of the Owner, or its designee. No subcontractor shall subcontract any portion of its work, without the written approval of the Owner, or its designee. The Owner’s written approval of subletting shall not be construed as making the Owner a party to any subcontractor, or subject the Owner to any liability to the subcontractor. No subcontract shall in any circumstances relieve the contractor, or its surety, of its liability and obligation under the contract, and all transactions shall be made through the contractor. Subcontractors will be recognized and dealt with only as workmen and representatives of the contractor.

Statement of Qualifications: Each proposal must be accompanied by a statement of the bidder’s qualifications to perform the work contemplated. The Statement of Qualifications shall be prepared on the form attached hereto.

**Contract Performance Period:** Upon execution of the contract, the Owner will issue a written "Notice to Proceed" which will specify an effective date for the Contractor to begin work at the site. All work under this Contract must be completed within four hundred (400) calendar days of the date specified in the "Notice to Proceed" for the Award of the Bid. No additional time will be allowed for any work which may be awarded under the alternate bid items. Failure to complete the project within the time period specified will result in the assessment of liquidated damages as listed below, or termination of contract.

**Liquidated Damages:** In the event that a successful bidder should fail or refuse to execute and deliver the Contract and Bonds required within five (5) calendar days from the date of the Notice of Award, he/she shall forfeit to the Owner as liquidated damages his/her bid deposit.

Refer to the project special provisions and Technical Specification Item M-001 for additional information regarding liquidated damages for the entire project and per specific work areas.

**Pre-award Compliance Review:** Upon the request of the U.S. Department of Labor, the sponsor will not enter into contracts or approve the entry into contracts or subcontracts with any bidder, prospective prime contractor, or proposed subcontractor named by the Department of Labor until a pre-award compliance review has been conducted and approved with a determination that the bidder, prospective prime contractor or proposed subcontractor will be able to comply with the provisions of the Equal Opportunity Clause.

**Non-procurement List:** The “Non-procurement List” is that portion of the “List of Parties Excluded from Federal Procurement and Non-procurement Programs” compiled, maintained, and distributed by GSA which contains the names and other information about persons or companies who have been debarred, suspended, or voluntarily excluded from participation in Federal programs. An individual or company named in the “Non-procurement List” may not be awarded a grant, a contract, or a subcontract except as provided in 49 CFR Part 29.

**Performance Bond and Payment Bond:** Simultaneously with his/her delivery of the executed Contract, the Contractor shall furnish surety bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The surety shall be a duly authorized surety company satisfactory to the Owner, listed on the current United States Department of the Treasury "Department of Treasury's listing of approved sureties (Department Circular 570)", and licensed to do business in the Commonwealth of Massachusetts as a condition of acceptability.

- Surety Bonds Required: 100% Performance Bond
- 100% Payment Bond

**Power of Attorney:** Attorneys-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.

**Notice of Special Conditions:** Attention is particularly called to the General Provisions, Supplemental General Provisions, and Item M-001 of the Technical Specifications that deal with the following:

- a. Inspection and Testing of Materials
- b. Insurance Requirements
- c. Legal Relations and Responsibility to Public
- d. Control of Work
- e. Summary of Work
f. Work Schedule

Addenda and Interpretations: No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder verbally.

Every request for such interpretations should be in writing to the Engineer and mailed to, Airport Solutions Group, LLC, 39 Winn Street, Burlington, MA 01803, by facsimile to 781.491.0360, or by email at rlasdin@airportsolutionsgroup.com and to be given consideration must be received by 12:00 noon Eastern Daylight Savings Time on Monday, May 14, 2018. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested, by Federal Express, or by email, or by facsimile with a form to be returned by the Bidder acknowledging receipt, to all prospective Bidders at the respective addresses or facsimile numbers furnished for such purposes. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the Contract Documents and so acknowledged by the bidder.

Estimated Quantities and Bid Form: Estimated quantities for unit price items are approximate only, being given as a basis for the uniform comparison of bids, and the Owner does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

The Owner reserves the right, as a condition for awarding the Contract, to increase or diminish the amount of any classes, or portion of the work, or to omit construction in certain locations, as may be determined by the Owner.

The Bid Proposal Form, in Section III, consists of items of work for which bid unit prices are requested and/or items of work for which bid lump sum prices are requested. Each bid shall state a unit price for each unit price item and a lump sum price for each lump sum item (if applicable). Each unit price shall be multiplied by the quantity of the particular item and the result stated as the total amount for the item. All such total amounts shall be added together with the sum of all lump sum prices and the grand total of the bid when correctly calculated will be used in the comparison of bids received.

The bid form must not be changed and must be submitted under the name of and with the correct business address of the bidder.

Compliance Reports: Executive Order 11246 as amended. Within 30 calendar days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if she/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

a. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.

b. Has 50 or more employees.

c. Is a prime contractor or first tier subcontractor.

d. There is a contract, subcontract, or purchase order amounting to $50,000 or more.

Procedure for General Bids: Submission of General Bids

The General Bids shall be submitted on the Forms that are provided within a sealed envelope containing the General Bid and the accompanying Bid Security. The envelope shall be clearly marked on the outside as follows:

General Bid for:
PROCURE AND DELIVER ARFF VEHICLE – CLASS III; AND MOUNT, STORE OR ATTACH ANCILLARY EQUIPMENT (PROVIDED BY OTHERS)

New Bedford Bid No. 18482510
for the NEW BEDFORD REGIONAL AIRPORT, NEW BEDFORD, MASSACHUSETTS

Name of Bidder
Address of Bidder

a. ALL GENERAL BIDS SHALL BE SUBMITTED IN DUPLICATE.

b. The General Base Bid shall be for the complete project as called for in the Specifications, no Alternates are to be included in the Base Bid.

c. The Bid Deposit specified in the Invitation for Bids shall be included in the envelope with the Bid Form.

d. General Bids sent by mail are forwarded at the risk of the bidder and will not be accepted if received after the time for the opening of the bids.

e. The award of every such contract in connection with which approval by an officer, board or agency of the Commonwealth or of the Federal government, is required shall be made within one hundred fifty (150) calendar days, Saturdays, Sundays and legal holidays included, after such approval; and the award of every contract for which approval by an officer, board or agency of the Commonwealth or of the Federal government is not required shall be made within one hundred fifty (150) calendar days Saturdays, Sundays and legal holidays included, after the opening of the bids. No Bidder may withdraw his/her bid for at least one hundred fifty (150) calendar days after the day and date set for the receipt of General Bids, Saturdays, Sundays, and legal holidays included.

f. If the General Bidder is a Corporation a Vote of Corporate Authorization must be submitted with the Bid.

g. When a conflict exists between the amount shown in figures and the amount shown in words, it shall be understood that the amount shown in words shall govern.

h. Modification of bids already submitted will be permitted, provided such modification be in writing and transmitted to the office of the City of New Bedford – Purchasing Department, Room 208, City Hall, 133 William Street, New Bedford, MA 02740 prior to the bid opening date and time indicated above. Such modification shall not reveal the amount of the original or revised bid.

Qualification of Bidder: It shall be the responsibility of the Owner to determine if bidders are “responsible” and “eligible” in accordance with Massachusetts General Law and these plans and specifications.

The Owner may make other such investigations including those outlined in the General Provisions Section 20 paragraph 20-02 to determine if the bidder is “responsible” and “eligible.” It is the responsibility of the bidder to promptly furnish all such information and data for this purpose as listed herein or as requested by the Owner.

The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to indicate that such bidder is responsible and eligible. If the Owner determines that the low bidder is not responsible and eligible, the Owner shall reject the bidder and evaluate the next low bidder in accordance with this section.

Obligation of Bidder: At the time of the opening of bids each Bidder will be presumed to have inspected the site, and to have read and to be thoroughly familiar with the Plans and Contract Documents (including
all addenda and permits) as well as all statutes, by-laws and regulations affecting this bid. The failure or omission of any Bidder to examine the site, any form, instrument or document applicable to its bid shall in no way relieve any Bidder from any obligation in respect to its bid.

**Rejection of General Bids:** Every General Bid which is not accompanied by a Bid Deposit or which otherwise does not conform to the requirements of Chapter 30, Section 39 inclusive of the Massachusetts General Laws, or which is on a form not completely filled in, or which is incomplete, conditional or obscure, or which contains any additional information not called for, shall be invalid, and the Owner will reject every such bid.

Bid Forms must be completely and correctly filled in; giving all of the information that is requested. Bids must not be qualified in any manner. Such qualification may be cause for the rejection of the bid.

More than one Bid Proposal from an individual, firm, or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in submitting more than one Bid Proposal for the work will cause rejection of all Bid Proposals in which the bidder is interested. Any or all Bid Proposals will be rejected if there is reason for believing that collusion exists among the bidders, and no participants in such collusion will be considered in future Bid Proposals for the same work. Bid Proposals in which prices are obviously unbalanced may be rejected.

The Owner reserves the right to waive any informalities in the bidding procedure; to reject any or all bids, if it is deemed to be in the best interest of the Owner, and further, the Contract for the work may be awarded to any other than the low bidder if the low bidder does not possess the necessary skill, ability, or integrity for faithful performance or cannot certify ability to furnish labor that works in harmony with all other elements of labor.

**Return of Bid Deposits:** All Certified Checks, Certificates of Deposit or Bid Deposits of General Bidders, except those of the three (3) lowest responsible and eligible General Bidders, will be returned within ten (10) calendar days, Saturdays, Sundays, and legal holidays included, after the opening of the General Bids. Bid Bonds will be retained by the Owner unless accompanied by a self-addressed stamped envelope. The Bid Deposit of the three (3) lowest responsible and eligible General Bidders will be returned upon the execution and delivery of the general contract, or if no award is made, upon the expiration of the one hundred and fifty (150) calendar day time limit, Saturdays, Sundays and legal holidays included.

If any General Bidder fails to execute a Contract and to furnish a Performance Bond, Labor and Materials Payment Bond, and Maintenance Bond, his/her Bid Deposit shall become the property of the Owner as Liquidated Damages for noncompliance of this requirement; provided that the amount of the Bid Deposit shall not, in any event, exceed the difference between his/her price and the bid price of the next lowest responsible and eligible Bidder.

The General Bid Deposit will be returned in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other unforeseen circumstances affecting the General Bidder.

**Registered to do Business:** All bidders shall be registered to do business within the Commonwealth of Massachusetts. Registration can be obtained through the Corporation Division of the Office of the Secretary, Commonwealth of Massachusetts 617.727.9640. Proof of registration as a foreign corporation must be submitted with the bid.

**Nondiscrimination in Employment:** Contracts for work under this proposal will obligate the Contractors and subcontractors not to discriminate in employment practices.
Bidders must, if requested or required herein, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract. Successful Bidders must, if requested or required herein, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will, or may, deal for employees on the work together with supporting information that said labor pools will affirmatively cooperate in, or offer no hindrance to, the recruitment, employment and equal treatment of employees seeking employment and performing work under the Contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the Contract. Successful Bidders must be prepared to comply in all respects with the Contract Provisions regarding non-discrimination.

END OF SECTION II - INSTRUCTIONS TO BIDDERS
Section III
Forms for Proposals
GENERAL BIDDER’S SUBMISSION CHECKLIST

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  ☐ ATTACH REGISTERED LAND SURVEYORS QUALIFICATIONS
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☐ MASSDOT LETTER OF INTENT / SCHEDULE OF PARTICIPATION
☐ CONTRACTORS CERTIFICATION
☐ FOSTERING SMALL BUSINESS PARTICIPATION – CFR PART 26.39
FORM FOR GENERAL BID  
(BID PROPOSAL FORM)  

NEW BEDFORD REGIONAL AIRPORT  

PROCURE AND DELIVER EQUIPMENT, TOOLS, AND SUPPLIES (FAA ARFF –CLASS III VEHICLE)  

DATE: _______________________________________________  

TO: THE AWARDING AUTHORITY  
NEW BEDFORD AIRPORT COMMISSION (OWNER)  
MR. PAUL L. BARTON, CHAIRMAN  

A) The undersigned proposes to furnish all labor and materials required for the project titled,
PROCURE AND DELIVER EQUIPMENT, TOOLS, AND SUPPLIES (FAA ARFF –CLASS III VEHICLE) for
the New Bedford Regional Airport in accordance with the accompanying specifications prepared
by Airport Solutions Group, LLC (Engineer), for the contract price specified below, subject to
additions and deductions according to the terms of the Specifications. It shall be understood
that the Owner is the sole judge as to acceptance of the bids and award of the Contract.  

B) This bid includes Addenda numbered: ___________________________________________________________
(***contractor must acknowledge receipt of all addenda that are issued. *** )  

C) The proposed cumulative Contract Price for the Base Bid is as follows (spelled out and in
numbers). In the event of a discrepancy between the written and numeric prices, the written
prices shall prevail.

1). Base Bid Price: _____________________________________________________________
_________________________________________________Dollars ($ ___________________)  

D) The undersigned agrees that, if he/she is selected as General Contractor, he/she will, within five
(5) consecutive calendar days, after presentation thereof by the awarding authority, execute a
contract in accordance with the terms of this Bid, and furnish a Performance Bond of a surety
company qualified to do business under the laws of the Commonwealth of Massachusetts and
satisfactory to the Awarding Authority in the sum of the contract price, the premium for which
are to be paid by the General Contractor and are included in the Contract Price. 

The undersigned further certifies under the penalties of perjury that this bid is in all respects is
bona fide, fair and made without collusion or fraud with any other person or entity. As used in
this subsection the word "person" shall mean any natural person, joint venture, partnership,
corporation or other business or legal entity. 

The undersigned further certifies under penalty of perjury that the said undersigned is not
presently debarred from doing public construction work in the Commonwealth of
Massachusetts under the provisions of M.G.L. Section 29F of Chapter 29, or any other applicable
debarment provisions of any other chapter of the General Laws or any rule or regulation
promulgated thereunder. 

The undersigned hereby certifies, under penalty of perjury, that the said undersigned has paid
all State Taxes (Income Taxes, Unemployment Taxes, Excise Taxes, Real Estate Taxes, etc., etc.)
due in compliance with the Tax Laws of the Commonwealth of Massachusetts M.G.L. Chapter
E) **Time of Completion**: The undersigned agrees that the construction contract performance period shall extend from the Notice to Proceed through 300 hundred (300) consecutive calendar days (regardless of which bid alternates may or may not be awarded, unless so noted otherwise). The Contractor is further advised to review the General Provisions, Technical Specification M-001, and all other references in the specifications for additional requirements regarding completion of construction.

The undersigned agrees that this Bid Proposal may not be withdrawn for a period of 150 calendar days from the opening thereof.

In submitting this Bid Proposal, it is understood that the right is reserved by the Owner to waive any informality in, or to reject any or all bids.

Date: 

Name of General Bidder: 

By: 

(Authorized Signature)

(Title)

Business Address of Bidder: 

Town/State/Zip: 

Telephone #: 

Note: If the bidder is a corporation, indicate the State of Incorporation under the signature and affix the Corporate seal; if a partnership, give full names and residential address if different from the business address.
# NEW BEDFORD REGIONAL AIRPORT

**PROCURE AND DELIVER EQUIPMENT, TOOLS, AND SUPPLIES (FAA ARFF – CLASS III VEHICLE)**

**AIP NO. 3-25-0034-XX-2018**

City of New Bedford Bid No. 18482511

## GENERAL BID SCHEDULE OF PRICES

### BASE BID

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ESTIMATED QUANTITY</th>
<th>ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>EQUIPMENT, TOOLS, AND SUPPLIES (FAA ARFF-Class III Vehicle), price per Lump Sum of:</td>
<td>Dollars</td>
<td>Cents</td>
</tr>
<tr>
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</tr>
</tbody>
</table>

Total Bid Price Written in Figures:

_____________________________________________________________________________________

Total Bid Price Written in Words:

_____________________________________________________________________________________

_____________________________________________________________________________________

The Owner reserves the right to delete any item of work in whole or in part, in order to meet the available funding.

