

**Request for Proposals
Two Power Sweepers
for FOD Removal**

**Bid Opening Date:
September 14, 2017**

**Bid Opening Time:
3:00 PM (AST)**



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**NOTICE
REQUEST FOR PROPOSALS**

Two Power Sweepers for FOD Removal

Aerostar Airport Holdings, LLC (“Aerostar”) is the airport sponsor of the Luis Muñoz Marín International Airport located in San Juan, Puerto Rico. Aerostar is requesting submissions of proposals for the acquisition of **two (2) Power Sweepers for FOD Removal** as described in the Request for Proposal (“RFP”).

Proposals will be received by Aerostar until 3PM (AST) – September 14, 2017 (Bid opening date)

Any documents received after this submittal deadline will not be considered. Submittal documentation will be received by Aerostar at our office located on the arrivals level of the Luis Munoz Marin International Airport, or through any courier service at:

Sealed Bid- Power Sweepers
Bid of (Name of Bidder)
To be opened on: September 14, 2017
Attn: Nelman Nevarez
Aerostar Airport Holdings, LLC
Luis Muñoz Marín International Airport
Terminal D Ground Level
Carolina, P.R. 00981

The RFP may be obtained by visiting <http://aerpuertosju.com/en/public-notice/rfp/> It can be requested through email to rfps@aerostarairports.com or may be received in person at Aerostar’s reception area. For questions, please contact rfps@aerostarairports.com.

Aerostar reserves the right to waive any proposal irregularities, informalities, or technical deficiencies. Aerostar reserves the right to reject any and all proposals for any reason whatsoever, to award or refrain from awarding a contract, to advertise for new proposals, or cancel the process in its entirety.

Aerostar, 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.

END OF NOTICE FOR REQUEST FOR PROPOSALS

INSTRUCTIONS TO BIDDERS

Bid Documents

The Bid Documents are hereby defined as the following:

- Notice- Request for Proposals (Invitation)
- Instructions to Bidders
- Supplementary Provisions
- Technical Specifications (Procurement Specifications)
- Agreement
- Bid Form
- Bid Bond
- Non-Collusion Affidavit
- Buy America Certification
- All authorized addenda issued by Aerostar Airport Holdings, LLC (“Aerostar”)
- Any document incorporated in whole or in part by reference in any of the documents above

All documents comprising the Bid Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful bidder. Bidders acknowledge and agree that they will abide by all terms, conditions and obligations contained in the Bid Documents.

Bidder Representations

By submittal of a bid, the Bidder represents the following:

- The Bidder has read and thoroughly examined all Bid Documents.
- The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of the project.
- The Bidder has found no errors, conflicts, ambiguities or omissions in the Bid Documents, except as previously submitted in writing to Aerostar that would affect cost, progress or performance of the work.
- The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the Agreement and the project work.
- The Bidder has complied with all requirements of these instructions and the associated Bid Documents.

Corrections or Modifications to Bid Documents

Modifications to the Bid Documents may only be made by written addendum issued prior to the execution of the Agreement by Aerostar. Verbal explanations, interpretations or comments shall not be construed as binding.

Errors and Discrepancies in Bid Documents

Should Bidder find an error, discrepancy, ambiguity or omission in the Bid Documents prior to submittal of a Bid, the Bidder is obligated to contact Aerostar with written notice of the error, discrepancy, ambiguity or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity or omission. Corrections or modifications to the Bid Documents will only be made by written addendum as prescribed herein.

Information, Clarifications and Interpretations

A Bidder requiring information, a clarification or interpretation of the Bid Documents shall make a written request to Aerostar through email to: rfps@aerostarairports.com

Form of Bid

All bids shall be made on the forms provided in the Bid Documents. No Bidder may submit more than one bid. All bids are to be written in ink or typed, and shall be clearly legible. All blank spaces in the bid forms shall be legibly completed for each and every bid item. The Bidder shall initial in ink any erasures and alterations made on the bid form by the Bidder.

The Bidder shall state the price of their bid in U.S. dollars and cents in both written and numerical format. In the event of a discrepancy, the written value will take precedence.

The time for delivery must be stated in definite terms and may be a factor in making an award, price notwithstanding.

Shipping/Freight on Board (FOB) Point

All prices are to be quoted FOB destination, delivered and installed as required at the Luis Muñoz Marin International Airport, Carolina, Puerto Rico. Bidder agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this bid, which occur prior to delivery to Aerostar. Such loss or destruction shall not release Bidder from any obligation hereunder.

Signature of Bid

The Bid shall be signed and dated by an authorized representative of the Bidder. The Bidder's representative shall have the legal authority to obligate and bind the Bidder to the terms and conditions of the Bid Documents. Said authority must be properly documented.

Modification or Withdrawal of Bid

A Bidder may modify or withdraw their bid at any point up to the specified time and date identified for bid opening. Any modification to a Bidder's bid, subject to the time constraint noted above, must be made on the bid forms contained in the Bid Documents. The Bidder's authorized representative must sign the modification. Withdrawal of a Bid may be made, subject to the time constraint noted above, only with written confirmation under signature of the Bidder.

Buy American Certification

Bidders 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.

Bid Guaranty

Each Bid must be accompanied by a Bid Guaranty in the form of: a) a certified check or cashier's check made payable to the order of Aerostar Airport Holdings, LCC, or b) a Bid Bond issued by a surety company acceptable to Aerostar and duly authorized and licensed for such undertaking in Puerto Rico. The check or bond shall be in the amount of no less than ten percent (10%) of the aggregate of the Base Bid and the total of all alternates. The check or bond submitted shall be

submitted with and shall accompany the bid envelope in a separate sealed envelope labeled "Bid Guaranty". The Bid Guaranty shall not be a limit of damages in the event of the failure or refusal of the successful Bidder to enter into a contract. Failure to submit the Bid Guaranty as required herein may, in the sole discretion of the Aerostar, be grounds for disqualification of the Bidder. An individual surety or sureties will not be accepted. The Bid Bond shall name Aerostar Airport Holdings as obligee.

Exceptions/Deviations

Bids that have, as their basis, an item or items that do not meet or exceed one or more of the requirements of the Technical Specifications (Procurement Specifications) as set forth in the Bid Documents shall be accompanied by a written explanation listing the specification page number, paragraph number and requirement, identifying the non-conforming feature or item, and detailing why the feature or item should be considered as meeting or exceeding the requirements. Aerostar shall be the sole judge of whether or not an apparently non-conforming item is acceptable and should be deemed conforming to the bid specifications.

Submission of Bids

Bids shall be mailed or hand delivered to arrive prior to the specified time and date for bid opening. Bids received by fax or e-mail will not be considered. Bids received after the specified time will not receive consideration. Bids shall be enclosed in a sealed envelope. The envelope shall be marked as follows:

Sealed Bid- Power Sweepers
Bid of (Name of Bidder)
To be opened on: September 14, 2017
Attn: Nelman Nevarez
Aerostar Airport Holdings, LLC
Luis Muñoz Marín International Airport
Terminal D Ground Level
Carolina, P.R. 00981

The bid envelope shall contain the following documents, all duly executed and signed:

- **Bid Form**
- **Bid Bond**
- **Non-Collusion Affidavit**
- **Buy America Certification**
- **Supplementary Provisions**

Bid Protest Procedure

Prior to the bid opening date, any Bidder or potential Bidder wishing to file a protest concerning alleged improprieties in this request for proposal must submit the protest in written format to Aerostar five (5) calendar days prior to the specified time for bid opening. The formal written protest must identify the name of contractor contesting the solicitation and the specific grounds for the protest.

After bid opening, any bidder wishing to file a protest concerning this solicitation must submit

the protest in written format to Aerostar within five (5) calendar days of the Notice of Award. Any protest lodged after such time will not be considered. The formal written protest must identify the name of contractor contesting the solicitation and the specific grounds for the protest.

Bid Opening

All bids submitted prior to the stated time and date for opening of bids will be publicly opened and read aloud by Aerostar. Bidders, their authorized representatives, and other interested parties are invited to attend. Bids submitted after the stated time and date for bid opening will be automatically rejected without consideration.

Evaluation of Bids

Bids may be held by Aerostar for purposes of review and evaluation for a period not to exceed ninety (90) calendar days from the stated date for opening of bids. During this evaluation period, bidders agree to honor the stated price(s) without adjustments. Bidder shall honor its bid for the duration of this period of review and evaluation. The Bid Guaranty will be held by Aerostar until this period of review has expired or an agreement has been formally executed.