**Amounts are to be shown in both words and figures. In case of Discrepancy, the amount shown in words will govern.**

The above unit prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

This Proposal includes Addenda numbers***

***To be filled in by Bidder if Addenda are issued

### GENERAL BIDDER:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

III-5
VOTE OF CORPORATION AUTHORIZING EXECUTION OF CONTRACT

At a meeting of the Board of Directors of _____________________________ duly called and held on _____________________________ 20____, at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That _____________________________, the _____________________________ of the Corporation, be and hereby is authorized to affix the corporate Seal, sign the contract and deliver in the name and behalf of the corporation a contract with:

The City of New Bedford, MA

For supplying _____________________________

( ), _____________________________ and also to seal and execute as bonds above surety company bonds to secure the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper.

A true copy;

ATTEST:

If the vendor accepts this contract and then fails to supply the commodity as ordered by the Owner, if the Owner decides to legally pursue this non-supply, then the vendor agrees to the jurisdiction of the appropriate court in the state of Massachusetts.

(Affix the corporate seal)

Clerk of the Corporation
CITY OF NEW BEDFORD, MASSACHUSETTS

NON-COLLUSION AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

________________________________
Signature of individual submitting bid

________________________________
Name of Business / Organization

TAX COMPLIANCE CERTIFICATE

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, the undersigned organization is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

________________________________
Signature of individual submitting bid

________________________________
Name of Business / Organization
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER

________________________________________

Name and Title of Signer

________________________________________

Signature                              Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
FORM OF PROPOSAL GUARANTY (BID BOND)

KNOWN ALL MEN/WOMEN BY THESE PRESENTS, that we, the undersigned, ____________________________

______________________________ as Principal

and ______________________________

as Surety, are hereby held and firmly bound unto the City of New Bedford, Massachusetts, hereinafter
called the "Owner" in the sum of ________________________________ dollars ($_____________)
for payment of which sum, well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a
certain Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing for
improvements to New Bedford Regional Airport, AIP No. 3-25-0034-___-2018, PROCURE AND DELIVER
EQUIPMENT, TOOLS, AND SUPPLIES (FAA ARFF –CLASS III VEHICLE)

NOW, THEREFORE,

(a) If said Proposal shall be rejected, or in the alternate,

(b) If said Proposal shall be accepted and the Principal shall execute and deliver a contract
in the Form of Contract Agreement attached hereto and shall execute and deliver
Performance Bond and Payment Bond in the Forms attached hereto, all properly
completed in accordance with said Proposal,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all default of the Principal
hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received stipulates and agrees that the obligation of said Surety and its
bond shall be in no way impaired or affected by any extension of the time within which the Board may
accept such Proposal; and said Surety does hereby waive notice of any extension.
IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ______ day of ________, 20__, the name and corporate seal of each incorporated party being here affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By ________________ SEAL

Surety

Attest:

By ________________ SEAL

Attorney-In-Fact

Attest:

Attest:

(Accompany this bond with Attorney-In-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)
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.

Certificate of Buy American Compliance for Manufactured Products

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

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
  a) Only installing steel and manufactured products produced in the United States;
  b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  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 U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
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 U.S. domestic products at or above the approved U.S. 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 percent 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 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

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

Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

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

______________________________    ______________________________

Date                                             Signature

______________________________    ______________________________

Company Name                             Title
STATEMENT OF QUALIFICATIONS

NOTE: This section is to be notarized.

The undersigned submits this Statement of Qualifications to demonstrate to the Owner their experience, ability in, and having all necessary facilities and means to implement and perform the proposed project within all of the requirements as outlined in these plans and specifications. Information can be typed on a separate document and attached to this section.

1. Please provide a list of all completed and ongoing airport related projects for the past four (4) years. For each of the projects please provide the following (use additional sheets as needed):
   a. Name of Project
   b. Dates of the Project including Completion Date (estimated for ongoing projects, please provide the year at minimum)
   c. Description of Activities (project size and quantity)
   d. If the work was done as the prime contractor as a subcontract.
   e. Project Owner/Owners Contact Person
   f. Project Owners Contact Information (address and phone number)

(Attach additional sheets as necessary)
2. How many years has your organization been in business as a General Contractor under the name in which you propose to execute this Contract?

________________________________________________________________________

________________________________________________________________________

3. Has your present organization ever failed to complete any work awarded to it? If so, state when, where and why.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

4. Give below, the name of one or more banks that have information that they can provide the Owner regarding the financial abilities of your company to complete this project.

<table>
<thead>
<tr>
<th>Name of Bank:</th>
<th>Address:</th>
<th>Telephone No.</th>
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</tbody>
</table>

5. Provide explicit information on your proposed operations, strategies, equipment teams, and crews that you will implement in order to complete this project.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
The undersigned acknowledges the requirements of the proposed project and certifies that their company has the resources available and ready to complete the project as scheduled for the price offered in the bid.

Dated at __________________________ this day of __________________________, 20__. 

Name of Bidder: __________________________

By: __________________________

Title: __________________________

State of __________________________.

County of __________________________

Being duly sworn, deposes and says that he/she is __________________________

(Title)

of __________________________ and that the answers to the (name of organization) foregoing questions and statements contained therein are true and correct. Sworn to before me this __________________________ day of __________________________, 20__.

My commission expires: __________________________

________________________________________
Notary Public

END OF STATEMENT OF QUALIFICATIONS
ANTICIPATED SUBCONTRACTS

Type of Work to be sublet

________________________________________________________________________

________________________________________________________________________

Approximate Dollar Amount of Subcontract $______________________________

Probable Subcontractor _________________________________________

Address ____________________________________________________________

________________________________________________________________________

Type of Work to be sublet

________________________________________________________________________

________________________________________________________________________

Approximate Dollar Amount of Subcontract $______________________________

Probable Subcontractor _________________________________________

Address ____________________________________________________________

________________________________________________________________________

Type of Work to be sublet

________________________________________________________________________

________________________________________________________________________

Approximate Dollar Amount of Subcontract $______________________________

Probable Subcontractor _________________________________________

Address ____________________________________________________________

Statement of Qualifications:  The Contractor may be required to submit a statement of the subcontractor’s qualifications and shall obtain written permission from the Owner prior to the actual subletting or assignment of any portion of the contract as per Section 80-01 of the General Provisions.

Bidder ________________________________

By ________________________________

Title ________________________________

NOTE: Contractor may copy this page as necessary to include all subcontractors.
BIDDERS CERTIFICATE OF UNDERSTANDING


Contractor ___________________________ Project ___________________

Address _______________________________ Tel. # ___________________ Project # ______

________________________________________ Fax # _____________________

I, the undersigned, understand that:

A. Disadvantaged Business Enterprises are to be awarded at least 5.77% of the total contract amount for airport projects.

B. All required DBE forms included in Instructions to Bidders are to be completed and submitted with the bid.

Authorized Signature ___________________________ Date __________________

Name (Please Print or Type) ___________________________ Title __________________
# SCHEDULE OF PARTICIPATION
**DISADVANTAGED BUSINESS ENTERPRISES**
to be completed by the Bidder

## Item 1 - Disadvantaged Business Enterprise Participation

1. **Name:**
   - 
   - **Address:**
   - **Nature of Participation:**
   - **Dollar Value / % of Bid:**

2. **Name:**
   - 
   - **Address:**
   - **Nature of Participation:**
   - **Dollar Value / % of Bid:**

<table>
<thead>
<tr>
<th>TOTAL BID PRICE</th>
<th>TOTAL DBE COMMITMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_______________</td>
<td>$_______________</td>
</tr>
</tbody>
</table>

The bidder agrees to furnish implementation reports, as required by the awarding authority, to indicate the MBE/WBE or DBE which it has used or intends to use. Breach of this commitment constitutes a breach of the contract.
LETTER OF INTENT

to be completed by the DBE

This form is to be completed by the DBE and must be submitted by the General Bidder as part of the Bid Proposal. A separate form must be completed for each DBE involved in the project.

Project Title: ____________________________________________________ Project Location: ______________________

To: _________________________________________________________
    (Name of Bidder)

From: __________________________________________________________
    (Name of DBE)

I / we intend to perform work in connection with the above project as (Check One)

{    } an individual    {    } a partnership
{    } a corporation    {    } a joint venture with: _____________________________
{    } other (explain): _______________________________________________________________________

It is understood that if you are awarded the contract, you intend to enter into an agreement to perform the activity described below for the prices indicated.

DBE PARTICIPATION:
Description of Activity    Project Start Date  $ Amount  % of Bid Price
_____________________________________________________________________________________________________
_____________________________________________________________________________________________________

The undersigned certify that they will enter into a formal agreement upon execution of the contract for the above-referenced Project

BIDDER

Authorized Signature              Date
Address
Telephone / Fax

DBE

Authorized Signature              Date
Address
Telephone / Fax
MINORITY / WOMAN BUSINESS ENTERPRISE PROGRAM

CONTRACTOR IDENTIFICATION STATEMENT

Project Name: _________________________________________________________ Project #: __________________

Total Bid Price: $__________________________________  Bid Date: ________________

In accordance with the New Bedford Minority Business Enterprise Program, the undersigned bidder certifies that he/she:

1. is a bona fide Disadvantaged Business Enterprise currently certified by the State Office of Minority/Woman Business Assistance (SOMWBA); and such SOMWBA certification has not changed; and in the event of said status changing, it will immediately forward written notification to the City of New Bedford and SOMWBA; and

2. intends to perform certain work (specified by formal bid proposal) under a contract in connection with the above-named project, and that work will not be sublet to any company at any tier; and

SOMWBA CERTIFICATION CATEGORY: ____________________________________________________________

CONTRACTORS NAME: ___________________________________________________________________

{ }DBE

ADDRESS: _______________________________________________________________________________

_________________________________________________________________________________

TELEPHONE #: ______________________________________  FAX #: ______________________________

REPRESENTATIVE NAME & TITLE: _____________________________________________________________

AUTHORIZED SIGNATURE: ________________________________________________________________

GENERAL BIDDERS NAME: ________________________________________________________________
MINORITY / WOMAN BUSINESS ENTERPRISES
UNAVAILABILITY CERTIFICATIONS
to be completed by General Contractor

| I, _____________________________________________________, _____________________________ |
| Name | Title |
| of __________________________________________________________________________________ |
| Contractor Name |
| certify that on ____________________________________, I contacted the below listed DBE |
| Date of Contact |
| requesting a bid for |
| Project __________________________________ as {  }DBE for the provision of |
| {  }Goods & Services to accomplish ___________________________________________________________________ |
| Subcontract Work Offered to this DBE Company |
| __________________________________________________________________________________ |
| Name of Prospective Sub-Contractor |
| __________________________________________________________________________________ |
| Address | City and State | Telephone # |
| Contact was made by {  } Telephone {  } In Person |
| Said sub-contractor was unavailable for work on this project or unable to prepare a bid for the following reason(s): |
| (check appropriate answer): |
| {  } DBE Firm Declined Job |
| {  } DBE Firm offered to do a job at the price of $___________________________, which was not acceptable |
| because:__________________________________________________________________________________ |
| {  } Other _______________________________________________________________________________ |
| The above information is accurate and complete, to the best of my knowledge and belief. Signed under the |
| pains and penalties of perjury. |
| _____________________________________________________, _____________________________ |
| Signature of Authorized Representative, General Contractor | Date |

Submit with Bid
MINORITY / WOMAN/DISADVANTAGED BUSINESS ENTERPRISES

REQUEST FOR WAIVER

Upon exhausting all known sources and making every possible effort to meet the minimum requirements for DBE participation, the Contractor may seek relief from these requirements by filing this form (completed) NO LATER THAN FIVE (5) working days following the bid opening. Failure to comply with this process shall be cause the bidder to be rejected, thereby rendering the contractor not eligible for award of the contract.

General Information

Project Title: __________________________________________ Location: ____________________________

Bid Opening (time/date): _________________________________ Location: ____________________________

Bidder: ____________________________________________________________________________________

Mailing Address: ____________________________________________________________________________

____________________________________________________________________________

Contact Person: _____________________________________________________________________________

Telephone No.: (            )                                                                      Ext.

Minimum Requirements

The contractor must show that good faith efforts were undertaken to comply with the percentage goals, as specified. The bidder seeking relief must show that such efforts were taken appropriately, in advance of the time set for opening bid proposals, to allow adequate time for response(s) by submitting the following: (please check all that apply and attach applicable documentation)

A. A detailed record of the effort made to contact and negotiate with minority, woman or disadvantaged business enterprises, to include:

(  ) 1. Names, addresses and telephone numbers of all such companies contacted;
(  ) 2. Copies of written notice(s) which were sent to DBE potential subcontractors prior to bid opening;
(  ) 3. Copies of advertisements prior to bid opening, as appearing in general publications, trade-oriented publications, and applicable minority/women focused media detailing the opportunities for participation;
(  ) 4. A detailed statement as to why each subcontractor contacted (a) was not willing to do the job or (b) was not qualified to perform the work as solicited; and
(  ) 5. In the case(s) where a negotiated price could not be reached, the bidder should detail what efforts were made to reach an agreement on a competitive price
(  ) 6. Contractor certifies that 100% of the project is to be carried out with his/her own workforce. no subcontractors are to be utilized.
B. The Agency may require the contractor to produce such additional information, as it deems appropriate and may obtain whatever other information it deems necessary to reach a conclusion from any source.

C. No later than fifteen (15) days after receipt of all necessary information and documentation, a decision will be made in writing to the bidder. If the waiver request is denied, the facts upon which a denial is based will be set forth. A contractor who is dissatisfied with the decision may then appeal that decision to the Equal Opportunity Employment Agency.

Certification

The undersigned herewith certified that the above information and appropriate attachments are true and accurate to the best of my ability, and that I have been authorized to act on behalf of the bidder in this matter.

__________________________________________                     Date

(authorized original signature)

Submit to: Equal Employment Opportunity Compliance Officer
133 William Street, Room 208
New Bedford, MA 02740

To be completed by the City of New Bedford’s EEO

Bid Date

Date Received by EEO   Initials
**Commonwealth of Massachusetts**

**Request for Verification of Taxation Reporting Information**

(*Massachusetts Substitute W-9 Format*)

Pursuant to IRS regulations, vendors & customers must furnish their Taxpayer Identification Number (TIN) to the Commonwealth. Vendors must complete, sign, and return this form before payments may be made.

**LEGAL NAME** (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I below. (See Specific Instructions on the back page.)

**BUSINESS NAME** - If different from the above. (See Specific Instructions on the back page)

**LEGAL ADDRESS** – Number, Street, and apt. or suite no., Town, State and ZIP code.

**REMITTANCE (PAYMENT) ADDRESS** (If different from the above) Number, Street, and apt. or suite no., Town, State and ZIP code.