Bid Informalities and Irregularities

Aerostar reserves the right to waive any informality or irregularity discovered in any bid.

Cancellation of Award

At any time prior to execution of an agreement, Aerostar reserves the right to cancel the award for any reason whatsoever and without any liability for such cancellation.

Notice of Award

It is the intent of Aerostar, after a period of review and evaluation, to execute an agreement to purchase the Power Sweepers from the successful bidder. The successful bidder will be informed that their bid has been accepted through a Notice-of-Award. The Notice-of-Award shall not be construed as a binding agreement. The proper execution of an agreement shall serve as the binding agreement.

Funding Assistance

Federal funding assistance was requested for this project. Award and execution of agreement is conditioned upon the FAA concurring in the award and providing the funding agreed to by the FAA and Aerostar.

Return of Bid Guaranty

The Bid Guaranty shall be returned to the bidders whose bids are not accepted and to the successful bidder promptly after the execution of the Agreement and the performance of all other conditions precedent to commencement of work under the Agreement.

Agreement

Within fourteen (14) calendar days of the receipt of the formal Agreement, the successful Bidder shall execute the Agreement. Failure to execute the Agreement within the specified time frame may result in the Bid being awarded to the next responsive and responsible Bidder and forfeiture of the first Bidder's Bid Guaranty.

Confidential Information

Aerostar will treat bidders' information and submittals as confidential information to the extent provided by law. Unless required by law, or as ordered through a court or administrative proceeding, Aerostar will not share information about proposals with other bidders and/or potential bidders. Notwithstanding the foregoing, all information submitted will be shared with the Federal Aviation Administration, the Puerto Rico Ports Authority, and any other federal or local agency or entity, as required.

SUPPLEMENTARY PROVISIONS

The project is being undertaken and accomplished by Aerostar Airport Holdings, LLC ("Aerostar") in accordance with the terms and conditions of the Airports Improvements Program ("AIP") administered by the Federal Aviation Administration ("FAA"). For AIP projects, the United States Government has agreed to reimburse Aerostar for some portion of the Contract Sum. Such reimbursement is made from time to time upon Aerostar's request to the FAA. Contractor shall provide to Aerostar all information, reports, documents, and/or certifications requested by Aerostar for the satisfaction of any grant requirements for the project. Contractor shall comply with all applicable laws, regulations, executive orders, policies, guidelines, and requirements for AIP funded projects. Nothing herein shall be construed as making the FAA a party to the Agreement.

Contractor shall abide by terms and conditions of these Supplementary Provisions. In addition, Contractor shall:

- 1) insert these Supplementary Provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
- 2) incorporate the applicable requirements of these Supplementary Provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services; and
- 3) ensure compliance with these Supplementary Provisions by any subcontractor, lower-tier subcontractor or service provider.

Contractor failure to comply with the terms of these Supplementary Provisions may be sufficient grounds to:

- 1) Withhold progress payments or final payment;
- 2) Terminate the contract for cause;
- 3) Seek suspension/debarment; or
- 4) Take other action determined to be appropriate by the Aerostar or the FAA.

ACCESS TO RECORDS AND REPORTS

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

BREACH OF CONTRACT TERMS

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

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor

corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice.

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

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.

GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of

the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

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

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

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

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CERTIFICATION REGARDING DEBARMENT

Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The Contractor, 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. Contractor will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>

2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract

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

DISADVANTAGED BUSINESS ENTERPRISES

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

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

Prompt Payment - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contractor receives from Aerostar. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) 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 Aerostar. This clause applies to both DBE and non-DBE subcontractors.

It is the policy of Aerostar that Disadvantaged Business Enterprise firms ("DBEs") as defined in 49 CFR Part 26 (the "DBE Regulations"), shall have a fair and equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Aerostar, in compliance with 49 CFR § 26, has adopted a program regarding the participation of DBEs on federally-funded projects. Specifically, it is the goal of Aerostar to ensure that, to the extent reasonably possible and consistent with other legal requirements that: (a) DBEs are not discriminated against in the award and administration of contracts; (b) a level playing field is created on which DBEs can compete fairly for contracts; and (c) any barriers to the participation of DBEs in Aerostar's contracts are removed. A copy of this program is available upon request.

Aerostar has not adopted a specific DBE participation goal with respect to this Agreement, but it will monitor DBE participation, and all firms are strongly encouraged to use DBE's. As a matter of responsibility, firms must complete and submit a DBE Utilization Form in the form provided, with its bid. Firms and firms' subcontractors who are submitting bids as DBEs must be certified DBEs in good standing prior to the date proposals are due.

As a condition of the agreement between the parties, the Contractor awarded the contract will be required to report DBE participation efforts. Contractor will list (1) all certified DBE subcontractors who will be working on the project, including work performed by Contractor's

own forces if Contractor is a DBE and (2) the estimated amount of dollars that will be paid to any DBE subcontractor providing services. In addition, Contractor must provide written confirmation from each DBE of its participation in the Contractor's bid. With each request for payment under the Agreement, Contractor will designate how much is paid to DBEs working on the project and submit this information to Aerostar, together with any supporting documentation required by Aerostar. At the completion of the Project, Contractor will be required to complete and submit a final certification of payments to DBE firms.

TEXTING WHEN DRIVING

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation/bid/Agreement 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

CERTIFICATION REGARDING LOBBYING

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

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

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/.

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

- 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.

TERMINATION FOR CONVENIENCE

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:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) 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;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

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

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

TERMINATION FOR DEFAULT

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

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

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

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

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

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

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

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

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

VETERAN’S PREFERENCE

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

Bidder/Contractor certifies that it and its subcontractors have reviewed and understood these Supplementary Provisions, and that it will, at all times, comply with the contractual and legal requirements set forth herein.

Signature

Printed Name

Date

TECHNICAL SPECIFICATIONS

PERFORMANCE.

- **Operational Speeds.** The minimum speeds that FOD removal equipment should operate and collect 90% of FOD (based on the “test/validation objects described in paragraph 5.3.b) is 15 mph (25 km/h). Maximum speeds are limited by airport operations regulations. (Mechanical and non-mechanical systems)
- **Collection Path.**
 - The minimum path for a removal system used during airport operations is 60 in (150 cm) wide.
 - Systems that are used on the airport apron or designed to be mounted on existing airport operations vehicles must have a minimum path 40 in (100 cm) wide.
 - Magnets must be at least 36 in (90 cm) long and 4 in (10 cm) wide. (Mechanical and non-mechanical systems)
- **Retention / Hopper Capacity.**
 - The minimum usable capacity of a power sweeper used during airport operations is 40 cu ft. (1 cu m).
 - For systems mounted on airport operations vehicles, the volume of the truck bed will represent the retention capacity.
- **Testing / Validation.**
 - All FOD removal equipment must be able to demonstrate the ability to collect 90 percent of the items listed in paragraph below, when they are placed in a 10 ft x 10 ft (3 m x 3 m) square on the pavement surface, on one pass of the equipment at a minimum speed of 15 mph (25 km/h). Where specific dimensions and weights are not provided, the purchaser will determine the object properties most characteristic of those found on their airport.
- **Test / Validation Objects.**
 - A metal cylinder measuring 1.2 in (3.1 cm) high and 1.5 in (3.8 cm) in diameter (both ferrous (i.e., magnetic) or non-ferrous metals are acceptable),
 - A sphere, measuring 1.7 in (4.3 cm) in diameter (i.e., a standard size golf ball),
 - A “chunk” of asphalt or concrete,
 - Any portion of a runway light fixture (in-pavement or edge light),
 - A wrench (up to 8 in. (20 cm) in length),
 - A socket (at least 2 in. (5 cm) in length),
 - A piece of rubber from an aircraft tire,
 - A distorted metal strip (up to 8 in. (20 cm) in length),
 - Fuel cap (aircraft or automotive),
 - Lug nut,
 - Hydraulic line (from aircraft or GSE, up to 8 in. (20 cm) in length), and
 - Aircraft fasteners and safety wire.
- **DESIGN STANDARDS.**
- **General.**
 - **Total Life.** FOD removal systems must be designed to perform their intended function for their “total life” period, when maintained according to the manufacturer’s instructions. The “total life” for which the equipment is designed, assuming it is used and maintained in accordance with the manufacturer’s recommendations, must be a minimum of:
 - 20 years, or 200,000 miles (322,000 km), for mechanical systems, excluding consumable parts (e.g. bristles, brooms, and other portions of the collection mechanism)
 - 10 years, or 10,000 miles (16,000 km), for friction mat sweeper equipment and towing hardware. The consumable portions of the system (e.g. friction mat), must