**PHONE #**

**FAX #**

<table>
<thead>
<tr>
<th>PART I - Taxpayer Identification Number (TIN) Verification</th>
<th>PART III - Update to existing W-9 Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter your Taxpayer Identification Number (TIN) in the appropriate box. Enter either SSN OR EIN. DO NOT ENTER BOTH. (See PART II.)</td>
<td>A Request for Verification of Taxation Reporting Information has been previously filed with the Commonwealth under this TIN. This form will replace that form. Please attach supporting documentations specified in instructions on the back page under Updates.</td>
</tr>
</tbody>
</table>

**PART II – What Name and Number to give to the requester (one type of account box MUST be checked)**

<table>
<thead>
<tr>
<th>TYPE OF ACCOUNT</th>
<th>NAME</th>
<th>TIN</th>
<th>ORGANIZATION TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>o Individual</td>
<td>The Individual Name</td>
<td>SSN</td>
<td>I</td>
</tr>
<tr>
<td>o Sole Proprietorship</td>
<td>The Individual Name- The Owner</td>
<td>SSN or EIN</td>
<td>I</td>
</tr>
<tr>
<td>o Corporate</td>
<td>The corporation (including Canada &amp; Mexico)</td>
<td>EIN</td>
<td>C</td>
</tr>
<tr>
<td>o Partnership</td>
<td>The Partnership</td>
<td>EIN</td>
<td>P</td>
</tr>
<tr>
<td>o A valid trust, estate, or pension trust</td>
<td>Legal entity. List first and circle the name of the legal trust, estate or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)</td>
<td>EIN</td>
<td>T</td>
</tr>
<tr>
<td>o Association, club, religious, charitable, educational, or other tax-exempt organization.</td>
<td>The Organization</td>
<td>EIN</td>
<td>O</td>
</tr>
<tr>
<td>o A broker or registered nominee</td>
<td>The broker or nominee</td>
<td>EIN</td>
<td>Any of the above except individual</td>
</tr>
</tbody>
</table>
I have read and understand the Commonwealth of Massachusetts Request for Verification of Taxation Reporting Information
Please check this box

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, all information I have supplied is true, correct, and complete.

________________________
Signature

_____ / _____ / ______
Date

_____ / _____ / ______

Please print or type your name & title

_____ / _____ / ______
Date

Revision date 05/01/2000   MA W-9 Form Commonwealth of Massachusetts Request for Verification of Taxation Reporting Information
GENERAL INSTRUCTIONS

(Section references are to the Internal Revenue Code.)

Purpose of Form - A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report payments made to you for the sales of goods & services & real estate transactions. Use the Request for Verification of Taxation Reporting Information (Massachusetts Substitute W-9 Format) to furnish your correct TIN to the Commonwealth and, when applicable, (1) to certify that the TIN you are furnishing is correct (or that you are waiting for a number to be issued).

How To Obtain a TIN - If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local Internal Revenue Service office.

To complete the Request for Verification of Taxation Reporting Information if you do not have a TIN, write “Applied For” in the space for the TIN in Part 1, sign and date the form, and give it to the requester. Generally, you will then have 60 days to obtain a TIN and furnish it to the requester. Note: Writing “Applied For” on the form means that you have already applied for a TIN OR that you intend to apply for one in the near future.

As soon as you receive your TIN, complete another Request for Verification of Taxation Reporting Information, include your TIN, sign and date the form, and give it to the requester.

Penalties

Failure to Furnish TIN - If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding - If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you are subject to a penalty of $500.

Criminal Penalty for Falsifying Information - Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

SPECIFIC INSTRUCTIONS

Name - If you are an individual, you must generally provide the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card and your new last name.

Sole proprietor - You must enter your individual name as shown on your social security card. You may enter your business, trade, or “doing business as” name on the business name line.

Other entities - Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or legal document creating the entity. You may enter your business, trade, or “doing business as” name on the business line.

Foreign Vendors - If you are a nonresident alien or foreign entity not subject to backup withholding, give the requester a completed Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding).

TIN “Applied For” - Follow the instructions under How to Obtain a TIN, sign and date this form.

Signature - The form must be signed to be considered valid.

Privacy Act Notice - Section 6109 requires you to furnish your correct taxpayer identification number (TIN) to persons who must file information returns with IRS to report interest, dividends, and certain other income paid, the acquisition of property. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return.

Organizations Recognized by the Commonwealth as Tax Exempt - Organizations seeking recognition of tax exempt status with the Commonwealth must provide documentation of the organization federal tax exempt status in the form of a ruling or determination letter issued by the Internal Revenue Service (IRS). The Commonwealth recognizes the following IRS tax exempt status organization rulings:

- Section 501© (1 through 23)
- Section 501 (d)
- Section 501(e)
- Section 501 (f)
- Section 501(k)
- Section 521 (a)

For more information on Tax-Exempt status, please:

Updates to the Request for Verification of Vendor/Customer Taxation Reporting Information - If any of the information requested on this form changes (i.e., name or address changes), the payee must submit a new Request for Verification of Taxation Reporting Information with the updated information. Changes to name or TIN must be accompanied by IRS certification of Name & TIN.

If the payee receives notification from the IRS that an information return (i.e., 1099-MISC) was filed on their behalf by the Commonwealth with incorrect spelling of their name and/or incorrect or missing TIN (commonly referred to as a “B-Notice” or IRS Form 8355), the payee must immediately complete a new Request for Verification of Taxation Reporting Information with the corrected information and attach a copy of the IRS Form 8355 to the form.

If the Office of the State Comptroller or a department of the Commonwealth contacts you because the IRS has informed the Commonwealth that a return filed in your behalf has an incorrect spelling of your vendor name and/or incorrect or missing TIN. You must submit a new Request for Verification of Taxation Reporting Information and attach an IRS verification of your TIN and correct (legal) name.

If you have Questions on Completing this Form - Please contact the Office of the State Comptroller.

Phone: (617) 973-2311 or 973-2655

Completion of Form:

Upon completion of this form, please return it to the Commonwealth department you wish to register with for the purpose of doing business.

Revision date 05/01/2000  MA W-9 Form
COMMONWEALTH OF MASSACHUSETTS REGULATIONS
REQUIRED TO BE INSERTED INTO THE
BID PROPOSAL SECTION

A Commonwealth of Massachusetts Certification for Corporate, Firm or Individual-Owned Business Compliance with Massachusetts Tax Returns and Tax Payments

B Commonwealth of Massachusetts Certification for Not Paying a Retainage Fee to Others for Securing This Work

C Commonwealth of Massachusetts Disadvantaged Business Enterprise Set Aside Requirements
COMMONWEALTH OF MASSACHUSETTS

A. BIDDER'S CERTIFICATION REQUIREMENT

The following certification statement will be inserted in the bid documents just above the bidder's signature:

"Pursuant to Massachusetts General Laws, Chapter 62C, Section 62C, Section 49A, I certify under the penalty of perjury that the following firm or corporation, to the best of my knowledge and belief, has filed all Massachusetts Tax Returns and paid all Massachusetts taxes required under law."

DATE:  ______________________________________________________

FEDERAL I.D. NO.  ______________________________________________________

BIDDER'S NAME:  ______________________________________________________

Legal Name of Person, Firm or Corporation

BY:  ______________________________________________________

TITLE:  ______________________________________________________
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COMMONWEALTH OF MASSACHUSETTS

B. BIDDER’S CERTIFICATION REQUIREMENT

The following certification statement is to be signed by the bidder.

I hereby certify that I am a ____________________________ (title of officer of the company) and duly authorized representative of ____________________________ (name of company), who’s address is ____________________________ and that neither I nor the above company I here represent has:

A. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any company or person (other than a bona fide employee working solely for me or the above company) to solicit or secure this Contract,

B. Agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any company or person in connection with carrying out the contract, or

C. Paid, or agreed to pay, to any company, organization, or person (other than a bona fide employee working solely for me or the above company) any fee, contribution, donation, consideration of any kind for, or in connection with, procuring or carrying out the Contract;

I acknowledge that this certification is to be furnished to the Massachusetts Department of Transportation Aeronautics Division and to the Federal Aviation Administration of the United States Department of Transportation, in connection with this Contract involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

Title: ____________________________
COMMONWEALTH OF MASSACHUSETTS

C. DISADVANTAGED BUSINESS ENTERPRISE SET-ASIDE REQUIREMENTS

General
All Federal, State and local DBE forms and documentation including Letters of Intent must be submitted with the bid. Certification of DBE’s under the Massachusetts Unified Certification Program (UCP) is required.

Documents are as follows:
This Page Intentionally Left Blank
LETTER OF INTENT / SCHEDULE OF PARTICIPATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION*

(THIS FORM MUST BE COMPLETED IN FULL & SUBMITTED WITH BID)

AIRPORT _______________________________ PROJECT NO. ______________________________

PROJECT TITLE ______________________________________________________________________________
_______________________________________________________________________________________________

NAME OF GENERAL CONTRACTOR ________________________________________________________________

NAME OF DBE CONTRACTOR** __________________________________________________________________
_______________________________________________________________________________________________

ADDRESS __________________________________________________________________________________________

CITY ___________________________ STATE ___________________________ ZIP CODE ___________________________ PHONE ___________________________

1. The undersigned DBE firm intends to perform work in connection with the above referenced project as:
   Check one:
   _____ an individual             _____ a partnership             _____ a corporation
   _____ a joint venture with _____________________________________________________________
   _____ other _______________________________________________________________________

   attach extra sheets if necessary

2. The undersigned affirms that s/he is a duly authorized official representing the proposed Disadvantaged Business Enterprise and affirms that its certification has not expired nor been revoked.
   (Attach a copy of certification letter.)***

   Check all that apply:
   _____ MBE             _____ WBE             _____ Other _________________________________

   Certification Agency ___________________________ Certification Number _________________________________

3. If awarded the contract, the undersigned intend to enter into a subcontract to perform the work described on the following sheet for the prices indicated.

* For state ASMP projects, DBE includes minority and/or women owned firms as defined and certified by SOMWBA.

** Use a separate form for each DBE firm to be utilized on the project.

*** Certification must be completed prior and submitted with bid. See contract documents and "Instructions to Bidder."
FAA REPORT OF CERTIFIED DBE CONTRACTORS USED ON
AWARDED AND COMMITTED FAA-ASSISTED CONTRACTS

Enter each firm’s information as appropriate

Name of Airport: ________________________________

Name of Recipient: ________________________________

City/State/Zip: ________________________________

Goal Period Dates: ________________________________

Preparer’s Name: ________________________________

Email address and Telephone No: ________________________________

Date Prepared: ________________________________

<table>
<thead>
<tr>
<th>DBE Firm:</th>
<th>Address:</th>
<th>City/State/Zip:</th>
<th>Telephone No:</th>
<th>Type of Work and NAICS:</th>
<th>Dollar Amount of Work:</th>
<th>AIP Grant #s:</th>
</tr>
</thead>
</table>

Disadvantaged Group (check one):

<table>
<thead>
<tr>
<th>Black American</th>
<th>Hispanic American</th>
<th>Native American</th>
<th>Subcontinent American</th>
<th>Asian American</th>
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<tbody>
<tr>
<td>Male ☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>Female ☐</td>
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<tr>
<th>Asian Pacific American</th>
<th>Non-Minority</th>
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</thead>
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<tr>
<td>☐</td>
<td>☐</td>
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<tr>
<td>Male ☐</td>
<td>Male ☐</td>
</tr>
<tr>
<td>Female ☐</td>
<td>Female ☐</td>
</tr>
</tbody>
</table>
**LETTER OF INTENT / SCHEDULE OF PARTICIPATION**

NOTE TO BIDDER: THE DBE GOAL FOR THIS PROJECT SHALL NOT BE LESS THAN **5.77%** (FROM SPONSOR'S DBE PLAN). IF THIS GOAL IS NOT MET, THE BIDDER MUST SUBMIT DOCUMENTATION OF A "GOOD FAITH EFFORT" TO THE SPONSOR, PRIOR TO CONTRACT AWARD, AS OUTLINED BY THE SPONSOR'S DBE PLAN.

<table>
<thead>
<tr>
<th>CONTRACT ITEM NO</th>
<th>DESCRIPTION OF WORK PERFORMED BY DBE CONTRACTOR</th>
<th>ITEM QUANTITY</th>
<th>UNIT PRICE</th>
<th>ITEM AMOUNT</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

TOTAL AMOUNT CREDITED TO DBE CONTRACTOR (ADD ITEM AMOUNTS) **TOTAL $_______________**

PROPOSED TOTAL CONTRACT PRICE **$_______________**

THE TOTAL PRICE TO DBE CONTRACTOR FOR WORK PERFORMED UNDER THIS CONTRACT IS _________% OF THE PROPOSED TOTAL CONTRACT PRICE. (SEE NOTE TO BIDDER ABOVE)

The undersigned certify that they will enter into a formal agreement upon execution of the contract for the above referenced project pursuant to all conditions noted in attached documents, swearing and affirming under the pains and penalties of perjury, that the foregoing information and appropriate attachments are true to the best of their knowledge.

**NAME OF DBE CONTRACTOR**

____________________________________________________

**AUTHORIZED SIGNATURE**

____________________________________________________

**TITLE**

____________________________________________________

**DATE**

____________________________________________________

**NAME OF GENERAL CONTRACTOR**

____________________________________________________

**AUTHORIZED SIGNATURE**

____________________________________________________

**TITLE**

____________________________________________________

**DATE**

III-39
CONTRACTOR CERTIFICATION

As evidenced by the signature of the Contractor’s Authorized signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of any City/Town contract; that pursuant to federal and state requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

________________________________________
Contractor Authorized Signature

______________________________
Printed Name

______________________________
Date

Title__________________________ Telephone:__________________________
Fax:__________________________ Email:__________________________
FOSTERING SMALL BUSINESS PARTICIPATION

<table>
<thead>
<tr>
<th>Sponsor’s Name:</th>
<th>City of New Bedford Airport Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airport Name:</td>
<td>New Bedford Regional Airport</td>
</tr>
<tr>
<td>City, State:</td>
<td>New Bedford, Massachusetts</td>
</tr>
<tr>
<td>AIP Number:</td>
<td>AIP No. 3-25-0034-__-2018</td>
</tr>
<tr>
<td>Federal Fiscal Year:</td>
<td>2018</td>
</tr>
</tbody>
</table>

In accordance with CFR Part 26, Section 26.39 the following detailed list shall be completed by Prime Bidding Contractor for this proposed Construction Work. The Prime Contractor must list all sub-contractors meeting the federal requirement for a Small Business who provided the Prime Contractor with a quote to perform work on this project, regardless if the sub-contractor will be performing the work.

<table>
<thead>
<tr>
<th>Small Business Firms to be Utilized (Name, Address, Phone)</th>
<th>Work to be Performed</th>
<th>Total Estimated Cost of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City, St, Zip</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the firm a Certified DBE?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

| Name                                                       |                      |                             |
| Address                                                    |                      |                             |
| City, St, Zip                                              |                      |                             |
| Telephone                                                  |                      |                             |
| Is the firm a Certified DBE?                               | Yes                  | No                          |

| Name                                                       |                      |                             |
| Address                                                    |                      |                             |
| City, St, Zip                                              |                      |                             |
| Telephone                                                  |                      |                             |
| Is the firm a Certified DBE?                               | Yes                  | No                          |

III-41
<table>
<thead>
<tr>
<th>Name</th>
<th>Work to be Performed</th>
<th>Total Estimated Cost of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
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<tr>
<td>City, St, Zip</td>
<td></td>
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<tr>
<td>Telephone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the firm a Certified DBE?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(DUPLICATE FORM AS NECESSARY)

The following notation is for Sponsor Use Only:

Accepted by: ___________________________ Date: ___________

END OF SECTION III – FORMS FOR PROPOSAL
Section IV
FAA Contract Provisions
FAA CONTRACT PROVISIONS

For

IMPROVEMENTS TO
NEW BEDFORD REGIONAL AIRPORT
NEW BEDFORD, MASSACHUSETTS

1. ACCESS TO RECORDS AND REPORTS BREACH OF CONTRACT TERMS
2. AFFIRMATIVE ACTION REQUIREMENTS
3. BREACH OF CONTRACT TERMS
4. BUY AMERICAN PREFERENCE
5. CIVIL RIGHTS – GENERAL
6. CIVIL RIGHTS – TITLE VI ASSURANCE
7. CLEAN AIR AND WATER POLLUTION CONTROL
8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
9. COPELAND “ANTI-KICKBACK” ACT
10. DAVIS-BACON REQUIREMENTS
11. DEBARMEMENT AND SUSPENSION
12. DISADVANTAGED BUSINESS ENTERPRISE
13. DISTRACTED DRIVING
14. ENERGY CONSERVATION REQUIREMENTS
15. DRUG FREE WORKPLACE REQUIREMENTS
16. EQUAL EMPLOYMENT OPPORTUNITY (EEO)
17. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
18. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
19. PROHIBITION OF SEGREGATED FACILITIES
20. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
21. PROCUREMENT OF RECOVERED MATERIALS
22. RIGHT TO INVENTIONS
23. SEISMIC SAFETY

24. TAX DELIQUENCY AND FELONY CONVICTIONS

25. TERMINATION OF CONTRACT

26. TRADE RESTRICTION CERTIFICATION

27. VETERAN’S PREFERENCE
1. **ACCESS TO RECORDS AND REPORTS**

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

2. **AFFIRMATIVE ACTION REQUIREMENTS**

This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at a manufacturer’s plant (e.g. firefighting and snow removal vehicles).

3. **BREACH OF CONTRACT TERMS**

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

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

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

4. **BUY AMERICAN PREFERENCE**

For Buy American Preference requirement see Section III – Forms for Proposals

5. **CIVIL RIGHTS - GENERAL**

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

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

6. **CIVIL RIGHTS – TITLE VI ASSURANCE**

Compliance with Nondiscrimination Requirements
During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the
interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

7. **CLEAN AIR AND WATER POLLUTION CONTROL**

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

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

8. **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

9. **COPELAND “ANTI-KICKBACK” ACT**

This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles).

10. **DAVIS-BACON REQUIREMENTS**

This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles).

11. **DEBARMMENT AND SUSPENSION**

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMMENT**

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 DEBARMMENT**

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:

2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

12. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

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

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

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

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

14. 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 USC 6201 et seq).
15. **DRUG FREE WORKPLACE REQUIREMENTS**

The Act does *not* apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

16. **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

17. **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.

18. **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

19. **PROHIBITION OF SEGREGATED FACILITIES**

This provision does not apply to equipment projects involving manufacture of the item at a vendor’s manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

20. **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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

21. **PROCUREMENT OF RECOVERED MATERIALS**

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

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

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

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

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

22. **RIGHT TO INVENTIONS**

This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes experimental, developmental, or research work.
23. **SEISMIC SAFETY**

Not Applicable

24. **TAX DELINQUENCY AND FELONY CONVICTION**

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

**Certifications**

a) The applicant represents that it is (✓) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

b) The applicant represents that it is (✓) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

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

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) Months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

25. **TERMINATION OF CONTRACT**

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:

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

documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
reasonable and substantiated expenses to the Contractor directly attributable to Owner’s termination action.

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

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

26. TRADE RESTRICTION CERTIFICATION

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

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.
This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

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

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

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

27. 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 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

END OF SECTION IV - FAA CONTRACT PROVISIONS
Section V
Successful Bidder Forms
SUCCESSFUL BIDDER FORMS

for

PROCURE AND DELIVER EQUIPMENT, TOOLS, AND SUPPLIES (FAA ARFF –CLASS III VEHICLE)

AIP NO. 3-25-0034-XX-2018

City of New Bedford Bid No. 18482511

for the

NEW BEDFORD REGIONAL AIRPORT
NEW BEDFORD, MASSACHUSETTS

DOCUMENTS

☐ Performance Bond
☐ Payment Bond
☐ Notice of Award
☐ Notice to Proceed
☐ Contract Agreement
☐ MassDOT Contract Approval
☐ Contractor’s Guarantee
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PERFORMANCE BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS:

That we, the undersigned, ____________________________________________________________
as Principal, and ____________________________________________________________
a corporation organized and existing under and by virtue of the laws of the State of __________
and duly authorized to transact business in the Commonwealth of Massachusetts, as Surety, are held
and firmly bound unto the New Bedford Regional Airport, New Bedford, Massachusetts, hereinafter
referred to as the Owner, in the penal sum of _______________________________ dollars
($ __________), lawful money of the United States of America, for the payment of which well and truly
to be made the said Principal and the said Surety do hereby bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The condition of the above obligation is such that:

WHEREAS, the said Principal has entered into a written contract with the City of New Bedford,
Massachusetts, for improvements to the New Bedford Regional Airport, under AIP No. 3-25-0034-XX-
2018, Base Bid items plus all selected Additive Alternate Bid Items in conformity with the plans, general
and special conditions, and all other requirements contained in the contract specifications prepared by
Airport Solutions Group, LLC of Burlington, MA, which contract, plans, general and special conditions,
and all other requirements contained in the contract specifications are hereby referred to and made a
part hereof, the same to all intents and purposes as if written at length herein, in which contract the
said Principal has contracted to perform the work specified in said contract in accordance with the terms
hereof;

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the above bonded
Principal shall well, truly, and faithfully perform said contract and any alterations in and additions
thereto and comply with all of the terms and provisions thereof except that no change will be made
which increases the total contract price by more than 25 percent in excess of the original contract price
without notice to the Surety, then this obligation to be void, otherwise to remain in full force and virtue,
and comply; and shall fully indemnify and save harmless the Owner from all damages, claims, demands,
expense and charge of every kind (including claims of patent infringement) arising from any act,
omission, or neglect of said Principal, his/her agents, or employees with relation to said work; and shall
fully reimburse and repay to the Owner all costs, damages, and expenses which they may incur in
making good any default based upon the failure of the Principal to fulfill his/her obligation to furnish
maintenance, repairs or replacements for the full guarantee period provided in the specification
contained herein then this obligation shall be null and void, otherwise it shall remain in full force and
effect.
Further conditions of the foregoing obligations are such that the Principal and Surety will guarantee the work performed under this contract against defects in workmanship performed by the Principal and all defects in materials furnished by him which appear within a period of one calendar year after the final acceptance of the work by the Owner. Under this guarantee, the Principal and Surety shall repair or replace all defective workmanship and material provided by the Principal appearing within one year after the completion and acceptance of the work, at no cost to the Owner.

PROVIDED FURTHER, that 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, or the specifications accompanying the same shall in anywise affect its obligations of this 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.

IN WITNESS WHEREOF, said Principal and Surety have set their hands and seals at ______________, this ___ day of __________ 20__, A.D.

______________________________
Principal (Contractor)

By: ____________________________

Attest: __________________________

(Surety)

By: ____________________________

Attest: __________________________

(SEAL)

(Accompany this bond with Attorney-In-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)
PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS:

That we, the undersigned, ____________________________,
as Principal, and ____________________________,
a corporation organized and existing under and by virtue of the laws of the State of ________,
and duly authorized to transact business in the Commonwealth of Massachusetts, as Surety, are held
and firmly bound unto the New Bedford Regional Airport, New Bedford, Massachusetts, hereinafter
referred to as the Owner, in the penal sum of ______________________ dollars
(100 percent of Contract Value)

($___________), lawful money of the United States of America, for the payment of which well and
truly to be made the said Principal and the said Surety do hereby bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The condition of the above obligation is such that:

WHEREAS, the said Principal has entered into a written contract with the City of New Bedford,
Massachusetts, for improvements to New Bedford Regional Airport, under AIP No. 3-25-0034-XX-2018,
Base Bid items plus the selected Additive Alternate Bid items in conformity with the plans, general and
special conditions, and all other requirements contained in the contract specifications prepared by
Airport Solutions Group, LLC of Burlington, MA, which contract, plans, general and special conditions,
and all other requirements contained in the contract specifications are hereby referred to and made a
part hereof, the same to all intents and purposes as if written at length herein, in which contract the
said Principal has contracted to perform the work specified in said contract in accordance with the terms
hereof;

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the above Principal shall
well, truly, and faithfully satisfy all claims and demands incurred by the Principal in the performance of
said contract and any additions thereto, except that no change will be made which increases the total
contract price by more than 25 percent in excess of the original contract price without notice to the
Surety, then this obligation to be void, otherwise to remain in full force and virtue, and comply; and shall
satisfy all claims and demands incurred in the performance of said contract and shall fully indemnify and
save harmless the Owner from all damages, claims, demands, expense and charge of every kind
(including claims of patent infringement) arising from any act, omission, or neglect of said Principal,
his/her agents, or employees with relation to said work; and shall fully reimburse and repay to the
Owner all costs, damages, and expenses which they may incur in making good any default based upon
the failure of the Principal to fulfill his/her obligation to furnish maintenance, repairs or replacements
for the full guarantee period provided in the specification contained herein and a condition of this bond
shall be that the Contractor shall at all times promptly make payments of all amounts lawfully due to all
persons supplying or furnishing him or his/her subcontractors with labor and materials used or
performed in the prosecution of work provided for in the above contract, and that the undersigned will indemnify and save harmless the Owner for the extent of any and all payments in connection with the carrying out of such contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if the said Contractor fails to fully pay for any labor, materials, team hire, sustenance, provision, provender, gasoline, lubricating oils, fuels, oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or his/her subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount as provided by law.

PROVIDED FURTHER, that 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 the specifications accompanying the same shall in anywise affect its obligations of this 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.

IN WITNESS WHEREOF, said Principal and Surety have set their hands and seals

at __________________________, this ____ of __________, 20__, A.D.

______________________________

Principal (Contractor)

By: ________________________________

Attest: _______________________________

(Surety)

By: ________________________________

Attest: _______________________________

(SEAL)
NOTICE OF AWARD

TO: ______________________________
_______________________________
_______________________________

PROJECT DESCRIPTION

PROCURE AND DELIVER EQUIPMENT, TOOLS, AND SUPPLIES (FAA ARFF --CLASS III VEHICLE)

AIP NO. 3-25-0034-XX-2018

City of New Bedford Bid No. 18482511

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated March 28, 2018 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $ __________________.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR’S PERFORMANCE BOND, PAYMENT BOND and Certificates of Insurance within five (5) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BONDS within five (5) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ___________ day of ______________________, 20__

NEW BEDFORD AIRPORT COMMISSION

Mr. Paul L. Barton
Chairman

ACCEPTANCE OF NOTICE

by ________________________________ this ________ day of ____________, 20__

By: ________________________________
Title: ______________________________
NOTICE TO PROCEED

Date: _______________________

TO: _______________________

_________________________

_________________________

You are hereby notified to commence WORK in accordance with the Agreement dated ________, 20__
on or before ________________, 20__, for the project titled,

PROCURE AND DELIVER EQUIPMENT, TOOLS, AND SUPPLIES (FAA ARFF –CLASS III VEHICLE)

AIP NO. 3-25-0034-XX-2018

City of New Bedford Bid No. 18482511

in accordance with the Contract Documents and your Proposal. The Contractor must complete all work
within Three hundred (300) calendar days of the date of this notice for the Award of the Base Bid and any
Additive Alternates awarded.

NEW BEDFORD AIRPORT COMMISSION

________________________________

Mr. Paul L. Barton
Chairman

ACCEPTANCE OF NOTICE

by ________________________________ this _________ day of __________, 20__

By: ______________________________

Title: ______________________________
CONTRACT AGREEMENT

For

PROCURE AND DELIVER EQUIPMENT, TOOLS, AND SUPPLIES (FAA ARFF –CLASS III VEHICLE)

AIP NO. 3-25-0034-XX-2018

City of New Bedford Bid No. 18482511

NEW BEDFORD REGIONAL AIRPORT

THIS AGREEMENT, made and entered into this ______________________ day of ______________________ 20__, by and between the City of New Bedford, Massachusetts, acting through the New Bedford Airport Commission, hereinafter referred to as the "Owner" and ____________________, hereinafter referred to as the "Contractor."

WITNESSETH:

Article 1. STATEMENT OF THE WORK. The Contractor shall furnish all labor and materials and perform all work for the project titled: PROCURE AND DELIVER EQUIPMENT, TOOLS, AND SUPPLIES (FAA ARFF –CLASS III VEHICLE)) AIP Project No. 3-25-0034-XX-2018, City of New Bedford Bid No. 18482511, with the Contract Documents, and Specifications dated April 2018 prepared by Airport Solutions Group, LLC (Engineer).

The Contractor must complete all work within 300 hundred (300) calendar days of the date specified in the "Notice to Proceed" for the Award of the Base Bid. Liquidated damages will accrue and will be deducted from the contractor’s final payment as outlined in Specification M-001 beyond the performance period in which contract work remains less than complete in the opinion of the Owner.

Article 2. It is hereby further agreed, that, in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amounts certified by the Engineer in accordance with the provisions of this Contract.

Article 3. It is hereby further agreed, that, in the completion of the work and its acceptance by the Owner all sums due the Contractor by reason of his/her faithful completion of the work, taking into consideration additions to or deductions from the contract price by reason of "Force Account" work authorized under this Contract in accordance with the provisions of this Contract, will be paid the Contractor by the Owner after said completion and acceptance. Final acceptance cannot be made by the Owner until any and all proper legal advertisements have been made.

Article 4. It is hereby further agreed that any reference herein to the "Contract" shall include all "Contract Documents" as the same are listed and described in the General Provisions and Proposal of the Specifications, issued in connection with the improvements to, under AIP No. 3-25-0034-XX-2018, and said "Contract Documents" are hereby made a part of this agreement as fully as if set out at length herein.
Article 5. Contract Clauses and Requirements for Construction Contracts.

A. General and Labor Clauses for All Construction Contracts and Subcontracts.

1. Consent to Assignment. The Contractor shall obtain the prior written consent of the Owner to any proposed assignment of any interest in or part of this contract.

2. Convict Labor. No convict labor shall be employed under this contract.

3. Veterans’ Preference. In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

4. Withholding, Owner from Contractor. Whether or not payments or advances to the Owner are withheld or suspended by the FAA or the MassDOT Aeronautics Division, the Owner may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by this contract.

5. Nonpayment of Wages. If the Contractor or any subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, the Owner may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

6. FAA and MassDOT Aeronautics Division Inspection and Review. The Contractor shall allow any authorized representative of the FAA or MassDOT Aeronautics Division to inspect and review any work or materials used in the performance of this contract.

7. Subcontracts. The Contractor shall insert in each of his/her subcontracts the provisions contained in paragraphs 1, 3, 4, 5, 6, and 7 of this section and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

8. Contract Termination. A breach of paragraphs 6, 7 and/or 8 may be grounds for termination of the contract.

Article 6. The Contractor agrees to accept as his/her full and only compensation for the performance of all the work required under this Contract such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor’s Proposal attached hereto and made a part hereof covering all of the items.

Article 7. Liability and Indemnity. The parties mutually agree to the following:

a. To the fullest extent permitted by law, Contractor shall defend, indemnify, and save harmless the Owner, and its respective duly elected or appointed officials, agents including Engineer, and employees (referred to collectively as the “Owner”) from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as “demands”) arising out of or resulting from acts,
errors, or omissions of the Contractor, any subcontractors of the Contractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Contractor or subcontractors, or by an action or omission of any other person for whom Contractor or subcontractors may be liable. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification right of Owner, that otherwise may exist under statute or in law or equity.

b. Contractor assumes full responsibility for relations with subcontractors and Contractor shall defend, indemnify, and save harmless Owner or Engineer from all demands made against Owner and Engineer by any subcontractor, any subcontractor’s agent or employee, or any other person, as the result of any subcontractor’s act, error, or omission that arises out of, results from, or is connected with the performance of this Agreement or any Subsequent Contract and is not otherwise subject to indemnifications under subparagraph “a” above.

c. Contractor shall defend, indemnify, and hold harmless Owner and Engineer from any and all demands relating to wages, overtime compensation, or other employee benefits for work performed in connection with the project, or required by state or federal law, including but not limited to Fair Labor Standards Act and Prevailing Wage Law.

d. The indemnification obligations of Contractor and subcontract shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for Contractor or subcontractor under any federal or state law.