- be capable of operating for at least 2,000 miles (3,000 km) before replacement is needed.
 - 30 years for all other non-mechanical systems.
 - **Environmental.** FOD removal equipment, including all associated outdoor mounted equipment, must be designed to withstand the following climatic conditions and operate without damage or failure:
 - Weather
 - Ambient temperature range: 32 degrees F (0 degrees C) to 123 degrees F (52 degrees C) ambient outdoor air temperature (may be modified by the purchaser if the device is to be used in extreme climates)
 - Relative Humidity: 5% to 90% (may be modified by the purchaser if the device is to be used in extreme climates)
 - General Environment: Dust and airborne hydrocarbons resulting from jet fuel fumes.
 - Components must be protected from mechanical, electrical, and corrosion damage causing impairment of operation due to rain, snow, ice, sand, grit, and deicing fluids.
 - All electric motors, controls, and electrical wiring / equipment placed outdoors must be weatherproof in order to protect the equipment and connections from the elements.
 - All non-moving structural components and materials must be individually and collectively designed and selected to serve the total life requirement under such conditions. Moving or working components, such as tires, motors, brakes, etc. are exempt from this provision.
 - **Safety.** The device must meet the requirements of SAE ARP1247, paragraph 3.8.
 - **Personnel Safety.** The device must meet the requirements of SAE ARP1247, paragraph 3.9, except as provided below.
 - If highway transportability, defined as the capability (of a self-propelled device) to be licensed for operation on public highways, is not specified by the purchaser, the provisions of SAE ARP1247, paragraph 3.9.1 do not apply.
 - If the device is not self-propelled, the provisions of SAE ARP1247, paragraphs 3.9.2 through 3.9.4 do not apply.
 - Noise and Vibration. The device must meet the requirements of FAA HF-STD-001, paragraph 13.5 (Noise) and MIL-STD-1472F, paragraph 5.8.4 (Vibration). The unit must be designed and constructed to prevent parts from working loose in service. It must be built to withstand the stresses, jars, vibrations, and other conditions incident to shipping, storage, installation, and service. Suitable and durable vibration isolators must be used between the engine and structural mounts and to include all other structural mountings to protect the operator, instruments, components, hydraulics, and structure from vibration transmission.
 - Rearview Camera and Monitor System. The vehicle must be equipped with a rearview camera and a monitor system in the cabin to enhance the driver's awareness. In addition, a proximity warning sensors should be installed with audible notification/alert to enhance operational safety and driver's awareness.
 - **Equipment Safety.** The device must meet the requirements of SAE ARP1247, paragraph 3.10. For any device not completely manually operated, a 5 lb (2 kg) BC-rated fire extinguisher must be mounted on the device at a location easily accessible to the operator.
 - **Emergency Operations.** The device must meet the requirements of 49 CFR §38.23(b)(3)) and SAE ARP1247, paragraph 3.9.11. Where there is a conflict with the two documents, the DOT regulations take precedence.