Article 8. Venue and jurisdiction of any action will only be brought in the Circuit Court in and for the appropriate Judicial District Court of the County in which the Owner is located.

Article 9. Attorney Fees, Costs, and Expenses of Litigation. In the event of a breach of this agreement by the Contractor, the Contractor shall pay to the Owner all reasonable attorney fees, costs and other related expenses incurred by the Owner, including costs incurred by the Engineer, in enforcing its rights as a result of said breach. The Owner shall reimburse the Engineer for all such costs.
IN WITNESS WHEREOF, The New Bedford Regional Airport has caused its corporate seal to be hereto affixed and the parties have executed this Agreement, signed this the_______ day of_________ ____________, 20___.

AWARDING AUTHORITY:  CITY OF NEW BEDFORD, MA – NEW BEDFORD AIRPORT COMMISSION

BY:

Jonathan F. Mitchell  
Mayor  

Paul L. Barton  
Chairman, New Bedford Regional Airport Commission

CERTIFIED that fund are available:  

Approved as to form and legality:

BY:

Robert W. Ekstrom  
Auditor  

Shannon Shreve  
Associate City Solicitor

Purchasing Department  

Chief Financial Office

BY:

Susan Bruce  
Director of Purchasing  

Ari Sky  
Chief Financial Officer

CONTRACTOR:

BY:

____________________________________

TITLE:_________________________________
CONTRACT APPROVAL

The Massachusetts Department of Transportation – Aeronautics Division, this ____ day of ___________, 20__ hereby approves this Contract between the New Bedford Regional Airport and ________________________________________ in the amount of $___________________ for construction services in connection with:

PROCURE AND DELIVER EQUIPMENT, TOOLS, AND SUPPLIES (FAA ARFF –CLASS III VEHICLE)

AIP NO. 3-25-0034-XX-2018

City of New Bedford Bid No. 18482511

NEW BEDFORD REGIONAL AIRPORT

This approval is granted in accordance with Section 51K, Chapter 90 of the General Laws of Massachusetts, as amended, and in no way makes the Massachusetts Department of Transportation – Aeronautics Division a party to the Contract and in no way interferes with the right of either principal here above, and is not to be considered as a commitment of funding unless so voted by The Massachusetts Department of Transportation – Aeronautics Division.

__________________________________________
Jeffrey DeCarlo, Administrator
Massachusetts Department of Transportation
Aeronautics Division
CONTRACTOR’S GUARANTEE

WHEREAS _____________________________

                   (Contractor)

OF _____________________________

                   (Address)

herein called “the Contractor” has completed construction of the following project:

Owner: _____________________________ New Bedford Regional Airport Commission

Address of Owner: _______________ 1569 Airport Road, New Bedford, MA 02740

Title of Project:

PROCURE AND DELIVER EQUIPMENT, TOOLS, AND SUPPLIES (FAA ARFF –CLASS III VEHICLE)

AIP NO. 3-25-0034-XX-2018

City of New Bedford Bid No. 18482511

NEW BEDFORD REGIONAL AIRPORT

Location: _____________________________ New Bedford Regional Airport, New Bedford, Massachusetts

Date of Completion: _____________________________

Date Guarantee Expires: _____________________________

Whereas, at the inception of such work the Contractor agreed to guarantee the construction against faulty materials or workmanship for a limited period and subject to the conditions herein set forth:

Now, therefore, the Contractor hereby guarantees, subject to the conditions herein set forth, that during a period of one (1) year from the date of completion of said construction, it will, at its own cost and expense, following receipt of written notice, make or cause to be made such repairs resulting solely from faulty construction or defects in materials or workmanship applied by or through the Contractor as may be necessary to maintain the construction in defect-free condition.

This guarantee is made subject to the following conditions:

1. This guarantee shall not be, or become, effective unless and until the Contractor has been paid in full for all of his/her work.

2. This guarantee runs in favor of the Owner only and is not transferable.

3. Additional Conditions: This Contractor Warranty is in Addition to all other legal and specified Warranties and Guarantees required on the project’s Contract Documents for materials, systems and performance of the manufacturer or supplier.
In Witness Whereof, this instrument has been duly executed this
____________________ day of _____________________________, 2018

____________________________ Company Name

By: _______________________________
    Authorized Signature
    (Seal)

Title: _______________________________

NOTE: Form shall bear seal if Contractor is a Corporation.
Section VI
Supplemental General Provisions
SUPPLEMENTAL GENERAL PROVISIONS

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SUPPLEMENTAL GENERAL PROVISIONS

1. ENUMERATION OF FORMS, SPECIFICATIONS AND PLANS.

The various Forms, Specifications, Plans, and Addenda constitute the Contract Documents as stipulated in Paragraph I of the General Provisions entitled “10-13 Contract”

2. CONTRACT AND CONTRACT DOCUMENTS

The proposed work procure and delivers equipment, tools, and supplies meeting the requirements of an FAA ARFF –Class III vehicle.

The above work shall be performed in accordance with the provisions of the Contract Plans and Specifications.

3. SHOP DRAWINGS

A. Submittals shall include but not be limited to: shop drawings, schedules, samples, and manufacturer’s literature as required by the Specifications or requested by the Engineer.

No work shall be fabricated until such approval has been received. Work performed without shop drawing approval is at the Contractor’s own risk.

B. All submissions shall include a "CONTRACTOR SUBMITTAL FORM" as a cover sheet to the submittal information. For submittals generated from subcontractors, two (2) submittal forms are required, one (1) from the general contractor and one (1) from the subcontractor. Submittals received without the completed submittal form will be returned to the Contractor as incomplete and not reviewed. Contractor submittal forms shall be printed on colored paper of the Contractor’s choice and shall remain the same color throughout the project.

Sample Contractor submittal forms are provided on pages VII-II-1 and VII-II-2.

C. Submissions made directly by subcontractors will not be accepted. All business concerning approval will be conducted through the General Contractor.

The Contractor shall submit for the approval of the Engineer, the following number of submittal copies:

(1) Three (3) copies for the Engineer
(2) Plus the number of copies required by the Contractor/subcontractor

D. Submissions shall be made sufficiently in advance of construction requirements to allow ample time for checking, resubmitting and rechecking without causing delay in the work. Failure to submit shop drawings in a timely manner shall not be considered as a valid reason for a Contract time extension.

E. Each submission, including the submission of subcontractors shall be checked by the Contractor for accuracy and compliance with the Contract Documents. The certification on the submittal form shall constitute as evidence of such checking and coordination. Submissions without this certification will not be considered for review by the Engineer.
Submittal certification shall include one of the following:

1. Submitted "as specified" for the product
2. Submitted "AS EQUAL" to the product specified
3. Submitted "IN SUBSTITUTION" for the product specified
4. "OTHER"

(1) Submitted "as specified" shall mean the Contractor is certifying that the submittal item or system is of the same manufacture and model number, or performance standard as specified. For these items, manufacturer’s data sheets shall be attached to the Contractor submittal form.

(2) Submitted "AS EQUAL" to the product or system specified shall mean the Contractor is certifying the proposed submittal, although supplied by a manufacturer other than the one specified for the item meets or exceeds the physical requirements, specifications, quality, speed, reliability, and/or maintenance costs of the product specified, and is capable of being incorporated into the overall project without design revisions and will perform equally or better than the specified item. For these items, manufacturer’s data sheets shall be attached to the Contractor submittal to demonstrate that the performance, durability and/or maintenance standards of the product are as specified.

(3) Submitted "IN SUBSTITUTION" to the product or system specified means the Contractor is proposing an item or system of different physical requirements, specifications, quality, reliability, and/or maintenance costs, than the product specified. For a submission "IN SUBSTITUTION" of the product or system specified the following information and procedure shall be followed to determine if the Owner's requirements will be satisfied:

a. Design the system to meet or exceed the operational requirements, physical requirements, specifications, quality, reliability, maintenance costs, and ease of operation of the specified system.

b. Submit full Specifications for the system and all components in the form of shop drawings for review by the Owner and the Engineer.

c. Submit a revised design for the system, stamped by a licensed Professional Engineer within the state in which the work is to be performed.

d. Submit revised details for any and all components of the proposed system that are different than those of the specified system. A licensed Professional Engineer within the state in which the work is to be performed shall stamp details.

e. Demonstrate the proposed system to the satisfaction of the Owner and Engineer.

f. Reimburse the Engineer at the rate of $140.00 per hour for Project Managers and $90.00 per hour plus expenses for Project Engineers for all time spent reviewing, discussing and otherwise being involved with the substitute system. The payment shall be made based on an estimate of the time required and shall be paid in advance of the review. If the estimated amount is exceeded, additional amounts must be provided by the Contractor for the review to continue. Upon completion of the review, a summary invoice will be provided to the Contractor indicating the hours spent and amount billed. Any money not spent on the review will be returned to the Contractor.

g. Provide a credit satisfactory to the Owner for any cost savings associated with the substitution. The Contractor should anticipate providing a credit equal to one-half
of the cost differential between the specified system and the system proposed for substitution.

Acceptance of any alternate item or system will be at the discretion of the Owner. Upon acceptance or rejection of a system or component thereof, the Engineer shall provide a written response to the Contractor in the form of a shop drawing review.

(4) Submitted Certified as "OTHER". The Contractor shall provide information to demonstrate the proposed item or system will satisfy the design intent and provide the Owner performance, reliability and maintenance ease over its anticipated service life that exceeds that of the specified product. The final determination of suitability shall be the sole responsibility of the Owner.

F The approval of shop drawing submissions will be general, but approval shall not be construed as permitting any departure from the Contract requirements, or as relieving the Contractor of the responsibility for any errors including details, dimensions, materials, etc.

G The Contractor shall allow for sufficient time within the project schedule for shop drawing review and processing. Items requiring long lead times which impact the start or completion of the project shall be identified, brought to the Engineer's attention and noted on the shop drawing submission. Additional Contract time will not be provided for failure to submit shop drawings for approval in a timely manner.

H The Owner reserves the right to back charge the Contractor for expenses incurred in reviewing and returning incomplete shop drawings. Expenses shall include the costs of the Engineer at the rate of $140.00 per hour for Project Managers and $90.00 per hour plus expenses for Project Engineer’s for the actual time incurred. The Contractor will be provided documentation of the expenses incurred. Contractor back charges will be deducted from payments due to the Contractor. The Owner further reserves the right to back charge the Contractor for all review efforts after two (2) submissions for an item.

4. MATERIALS SERVICES AND FACILITIES

A It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide at no cost to the Owner all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work for the specified item.

B Any work to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

5. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplies used by him/her in the work free from all liens, claims or encumbrances.

6. LUMP SUM AND UNIT PRICES

Only those items for which unit prices are shown in the Bid Form will be considered for separate payment. Compensation for all other work shall be included in the appropriate Contract items.
Quantities listed in the Bid Form are estimated for bidding purposes only and do not necessarily represent the exact amount of work to be done. Payment for unit price items will be based on the unit prices specified or bid and the actual amount of work performed.

7. "OR EQUAL" CLAUSE

Whenever materials are identified on the Plans or in the Specifications by reference to manufacturer's or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the materials so proposed are, in the opinion of the Engineer, of equal substance and function. Such materials shall not be purchased or installed by the Contractor without the Engineer's written approvals.

8. CONTRACT SECURITY

The successful bidder must deliver to the Owner an executed Performance Bond in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the Contract, and also must deliver to the Owner a separate executed Payment Bond in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the payment of all persons performing labor and furnishing materials in connection with this Contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner, and as are authorized to transact business in the State where the proposed project is located. The bonds must be approved by the Owner prior to execution of the formal Contract. On Contracts for materials and equipment only, involving no labor on the site, Performance and Payment Bonds will not be required unless expressly so stated.

9. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

1. that he/she is financially solvent and that he/she is experienced in and competent to perform the type of work or to furnish the plant, materials, supplies or equipment, to be so performed or furnished by him/her; and

2. that he/she is familiar with all Federal, State, municipal and department laws, ordinances and regulations, which may in any way affect the work or those employed therein, including but not limited to, rulings or actions specifically relating to the work or to the project of which it is a part; and

3. that such temporary and permanent work provided by the Contract Documents as is to be done by him/her can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property; and

4. that he/she has carefully examined the Plans, Specifications and site of the work, and that from his/her own investigations, he/she has satisfied themselves as to the nature and location of the work, the character, quality and quantity of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

10. INSPECTION BY OWNER AND PUBLIC AGENCIES

The authorized representatives and agents of the Owner, Airport Manager, FAA, and MassDOT Aeronautics shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. Representatives of the Owner shall have access to the
work wherever it is in preparation or progress and the Contractor shall provide facilities for such access and inspection.

11. REPORTS, RECORDS AND DATA

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, as the Owner may request concerning work performed or to be performed under this Contract.

12. GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year of the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

14. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or registered mail, to the said Contractor as his/her last given address, or delivered in person to said Contractor or his/her authorized representative on the work.

15. PRECONSTRUCTION CONFERENCE

Prior to commencement of any site activities, a Pre-Construction Conference will be held by the Airport Manager as the Sponsor’s representative who will meet with the the Engineer’s Project Manager, the Vendor’s Project Manager, FAA, MassDOT Aeronautics, and other representatives who are involved and or impacted by the project. The Pre-Construction Conference will be held to discuss the work in general, including administrative matters; to answer any questions of the Engineer or Contractor; to introduce all parties and describe responsibilities, and to resolve any potential problems before the work commences.

16. JOB ADMINISTRATION


17. REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

18. EMPLOYMENT QUALIFICATIONS AND PREFERENCE

No person under the age of sixteen years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make his/her employment dangerous to his/her health or safety, or to the project, shall be employed under this Contract. Provided, that this shall not operate
against the employment of physically handicapped persons, otherwise employable, where such persons
may be safely assigned to work which they can ably perform.

19. OFFICIAL NOT TO BENEFIT

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make,
accept, or approve, or to take part in negotiating, making, accepting, or approving any material supply
Contract or any subcontract in connection with the project, shall become directly or indirectly interested
personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or
inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise
any legislative, executive, supervisory or other similar functions in connection with the project, shall
become directly or indirectly interested personally in this Contract or in any part thereof, any material
supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

20. ARBITRATION

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, except for claims
which have been waived by the acceptance of final payment, which cannot be resolved by mutual
agreement, shall, at the discretion of the Owner, be settled by arbitration in accordance with the
Construction Industry Arbitration Rules of American Arbitration, and judgment upon the award rendered
by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The Contractor shall carry on the work and maintain the progress schedule during the arbitration
proceedings, unless otherwise agreed by him/her and the Owner in writing.

21. SUMMARY OF WORK

The documents enumerated under Supplemental General Provisions - Section I - Enumeration of Forms,
Specifications, and Addenda are intended to describe and illustrate all material, labor, and equipment
necessary to construct and complete the work of this Contract. The Contractor shall take no advantage of
any error or omission in the Plans, or any discrepancy between the Plans and Specifications, and the
Engineer will make such correction and interpretations as may be deemed necessary for the fulfillment of
the Plans and Specifications as prepared by him/her, and his/her decisions shall be final.

22. GOOD FAITH EFFORTS

APPENDIX A TO PART 26 –GUIDANCE CONCERNING GOOD FAITH

I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a bidder must, in order
to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this
requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for
participation by DBE firms sufficient for this purpose. Second, even if it doesn’t meet the goal, the
bidder can document adequate good faith efforts. This means that the bidder must show that it took all
necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their
scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient
DBE participation, even if they were not fully successful.

II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good
faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable
judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important
for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder
has made. The efforts employed by the bidder should be those that one could reasonably expect a
bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to
meet the DBE Contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE Contract
requirements. We emphasize, however, that your determination concerning the sufficiency of the firm’s good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions, which you should consider as part of the bidder’s good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE’s who have the capability to perform the work of the Contract. The bidder must solicit this interest within sufficient time to allow the DBE’s to respond to the solicitation. The bidder must determine with certainty if the DBE’s are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder’s responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the Plans and Specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

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

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor’s standing within its industries, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor’s efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women Contractor’s groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

49 CFR Part 26 Section 26.53

(a) When you have established a DBE Contract goal, you must award the Contract only to a bidder/offeror who makes good faith efforts to meet it. You must determine that a bidder/offeror has made good faith efforts if the bidder/offeror does either of the following things:

(1) Documents that it has obtained enough DBE participation to meet the goal; or

(2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so. If the bidder/offeror does document adequate good faith efforts, you must not deny award of the Contract on the basis that the bidder/offeror failed to meet the goal. See Appendix A of this part for guidance in determining the adequacy of a bidder/offeror’s good faith efforts.

(b) In your solicitations for DOT-assisted Contracts for which a Contract goal has been established, you must require the following:

(1) Award of the Contract will be conditioned on meeting the requirements of this section;

(2) All bidders/offerors will be required to submit the following information to the recipient, at the time provided in paragraph (b)(3) of this section:

   (i) The names and addresses of DBE firms that will participate in the Contract;

   (ii) A description of the work that each DBE will perform;

   (iii) The dollar amount of the participation of each DBE firm participating;

   (iv) Written documentation of the bidder/offeror’s commitment to use a DBE subcontractor whose participation it submits to meet a Contract goal;

   (v) Written confirmation from the DBE that it is participating in the Contract as provided in the prime Contractor’s commitment; and

   (vi) If the Contract goal is not met, evidence of good faith efforts (see Appendix A of this part); and

(3) At your discretion, the bidder/offeror must present the information required by paragraph (b)(2) of this section –

   (i) Under sealed procedures, as a matter of responsiveness, or with initial proposals, under Contract negotiation procedures; or
(ii) At any time before you commit yourself to the performance of the Contract by the bidder/offeror, as a matter of responsibility.

(c) You must make sure all information is complete and accurate and adequately documents the bidder/offeror’s good faith efforts before committing yourself to the performance of the Contract by the bidder/offeror.

(d) If you determine that the apparent successful bidder/offeror has failed to meet the requirements of paragraph (a) of this section, you must, before awarding the Contract, provide the bidder/offeror an opportunity for administrative reconsideration.

   (1) As part of this reconsideration, the bidder/offeror must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

   (2) Your decision on reconsideration must be made by an official who did not take part in the original determination that the bidder/offeror failed to meet the goal or make adequate good faith efforts to do so.

   (3) The bidder/offeror must have the opportunity to meet in person with your reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

   (4) You must send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or made adequate good faith efforts to do so.

   (5) The result of the reconsideration process is not administratively appealable to the Department of Transportation.

(e) (1) You must require that a prime Contractor not terminate for convenience a DBE subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without your prior written consent.

(2) When a DBE subcontractor is terminated, or fails to complete its work on the Contract for any reason, you must require the prime Contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal you established for the procurement.

(3) You must include in each prime Contract a provision for appropriate administrative remedies that you will invoke if the prime Contractor fails to comply with the requirements of this section.

(g) You must apply the requirements of this section to DBE bidders/offerors for prime Contracts. In determining whether a DBE bidder/offeror for a prime Contract has met a Contract goal you count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

49 CFR Part 26 Section 26.55

(a) When a DBE participates in a Contract, you count only the value of the work actually performed by the DBE toward DBE goals.

   (1) Count the entire amount of that portion of a construction Contract (or other Contract not covered by paragraph (a)(2) of this section) that is performed by the DBE’s own forces. Include the cost of supplies and materials obtained by the DBE for the work
of the Contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime Contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted Contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its Contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE’s subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture count a portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the work Contract that the DBE performs with its own forces toward DBE goals.

(c) Count expenditures to a DBE Contractor toward DBE goals only if the DBE is performing a commercially useful function on that Contract.

(1) A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of a Contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

(4) When DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut the presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(5) Your decision on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks its owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.

(5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

(6) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1) (i) If the material or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the Specifications.

(2) (i) If the material or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the Specifications and required under the Contract are brought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provide in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers’ own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
(C) Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

(f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the Contract do not count the firm’s participation toward any DBE goals, except as provided for in §26.87 (i).

(g) Do not count the dollar value of work performed under a Contract with a firm after it has ceased to be certified toward your overall goal.

(h) Do not count the participation of a DBE subcontractor toward the prime Contractor’s DBE achievements or your overall goal until the amount being counted toward the goal has been paid to the DBE.
FEDERAL AVIATION ADMINISTRATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid Specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of ______% DBE utilization on this Contract.

_____ The bidder/offeror (if unable to meet the DBE goal of ______%) is committed to a minimum of ______% DBE utilization on this Contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror’s firm:____________________________________________________

State Registration No.__________________________________________________________

By:_____________________________________  _____________________________
     Signature      Title
FEDERAL AVIATION ADMINISTRATION

LETTER OF INTENT

Name of bidder/offeror’s firm:____________________________________________________
Address:_____________________________________________________________________
City:__________________________State:__________________________Zip:_____________

Name of DBE firm:_____________________________________________________________
Address:_____________________________________________________________________
City:__________________________State:__________________________Zip:_____________
Telephone:______________________________

Description of work to be performed by DBE firm:
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $_________________________.

Affirmation

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

By:_____________________________________  _____________________________
   Signature      Title

If the bidder/offeror does not receive award of the prime Contract, any and all representatives in this Letter of Intent and Affirmation shall be null and void.

(Submit separate forms for each DBE subcontractor.)
23. PAYMENT
Payment shall be made after inspection, approval and acceptance of the work and receipt of the Contractor’s request for payment on FAA Form 5100-8 and Form 5100-9.

The Contractor shall complete and deliver eight (8) copies of which all shall be deem originals of the request for payment, all DBE forms and all associated documentation and certified payrolls to the Engineer. Only one request for payment will be accepted for each thirty (30) day calendar period.

24. DEFINITIONS

24.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the City of New Bedford. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance of services by Authorized Representative(s) of the City to insure that the goods or services are complete and are as specified in the Contract.

24.2 Contract Documents: All the documents making up the “Contract” as defined in this Supplemental General Provision Section – enumeration of Forms, and Specifications. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract. In the event there is a conflict between the Contract and the General Conditions or Supplemental General Provisions and the Bid documents, the Bid documents shall supersede and control.

24.3 The Contractor: The “other party” to any Contract with the City. This term shall (as the sense and particular Contract so require) include, Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term “Contractor” shall be understood to refer to any other such label used.

24.4 Goods: Goods, Supplies or Materials.

24.5 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Plans or Specifications of this work, but does not include one who merely furnishes material not so worked.

24.6 Work: The services or materials contracted for, or both.

25. SUBJECT TO APPROPRIATION
Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the City is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the City Treasurer.

26. PERMITS AND APPROVALS
It is the Contractor's responsibility to secure, obtain and pay for any Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract.

27. THE CONTRACTOR'S BREACH AND THE CITY'S REMEDIES

27.1 Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the City of New Bedford shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, cure or cover the breach and/or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of the
Contract including damages and specific performance, and the right to select one or more of the remedies available to it.

27.2 Attorney’s Fees: in the event that any dispute arises concerning this Contract or in the event of any claim, suit, action, proceeding, either judicial or administrative in nature, as a result of a default, delay, breach, wrongdoing, action or inaction of the Contractor, then the Contractor shall be liable for and shall pay for all reasonable costs, fees and expenses of the City including expenses for hiring experts and for attorney’s fees at the rate of $150.00 per hour. The obligations created herein arise regardless of whether an administrative proceeding, arbitration or litigation is commenced and shall include consultation, advice or counsel sought from any attorney or expert in connection with any such default, delay, breach, wrongdoing, action or inaction of the Contractor.

28. TERMINATION

The following shall constitute default or material breach of this Contract by the Contractor entitling the Owner to the remedies described in paragraph 39.

(1) any material misrepresentation made by the Contractor;

(2) any failure by the Contractor to perform any of its obligation under the Contract including but not limited to (i) failure to commence performance at the time specified or if not specified, in a reasonable time, (ii) failure to complete the Contract on time, (iii) failure to perform the work in a manner to the reasonable satisfaction of the Owner, (iv) failure to re-perform, cure or correct performance services or delivery of goods which were rejected by the Owner, (v) discontinuance of services, or (vi) violation of any provision of this Contract and in strict conformity with the Specification.

The City may terminate this Contract in whole or in part when and if the Mayor determines that termination would be in the best interest of the City. The Mayor’s determination shall be in writing and delivered to the Contractor. If the Contract is terminated under this section the Contractor shall be entitled to be paid for goods delivered, services rendered and work completed in accordance with the Contract and accepted by the Owner before such termination.

29. AMENDMENTS/MODIFICATION

29.1 No officer, official or employee of the Owner shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind the Owner by making any promise or representation not contained herein except by an amendment, in writing, executed in the same manner as this Agreement is executed. The Contractor may not rely on any conduct, statements, action, inaction or course of conduct of the employees or officers of the other party as having changed, modified, or amended this Agreement, the Owner shall not be construed as waiving any provision of this Agreement unless the waiver is executed in writing as an amendment to this Agreement. No waiver by the Owner of any default or breach shall constitute a waiver of any subsequent default or breach. Forbearance or indulgence in any form or manner by the Owner shall not be construed as waiver nor shall it limit the legal or equitable remedies available to it.

30. STATUTORY COMPLIANCE

30.1 This Contract will be construed and governed by the provisions of applicable State and local laws and regulations; and whenever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of state or local law or regulation, then the
provisions of law and regulation shall control. Where applicable to the Contract, the provisions of General Laws are incorporated by reference into this Contract, including but not limited to the following:

Chapter 30B (Procurement of Goods and Services); Chapter 30, Sections 39A through 39G, Section 39I, Section 39J, Sections 39L through 39P, Section 39R, and Section 40; and Chapter 149, Section 25, Section 26, Section 27, Section 27B, Section 27F, Section 29, Sections 29A through 29C, Section 30, Section 34; Section 34A; Section 34B, Section 44J, and Section 129A.

30.2 Whenever applicable law mandates the inclusion of any term and provision into a municipal Contract, this Section shall be understood to import such term as provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

30.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs, damages and expenses arising therefrom.

30.4 The Contractor shall keep itself fully informed of all existing and future state laws and Association by-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the material used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the Plans, Specifications or Contract for this work in violation of any such law, by-law, regulations, order or decree, the Contractor shall forthwith report the same in writing to the Owner. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and Subcontractors to observe and comply with all such existing and future laws, bylaws, regulations, orders and decrees; and shall protect and indemnify the City of New Bedford, and its duly appointed agents against any Claim or liability arising from or based on any such law, bylaw, regulation or decree.

31. CONFLICT OF INTEREST

Both the City and the Contractor acknowledge the applicability of the State Conflict Of Interest Law (General Laws Chapter 269A) to the relationship(s) established by this Contract. This Contract expressly prohibits any activity that shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this Contract; and by executing the Contract Documents, the Contractor certifies to the City that neither it nor its agents or subcontractors are thereby in violation of General Laws Chapter 268A.

32. DISCRIMINATION

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination), and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

33. ASSIGNMENT

Assignment of this Contract is prohibited, unless assignment is provided for expressly in the Contract Documents.
34. CONDITION OF ENFORCEABILITY AGAINST THE CITY

This Contract is only binding upon, and enforceable against, the City if, (1) the Contract is signed by the Mayor or Acting Mayor in the Mayor’s absence; (2) endorsed with approval by the City Treasurer/Collector as to Appropriation or availability of funds; (3) endorsed with approval by the City Council as to form; (4) signed by the City officer, department head or board chairman of the department making the Contract; and (5) it has been formed and executed in accordance with municipal ordinances and state laws.

35. CORPORATE CONTRACTOR

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk’s Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be – accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the City of New Bedford unless and until the Contractor complies with this section.

The Contractor (and Subcontractors), if a foreign corporation shall comply with the provisions of the General Laws, Ch. 181, Sections 3 & 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

36. LIABILITY OF PUBLIC OFFICIALS

To the full extent permitted by law, no official, employee, agent or representative of the City shall be individually or personally liable on any obligation of the City under this Contract.

37. NOTICE

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service of three (3) business days after the date of a certified or registered mailing properly addressed. Notice to/from the Contractor shall be deemed sufficient only if sent to the New Bedford Airport Commission at the following addresses:

City of New Bedford
Purchasing Department, Room 208
Department Head
City Hall
133 William Street
New Bedford, Massachusetts 02740

New Bedford Regional Airport
1569 Airport Road
New Bedford, Massachusetts 02746

38. BINDING ON SUCCESSORS

This Contract shall be binding upon the Contractor, its assigns; transferees, and/or successors in interest (and where not to corporate, the heirs and estate of the Contractor).
39. COMPLETE CONTRACT

This instrument, together with its endorsed supplements, and the other components of the Contract Documents, constitutes the entire Contract between the parties, with no agreements other than those incorporated herein.
II  PROJECT FORMS
CONTRACTOR SUBMITTAL FORM
(GENERAL CONTRACTOR)

Job Name: ___________________________________________

AIP No. ______________________________________________

Airport Solutions Group Job No. __________________________

Contractor: __________________________________________

Address: _____________________________________________

Contractor’s Contact: ___________________ Phone Number: ______________________

Reviewed By: ___________________ Date Submitted: __________________

☐ Check here if submittal is from a subcontractor

Item No.: _____________________________________________

Specification Section and Paragraph: _______________________

CERTIFICATION

I HEREBY CERTIFY that the attached submittal has been reviewed under the terms of the Contract Documents and is in conformity with the requirements of the plans and specifications unless specifically noted otherwise. It is understood that the Contractor is responsible for dimensions and quantities to be confirmed and correlated at the site, for information that pertains solely to the fabrication process or to the means, methods, techniques, sequences and procedures of construction, and for coordination of the Work of all trades.

☐ 1- Submitted as specified

☐ 2 - Submitted "AS EQUAL" to the product specified

☐ 3 - Submitted "IN SUBSTITUTION" to the product specified

☐ 4 - Subcontractor submittal form included

☐ 5 - Other

Description of Submittal Components: _______________________

_____________________________________________________

For additional comments attach and number additional pages.
CONTRACTOR SUBMITTAL FORM
(SUBCONTRACTOR)

Job Name: __________________________________________

AIP No. ____________________________________________________________________________

Airport Solutions Group Job No. ____________________________________________________________________________

Subcontractor: __________________________________________

Address: __________________________________________

Subcontractor’s Contact: __________________________ Phone Number: __________________________

Reviewed By: __________________________ Date Submitted: __________________________

☐ Check here if submittal is from a subcontractor

Item No.: __________________________________________

Specification Section and Paragraph: __________________________________________

CERTIFICATION

I HEREBY CERTIFY that the attached submittal has been reviewed under the terms of the Contract Documents and is in conformity with the requirements of the plans and specifications unless specifically noted otherwise. It is understood that the Contractor is responsible for dimensions and quantities to be confirmed and correlated at the site, for information that pertains solely to the fabrication process or to the means, methods, techniques, sequences and procedures of construction, and for coordination of the Work of all trades.

☐ 1- Submitted as specified

☐ 2 - Submitted "AS EQUAL" to the product specified

☐ 3 - Submitted "IN SUBSTITUTION" to the product specified

☐ 4 - Subcontractor submittal form included

☐ 5 - Other

Description of Submittal Components: __________________________________________

________________________________________

For additional comments attach and number additional pages.

END OF SECTION VI – SUPPLEMENTAL GENERAL PROVISIONS

VI-28
Section VII
MassDOT Form E3
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**PROJECT EXPENDITURE REPORT**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

(This form must be completed in full and submitted by the contractor with each request for payment.)

**PROJECT:** ______________________________________________________

**DBE CONTRACTOR** ___________________________________________

**MASSDOT PAYMENT VOUCHER NO.**

**TOTAL DBE CONTRACT PARTICIPATION** $________________

**PERCENTAGE OF CONTRACT**

<table>
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<tr>
<th>CONTRACT ITEM NO</th>
<th>DESCRIPTION OF WORK PERFORMED BY DBE CONTRACTOR</th>
<th>ITEM QUANTITY</th>
<th>UNIT PRICE</th>
<th>ITEM AMOUNT</th>
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**TOTAL AMOUNT REQUESTED BY DBE THIS INVOICE (ADD ITEM AMOUNTS)** $____________

**TOTAL AMOUNT PREVIOUSLY REQUESTED BY DBE** $____________

**TOTAL AMOUNT REQUESTED BY DBE TO DATE** $____________

The undersigned certifies that the DBE Contractor has successfully completed the above referenced work associated with this project and further assures that said DBE Contractor will be paid in full for the amount indicated above for said services.

**Contractor**

**Signature**

**Date**

Approved By:

**DBE Contractor**

**Signature**

**Date**

VII-1
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END OF SECTION VII – MASSDOT FORM E3
Section VIII
Technical Specifications
ITEM M-001 SUMMARY OF WORK AND SPECIAL WORK REQUIREMENTS

CONTRACT DOCUMENTS

001-1.1 This section of these specifications is a part of the Contract documents as defined in the FAA General Provisions. All applicable parts of the balance of the Contract Documents are equally as binding for this as for all other sections.

001-1.2 General. The special requirements set forth in this section of these specifications shall govern any aspect of the contract work where such requirements are deemed applicable by the Owner or the Engineer. The purpose of these requirements is to ensure that the contract work does not damage private property or create hazards to aircraft operations, and point out special coordination, the contractual responsibilities of the Contractor, and schedule conditions of which the Contractor should be aware. It shall be the Contractor's responsibility to conduct all work in strict accordance with the special requirements set forth herein and to fully cooperate with the Owner and the Engineer in every way necessary to fulfill the purposes of these requirements as set forth above.

001-1.3 Description of Work.

Project Title:
Procure and Deliver Equipment, tools, and Supplies (FAA ARFF-Class III Vehicle)

Project No.:
AIP No. 3-25-0034-XX-2018

Project Location:
New Bedford Regional Airport
1569 Airport Road
New Bedford, Massachusetts 02746

Project Owner:
New Bedford Airport Commission

Project Sponsors:
City of New Bedford, Airport Commission
Federal Aviation Administration (FAA)
Massachusetts Department of Transportation – Aeronautics Division (MassDOT)

Scope:
The purpose of this project is the procurement of Equipment, tools, and supplies meeting the requirements for use in an FAA ARFF vehicle Class III. The project will also provide all mounting systems and deliver to the ARFF vehicle manufacturer.

001-1.4 Project Duration. Upon execution of the contract, the Owner will issue a written "Notice To Proceed" which will specify an effective date for the Contractor to begin work at the site. All work under this Contract must be completed within 300 (300) calendar days of the date specified in the "Notice To
Proceed” for the Award of the Bid. The Vendor of the equipment, tool, and supplies is required to closely coordinate with the ARFF vehicle manufacturer and shall ensure that the vehicle manufacturer receives all equipment, tools, and supplies, and mounting systems 60 calendar days prior to the delivery date of the vehicle. The vehicle manufacturer has a maximum of 400 calendar days to deliver the completed vehicle.

It is anticipated that work covered by this contract will be awarded in the fall of 2018. FAA guidance precludes the delivery of a vehicle in less than 360 days.

It shall be understood that it is the Contractor’s responsibility to request a stoppage in contract time, if required. Further, it is understood that if it is determined to be in the best interest of the Owner and the Airport, the request for a contract time stoppage can and will be denied. During a contract time stoppage, no work may commence in any work areas until a request is made to resume work and contract time, with the exception of maintenance of erosion controls. If work is performed without an official restart of the contract time, it is agreed that the work performed is at the Contractor's expense and is not eligible for measurement of payment. It shall be understood that it is the Contractor’s responsibility to request resumption in contract time.

It shall be clearly understood that the contract time is contractual and if the time is exceeded liquidated damages will be assessed, in accordance with Item M-001-1.13. Request for additional contract time will only be granted under the following:

a. Additional work authorized by change order.

b. Delays or postponements of critical path work per the approved construction schedule as requested by the Owner.

c. Material delivery delays, which are documented and are beyond the Contractor’s control. Material delivery delays, which are not documented, and not accounted for or identified in the Contractor's schedule, will not be considered for a valid justification to extend the contract time.

001-1.5 Sequence of Work. The Contractor shall prepare and submit all required documentation following the issuance of the NTP and shall commence with the manufacturing of the vehicle immediately afterward. Key components requirements in sequencing the work includes but is not limited to:

a. Notice to Proceed to be issued in the Fall of 2018.

001-1.6 Submittals. Upon receipt of the NOTICE OF AWARD of the contract, the Contractor shall submit all appropriate schedules, shop drawings, material certifications and equipment data sheets in accordance with relevant sections of these specifications. These submittals shall be provided prior to the commencement of manufacturing. Once approvals have been obtained, the Contractor shall order all necessary equipment and materials and shall notify the Engineer of their receipt.

The Contractor will be required to utilize the project submittal form contained within the supplemental general provisions. Failure to use the submittal form will result in submittals be returned as incomplete.

The Notice to Proceed may not be issued until all shop drawings and key submittals have been received and approved.

The vendor is reminded that all components used are subject to the “Buy America” clause. The vendor shall be prepared to prove and defend the use of non-American made products.

001-1.7 Overall Work Schedule. The Contractor shall be required to submit a proposed schedule of how the work will be accomplished over the contract period including identifying workforce and component
delivery times. This schedule shall be developed using project management software (Microsoft Project or equal). The schedule shall identify critical path work. This overall schedule shall be submitted at least 7 calendar days prior to the mandatory Pre-Construction Conference at which time the Contractor will be required to review it with all parties. If so requested, the Contractor shall make modification to the schedule as to minimize disruption to Airport operations. The overall construction schedule is subject to the approval of the Airport and the Engineer. See Item M-001-1.XX MEETINGS for additional requirements. The Notice to Proceed will not be issued until the Contractor’s schedule has been received and approved.

The Contractor shall be required to update this overall schedule throughout the project and to provide updated copies to the Engineer for review on a monthly basis.

001-1.8 Monthly Schedules Required. To facilitate the specific requirements and intent of this section, the Contractor shall prepare and submit monthly, a schedule of for review and discussion. The schedule shall be given to the Engineer by the end of the workweek preceding the month covered by the schedule. The schedules shall be subject to the approval of the Engineer, and shall include as a minimum, the following:

a. Major work items to be accomplished.
b. Status of component manufacturing and delivery.
c. Other information requested by the Owner or Engineer.

The Engineer may disallow work not included in the current work schedule.

001-1.9 Liquidated Damages. If the work remains incomplete after the times and dates specified in project plans for the completion of work, the Contractor shall pay the Owner as liquidated damages per the schedule provided below. It shall be understood that the payment of liquidated damages are contractual and by signing the contract the Contractor has agreed to the conditions and amounts specified.

a. Total Contract Time. The Contractor agrees to pay the Owner the sum of two hundred and fifty dollars ($250.00) per day for each and every calendar day that the work remains incomplete after the allocated total project calendar days under Item 001-1.6 above and as described in the FAA General Provisions.

The Contractor awarded this project will not be subjected to any additional liquidated damages other than those described in these specifications.

001-1.10 Record Documents.

a. The vendor shall prepare and delivery to the owner two complete sets of "As-Built" information in hardcopy format and on CD’s as required in Section 3.1.1 Manuals of the Procurement Specification. These include technical manuals, operator’s manuals, service manuals, and parts manual. The vendor shall also include copies of all warranties, training manuals and aids, and contact information for both local and factory representatives.
001-1.11 Meetings.

a. Mandatory Pre-manufacturing Conference. Prior to commencement of any activities, a Mandatory Pre-Manufacturing Conference will be held by the Airport Manager as the Sponsor’s representative who will meet with the Engineer’s Project Manager, the vendor’s representative, FAA, MassDOT Aeronautics, New Bedford Fire Department, and other representatives who are involved and or impacted by the project. The Pre-Construction Conference will be held to discuss the work in general, including administrative matters; to answer any questions of the Engineer or Vendor; to introduce all parties and describe responsibilities, and to resolve any potential problems before the work commences. If the vendor does not have a local representative, attendance via phone is acceptable.

In addition, the Contractor shall provide sufficient copies of their overall project schedule to distribute to all meeting participants. The overall project schedule shall be produced per Item 001-1.7 and 1.8

The Engineer will schedule the Pre-Construction Conference and notify all parties a minimum of fourteen (14) calendar days prior to the conference.

b. Monthly Project Meetings. The Engineer will host a monthly project meeting at the Airport Manager’s Office. This meeting will be open to all representatives as listed above in the Pre-Construction Conference. It is a mandatory requirement for the Vendor’s representative. If the vendor does not have a local representative, attendance via phone is acceptable.

001-1.12 Required Submittals. The following items must be submitted to the Engineer as part of this project (along with all other submittal specifically referenced in the contract plans and specifications):

a. Project Schedule;

b. Insurance Certificates;

c. Record documents;

d. Buy America Documentation or waiver requests;

e. Disadvantaged Business Enterprise Participation Worksheets;

001-1.13 Shop Drawings, Certifications and Other Submittals. The Contractor shall submit shop drawings, certifications and other submittals as indicated within individual specification sections.

METHOD OF MEASUREMENT

001-2.1 No separate measurement of payment will be made for the provisions of facilities or the compliance with requirements under this section of these specifications unless otherwise noted in this specification section. The provision of facilities and compliance with requirements covered by this section of these specifications shall be considered incidental to the various items of work specified hereinafter, and all costs in connection with such provisions and compliance shall be included in the various unit and lump sum prices bid for the work items specified under other sections of these specifications.

END OF ITEM M-001
ITEM M-002 EQUIPMENT, TOOLS, AND SUPPLIES (FAA ARFF-CLASS III VEHICLE)

DESCRIPTION

002-1.1 This item shall consist of furnishing all labor, equipment and materials necessary to supply Equipment, tools, and Supplies meeting the requirements to outfit an FAA ARFF –Class III Vehicle. This item shall also include delivery of the material to the ARFF vehicle manufacturers’ site.

All work will be done in strict conformance with these specifications.

MATERIALS

002-2.1 Equipment, Tools, and Supplies (FAA ARFF-Class III Vehicle). The Equipment, Tools, and Supplies shall meet the requirements that are standard and necessary to outfit an FAA ARFF-Class III Vehicle and shall be as according to the requirements set forth in the ANCILLARY EQUIPMENT LIST, attached as Appendix 1 to this Specification. All equipment, tools, and supplies shall conform to AC 150/5210-14 (latest version), AIRCRAFT RESCUE FIRE FIGHTING EQUIPMENT, TOOLS, and CLOTHING. Specified brand and model numbers are identified to provide a minimum quality standard, substitutions are allowed with approval. Equipment listed without a specific vendor shall be manufactured specifically for use on FAA ARFF vehicles and manufactures literature shall be submitted verifying it appropriateness for ARFF purposes.

The Vendor is required to submit literature for all components listed in appendix 1.

Substitutions for the radio/communications systems will be at the discretion of the Airport and will only be allowed if the substituted systems will work with the City’s system.

002-2.2 Decals and Identification. Manufacturer shall apply the airport’s name, and insignia, on equipment as shown below and shall meet the requirement of A/C 150/5210-14 (latest edition). Exact details shall be coordinated with the Airport prior to application. The following equipment shall be labeled

- Protective coats
- SCBA gear
- Helmets
- Medical kit
The vendor shall label the equipment EWB ARFF

002-2.3 ARFF Vehicle – Class III. The ARFF Vehicle shall be separately procured.

CONSTRUCTION METHODS

002-3.1 Equipment, Tools, and Supplies. The equipment, tools, and supplies shall include all mounting systems, and the vendor shall closely coordinate with the provider of the separately procured ARFF Vehicle. All equipment, tools, and supplies shall be delivered to the vehicle manufacturer for installation by the manufacturer.

METHOD OF MEASUREMENT


BASIS OF PAYMENT

002-5.1 Equipment, Tools, and Supplies (FAA ARFF-Class III Vehicle). Payment for “Equipment, Tools, and Supplies (FAA ARFF-Class III Vehicle)” shall be made at the contract lump sum price for the equipment, tools, and supplies including manufacturing, mounting systems, testing and inspection, packaging, and delivery to the vehicle manufacturer as described in these Specifications. Also, included in measurement shall be all warranty requirements and owner’s manuals.

Payment will be made under: M-002-2
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>M-002-1</td>
<td>Equipment, Tools, and Supplies (FAA ARFF-Class III Vehicle)</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>

**MATERIAL REQUIREMENTS**

AC 150/5210-14, latest version  Aircraft Rescue Fire Fighting Equipment, Tools, and Clothing

**END OF ITEM M-002**
## APPENDIX 1

### Eligible Optional Ancillary Equipment List for ARFF Vehicles

<table>
<thead>
<tr>
<th>Item #</th>
<th>Equipment Description*</th>
<th>Vehicle Class &amp; Quantity Allowed</th>
<th>Ordered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Radio w/public address system w/ Ground to Ground, compatible with existing ARFF Radio System. Includes radio microphone, PA microphone, microphone mounting clips, speaker, antenna, wire harness and mounting</td>
<td>Class I, II &amp; III 1</td>
<td>FIRE RADIO: Motorola APX6500 O5 Control head UHF 450-512MHz Consult NBFD for proper ordering options. AIRCRAFT RADIO: Icom A120. SIREN/PA: Whelen 29SLSA1</td>
</tr>
<tr>
<td>2</td>
<td>Axe, rescue, large, non-wedge type with serrated edge and 36 in fiberglass handle; to include scabbard and pick head cover and mounting equipment</td>
<td>1</td>
<td>No preference</td>
</tr>
<tr>
<td>3</td>
<td>Halligan Bar – 36 in</td>
<td>1</td>
<td>Fire Hooks PB-36</td>
</tr>
<tr>
<td>4</td>
<td>Axe, flat head, fiberglass handle – 36 in with mounting bracket, (for married set w/Halligan Tool)</td>
<td>1</td>
<td>Fire Hooks FA-6</td>
</tr>
<tr>
<td>5</td>
<td>36 in crowbar</td>
<td>1</td>
<td>Estwing Model EWB-36</td>
</tr>
<tr>
<td>6</td>
<td>Cutter, cable, 24 or 36 in</td>
<td>1</td>
<td>Fire Hooks NCCC-28</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Manufacturer</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
<td>----------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>7</td>
<td>Hacksaw, heavy duty, 12 in with pistol grip and six (6) assorted blades</td>
<td>1</td>
<td>Fire Hooks Extrication Hacksaw</td>
</tr>
<tr>
<td>8</td>
<td>Hammer, 1-1/4 lb (Maul)</td>
<td>1</td>
<td>Nupla Model 30015 12&quot;</td>
</tr>
<tr>
<td>9</td>
<td>Hammer, 16 oz, non-sparking</td>
<td>1</td>
<td>AMOCO Model H-2fg</td>
</tr>
<tr>
<td>10</td>
<td>Hammer, Sledge, 8 lb with fiberglass handle</td>
<td>1</td>
<td>Fire Hooks SHF-8</td>
</tr>
<tr>
<td>11</td>
<td>Knife, rescue, V-blade (harness cutting tool)</td>
<td>2</td>
<td>Cleantex Rescue V Blade</td>
</tr>
<tr>
<td>12</td>
<td>Pliers, side cutting, 7 in</td>
<td>1</td>
<td>Irwin</td>
</tr>
<tr>
<td>13</td>
<td>Adjustable wrench, 8 in</td>
<td></td>
<td>Irwin</td>
</tr>
<tr>
<td>14</td>
<td>Vice grip pliers, 10 in</td>
<td>1</td>
<td>Irwin</td>
</tr>
<tr>
<td>15</td>
<td>Plug, fuel line (tapered hardwood)</td>
<td>3</td>
<td>No preference</td>
</tr>
<tr>
<td>16</td>
<td>Plug, fuel line (tapered neoprene)</td>
<td>3</td>
<td>Thexton 312 Plugall</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Brand</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------</td>
<td>----------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>17</td>
<td>Screw driver set—three (3) Phillips and three (3) straight blade</td>
<td>1</td>
<td>Irwin</td>
</tr>
<tr>
<td>18</td>
<td>Shears, sheet metal, straight cut</td>
<td>1</td>
<td>Wiss Aviation tin snips</td>
</tr>
<tr>
<td>19</td>
<td>Tool Bag (heavy duty) with organizer pouches/pockets and shoulder strap to</td>
<td>1</td>
<td>Irwin big foot tool bag</td>
</tr>
<tr>
<td></td>
<td>carry items 6 – 18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Blanket, fire resistant with storage pouch</td>
<td>1</td>
<td>Brooks 650204</td>
</tr>
<tr>
<td>21</td>
<td>Wheel chocks – one set (2 chocks) with mounting brackets</td>
<td>1</td>
<td>Ziamatic SAC-44-E Wheel</td>
</tr>
<tr>
<td></td>
<td>chock</td>
<td></td>
<td>Ziamatic SQCH-44-H Holder</td>
</tr>
<tr>
<td>22</td>
<td>Ladder, extension or “A-Frame”, up to 24 ft overall length with mounting</td>
<td>1</td>
<td>Little Giant Defender 22</td>
</tr>
<tr>
<td></td>
<td>brackets.</td>
<td></td>
<td>foot</td>
</tr>
<tr>
<td>23</td>
<td>Portable rechargeable, weatherproof, intrinsically safe hand-held</td>
<td>2</td>
<td>Koehler Lighthawk Gen 2</td>
</tr>
<tr>
<td></td>
<td>lanterns having a minimum 25,000 beam candle power rating with straps.</td>
<td></td>
<td>model 07672</td>
</tr>
<tr>
<td></td>
<td>Chargers to be mounted in cab wired into vehicle electrical system for</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>charging.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Pike pole, 8 ft with fiberglass handle and mounting hardware</td>
<td>1</td>
<td>Fire Hooks NHFG-8</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Notes</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
<td>----------</td>
<td>-------</td>
</tr>
<tr>
<td>25</td>
<td>Pike Pole with 4 ft “D” handle and mounting hardware</td>
<td>1</td>
<td>Fire Hooks NHFG-4 with “D” handle.</td>
</tr>
<tr>
<td>26</td>
<td>Rescue kit, pneumatic air hammer / chisel standard duty type), complete with spare air cylinder, carrying case and various tips.</td>
<td>1</td>
<td>Ajax 711RK standard duty kit, AIR CYLINDERS: Scott Carbon Cylinders 60 minute 4500 psi</td>
</tr>
<tr>
<td>27</td>
<td>Rescue saw, 14 in complete with 2 Diamond blades for metal. Including mounting hardware. ****</td>
<td>1</td>
<td>Husqvarna K970 14 inch. BLADES: Team Equipment Piraya diamond blade model PIR-14fd</td>
</tr>
<tr>
<td>28</td>
<td>Rope, 100 ft – 5/8 in Dia.</td>
<td>2</td>
<td>New England rope 5/8 Kernmanlte rescue rope</td>
</tr>
<tr>
<td>29</td>
<td>Fire extinguishers having a minimum 20 B/C UL rating of either dry chemical or clean streaming agent with mounting brackets.</td>
<td>2 or 1 Each</td>
<td>Amerex</td>
</tr>
<tr>
<td>30</td>
<td>Fire extinguisher Class D powder (30 Lb.) with mounting bracket</td>
<td>1</td>
<td>Amerex</td>
</tr>
<tr>
<td>31</td>
<td>Skin penetrator (piercing applicator) for water or foam application, manual type or Skin penetrator, water, foam or dry chemical application, pneumatic type including carry case, applicator and air</td>
<td>1</td>
<td>Akron Model 1088 6 foot piercing nozzle</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Model/Part Numbers</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------</td>
<td>-----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>32</td>
<td>Powered firefighting hydraulic rescue tool with cutters, spreaders, (or combination tool), ram and power unit, hoses and mounting hardware (may be heavy duty battery operated) ****</td>
<td>1</td>
<td>Hurst EDraulic spreader SP555E2, Cutter 700E2, Ram R421E2</td>
</tr>
<tr>
<td>33</td>
<td>Heavy duty canvas hydrant bag with straps</td>
<td>1</td>
<td>R&amp;B Fabrications Model RB-442RD</td>
</tr>
<tr>
<td>34</td>
<td>Gate valve 2 ½ in</td>
<td>2</td>
<td>Elkhart X-86A NST Threads</td>
</tr>
<tr>
<td>35</td>
<td>Female gated reducing wye. 2 ½ in Female x (2) 1 ½ in Male</td>
<td>1</td>
<td>Elkhart B100-A NST Threads</td>
</tr>
<tr>
<td>36</td>
<td>Adjustable hydrant wrench capable of accommodating up to a 1.75 in. (4.4-cm) pentagon nut and up to a 1.25 in. (3.2-cm) square nut</td>
<td>1</td>
<td>Elkhart S-454</td>
</tr>
<tr>
<td>37</td>
<td>2-1/2 in. spanner wrenches w/ bracket</td>
<td>2</td>
<td>Akron 2447</td>
</tr>
<tr>
<td>38</td>
<td>1 in. spanner wrenches w/ bracket</td>
<td>2</td>
<td>Akron W-AK-46</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Notes</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>39</td>
<td>LDH spanner wrenches w/ mounting bracket</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Reducer, non-swivel – 2 ½ in to 1 ½ in***</td>
<td>2</td>
<td>Redhead Style 35 aluminum NST threads</td>
</tr>
<tr>
<td>41</td>
<td>Double female couplings – 1 ½ in***</td>
<td>1</td>
<td>Redhead Style 35 aluminum NST threads</td>
</tr>
<tr>
<td>42</td>
<td>Double female couplings – 2 ½ in***</td>
<td>1</td>
<td>Redhead Style 35 aluminum NST threads</td>
</tr>
<tr>
<td>43</td>
<td>Double male couplings – 1 ½ in***</td>
<td>1</td>
<td>Redhead Style 35 aluminum NST threads</td>
</tr>
<tr>
<td>44</td>
<td>Double male couplings – 2 ½ in***</td>
<td>1</td>
<td>Redhead Style 35 aluminum NST threads</td>
</tr>
<tr>
<td>45</td>
<td>1 ¾ in x 50 ft Rubber / Synthetic, with 1 ½ in NST couplings</td>
<td>6</td>
<td>Ponn Supreme 800 (3 blue, 3 orange)</td>
</tr>
<tr>
<td>46</td>
<td>1 ½ in hand line nozzle, with pistol grip and bail</td>
<td>2</td>
<td>Elkhart Pistol Grip B-375-GAT 1 ½&quot; Swivel 15/16 bore. NOZZLE TIP: 4000-19 75/150 with twist shut off.</td>
</tr>
<tr>
<td>47</td>
<td>Digital Refractometer (1) per station</td>
<td>1</td>
<td>ANSUL hand held PA202</td>
</tr>
<tr>
<td>48</td>
<td>Foam tank drum wrench tool (1) per station</td>
<td>1</td>
<td>1 Scotty 4578-YF</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Brand or Model</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
<td>----------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>49</td>
<td>5 gal pail wrench (1) per station</td>
<td>1</td>
<td>Scotty 4578-YF</td>
</tr>
<tr>
<td>50</td>
<td>Full spine board, 6 ft w/ 4 -9 straps</td>
<td>1</td>
<td>Kiefer 16” Rescue spine board w/ straps</td>
</tr>
<tr>
<td>51</td>
<td>Positive pressure, variable speed, 18 in gasoline powered fan ****</td>
<td>1</td>
<td>Blowhard BH-20 (Can’t find a gas powered variable speed fan)</td>
</tr>
</tbody>
</table>

**All Personal Protection Equipment (PPE) to be part of a matching ensemble that meets current NFPA 1971, standards**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Brand or Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>52</td>
<td>Aluminized proximity reflective/radiant heat protection coats, with bellow and radio pockets with microphone tab – sizes to be provided to awarded vendor **</td>
<td>3 pr</td>
<td>Globe G-Xtreme with Aluminized PBI outer shell.</td>
</tr>
<tr>
<td>53</td>
<td>Aluminized proximity reflective/radiant heat protection trousers with pockets and exchangeable knee re-enforcements - sizes to be provided to awarded vendor**</td>
<td>3 pr</td>
<td>Globe G-Xtreme with Aluminized PBI outer shell.</td>
</tr>
<tr>
<td>54</td>
<td>ARFF aluminized proximity gloves which provides reflective/radiant heat protection w/</td>
<td>3 pr</td>
<td>Shelby 5200FDP</td>
</tr>
<tr>
<td>Item</td>
<td>Details</td>
<td>Qty. per Jump Kit</td>
<td>Mooremedical Item #</td>
</tr>
<tr>
<td>------</td>
<td>---------</td>
<td>------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>55</td>
<td>leather palms – sizes to be provided to awarded vendor**</td>
<td>3 pr</td>
<td>Honeywell Ranger 6220 16 inch ARFF boot</td>
</tr>
<tr>
<td>56</td>
<td>ARFF boots, rubber, with pull on loops, toe and cushioned shin guard, sizes to be provided to awarded vendor.**</td>
<td>3</td>
<td>Scott AP-75, AV3000 face piece</td>
</tr>
<tr>
<td>57</td>
<td>Complete SCBA including 1 30 minute bottle, 1 face piece and PASS device. Must meet current NFPA 1981 Standard and match customer’s standard fittings.**</td>
<td>3</td>
<td>Honeywell Life Guard W-HD-213 Tan</td>
</tr>
<tr>
<td>58</td>
<td>Nomex hoods **</td>
<td>3</td>
<td>Bullard ARFF Fire Helmet</td>
</tr>
<tr>
<td>59</td>
<td>Structural style helmets w/ aluminized shrouds and gold-coated face shield **</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

**ARFF Vehicle Medical Kit – 1 Stocked Kit Per Vehicle – All Classes**  
(Medical kit, first aid/first responder trauma kit, with shoulder strap.)

<table>
<thead>
<tr>
<th>Item Jump Kit</th>
<th>Details</th>
<th>Qty. per Jump Kit</th>
<th>Mooremedical Item #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bag Valve Mask Resuscitator Adult Kit</td>
<td>To include – 1 Small – 1 Medium -1 Large</td>
<td>1 kit</td>
<td>Mooremedical Item #81050</td>
</tr>
<tr>
<td>#</td>
<td>Description</td>
<td>Quantity</td>
<td>Item Code</td>
</tr>
<tr>
<td>----</td>
<td>--------------------------------------</td>
<td>----------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>60</td>
<td>Bag Valve Mask Resuscitator Child / Infant Kit</td>
<td>1 kit</td>
<td>Mooremedical Item #81051</td>
</tr>
<tr>
<td>61</td>
<td>1 Disposable Airway Kit</td>
<td>1 Kit</td>
<td>Mooremedical Item #82114</td>
</tr>
<tr>
<td>62</td>
<td>1 Burn sheet</td>
<td>1</td>
<td>Mooremedical Item #16940</td>
</tr>
<tr>
<td>63</td>
<td>Adhesive Bandages 1” x 3”</td>
<td>25</td>
<td>Mooremedical Item #31404</td>
</tr>
<tr>
<td>64</td>
<td>ABD Pads 5” x 9”</td>
<td>2</td>
<td>Mooremedical Item #13876</td>
</tr>
<tr>
<td>65</td>
<td>Multi Trauma Dressing 12” x 30”</td>
<td>1</td>
<td>Mooremedical Item #13873</td>
</tr>
<tr>
<td>66</td>
<td>Sterile Gauze Pads 4” x 4”</td>
<td>25</td>
<td>Mooremedical Item #08252</td>
</tr>
<tr>
<td>67</td>
<td>Sterile Eye Pads</td>
<td>4</td>
<td>Mooremedical Item #88630</td>
</tr>
<tr>
<td>68</td>
<td>Petroleum Gauze 3” x 9”</td>
<td>2</td>
<td>Mooremedical Item #32025</td>
</tr>
<tr>
<td>69</td>
<td>Sterile Roller Bandage 4”</td>
<td>5</td>
<td>Mooremedical Item #80878</td>
</tr>
<tr>
<td>70</td>
<td>Sterile Roller Bandage 6”</td>
<td>5</td>
<td>Mooremedical Item #80879</td>
</tr>
<tr>
<td>71</td>
<td>Waterproof Tape 1”</td>
<td>2</td>
<td>Mooremedical Item #96315</td>
</tr>
<tr>
<td>72</td>
<td>Waterproof Tape 2 “</td>
<td>1</td>
<td>Mooremedical Item #17528</td>
</tr>
<tr>
<td>73</td>
<td>Triangular Bandages</td>
<td>2</td>
<td>Mooremedical Item #59950</td>
</tr>
<tr>
<td>74</td>
<td>Elastic Bandage 3”</td>
<td>2</td>
<td>Mooremedical Item #80855</td>
</tr>
<tr>
<td>75</td>
<td>Elastic Bandage 4”</td>
<td>2</td>
<td>Mooremedical Item #80856</td>
</tr>
<tr>
<td>76</td>
<td>BP Cuff</td>
<td>1</td>
<td>Mooremedical Item #99348</td>
</tr>
<tr>
<td>77</td>
<td>Stethoscope With Bell for</td>
<td>1</td>
<td>Mooremedical Item #66248</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Item Number</td>
</tr>
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<td>Instrument Pack</td>
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<td>Mooremedical Item #89897</td>
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<td>Mooremedical Item #68725</td>
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<td>81</td>
<td>Nitrile Gloves</td>
<td>5</td>
<td>Mooremedical Item #14282</td>
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<td>82</td>
<td>Sterile Water</td>
<td>1 bottle</td>
<td>Mooremedical Item #69383</td>
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*All tools, equipment and Personal Protective Equipment must meet standards stated in this list and/or found in FAA Advisory Circular 150/5210-14B, “Aircraft Rescue Fighting Equipment, Tools and Clothing”

**All Personal Protective Equipment (PPE) must meet current NFPA 1971 standards

***Large diameter adapter thread type to be provided to successful bidder