- **Power or Equipment Failure.** The device must meet the requirements of 49 CFR §38.23(b)(4)).
 - **Storage / Security.** All requirements needed to properly store and secure the device must be supplied by the manufacturer.
- **Engines and Related Equipment.**
 - **General.** The vehicle must have a commercially-produced engine that is certified to comply with the Environmental Protection Agency (EPA) and state laws for off-highway emission requirements at the time of manufacture. The engine and transmission must operate efficiently and without detrimental effect to any drive train components when lubricated with standard, commercially available lubricants in keeping with the recommendations of the engine and transmission manufacturers.
 - **Acceleration.** The fully loaded vehicle will accelerate from 0 to 50 miles per hour (mph) on a level paved road within 30 seconds.
 - **Altitude.** Where justified, the vehicle will be designed for operation at 2,000 feet above sea level.
 - **Indicators.** Engines used to drive systems, other than the vehicle propulsion system, must be equipped with a tachometer (green-lined within the correct operating RPM range and red-lined above this range) or automatically governed to prevent over-revving.
 - **Engine Cooling System.** Liquid coolant systems must be rated for the maximum engine loads under the environmental conditions specified by the airport, or at the conditions of maximum intermittent output approved by the engine manufacturer, whichever criterion results in the largest heat transfer capacity. A label will be installed near the engine coolant reservoir reading “Engine Coolant Fill.”
 - **Fuel System.**
 - Engine shall be diesel powered and must be certified for aviation turbine fuel.
 - Alternative fuels, such as bio-diesel, clean diesel, gaseous fuels (natural gas and liquid petroleum gas), alcohols (methanol and ethanol), Jet A, and reformulated gasoline may also be used. Equipment modifications to allow the use of such fuels must conform to manufacturer specifications.
 - Fuel filters. Primary and secondary fuel filters will be provided. Fuel filter elements will be easily replaceable by a mechanic without loss of engine prime.
 - Fuel tank. The fuel tank will have a fill opening readily accessible to personnel standing on the ground and designed to prevent fuel splash while refueling. Each tank will be located and mounted so as to provide maximum protection from damage, exhaust heat, and ground fires. If more than one tank is furnished, means will be provided to assure equalized fuel level in both tanks. An overturn fuel valve will be provided for each tank to prevent spillage in the event of a rollover. Each fuel tank must be prominently labeled with the type of fuel used in the engine.
 - **Exhaust System.** The exhaust system will be constructed of high grade rust resistant materials and protected from damage resulting from FOD impact. Exhaust system outlet(s) will be directed upward or to the rear, away from personnel accessing equipment compartments and the engine air intake, and will not be directed toward the ground. Engine exhaust systems must be provided with flame and spark arrestors.
- **Chassis and Vehicle Components**
 - **Transmission.** A fully automatic transmission will be provided.
 - **Driveline.** If the driveline is equipped with a differential locking control, a warning/caution label will be placed in view of the driver indicating the proper differential locking/un-locking procedures. The operator’s manual will also include a similar warning/caution. All moving parts requiring routine lubrication must have a means of providing for such lubrication. There must be no pressure lubrication fittings where their normal use would damage grease seals or other parts.

- **Axle Capacity.** Each axle will have a rated capacity, as established by the axle manufacturer.
- **Tires and Wheels.** Tires and wheels will be certified by the manufacturer for not less than 25 miles of continuous operation at 60 mph at the normal operational inflation pressure. A spare tire and wheel assembly will be provided; however, the spare tire and wheel assembly are not required to be mounted on the vehicle. Tires will be new. Retreads, recaps, or re-grooved tires are not permitted.
- **Towing Connections.** The vehicle will be equipped with towing connections allowing for the vehicle to be towed fore and aft.
- **Brake System.**
 - The vehicle will be equipped with a braking system in accordance with Federal Motor Vehicle Safety Standard (FMVSS) standards. Vehicles with a Gross Vehicle Weight Ratio (GVWR) above 26,000 lbs will be equipped with air brakes. All components of the braking system will be installed in such a manner as to provide protection from objects liable to strike and cause damage to the brake system components. No part of the braking system will extend below the bottom of wheel rims, to ensure, in case of a flat tire, that the weight of the vehicle will be supported by the rim and the flat tire and not be imposed on any component of the braking system.
 - Braking systems for vehicles with a maximum speed of less than 20 mph (32 km/h) must meet the requirements of Title 49 CFR Part 393, §393.41 and 393.52. The maximum stopping distance in feet must be equal to the design speed in mph.
- **Steering.** The vehicle will be equipped with power steering. The fully loaded vehicle will have a wall to wall turning diameter of less than three times the overall length of the vehicle in both directions.
- **Hopper.** Welded frame mounted, heavy gauge steel, hydraulic cylinders which enable it to dump back, water spray behind the rear wheels, dust separator, in cab upper position light and alarm
- **Cab.** The vehicle will have a fully enclosed door cab of materials which are corrosion resistant, such as aluminum, stainless steel, or glass reinforced polyester construction. Steps and handrails will be provided for all doors. The lowermost step(s) will be no more than 20 inches above level ground when the vehicle is fully loaded. A tilt steering column will be provided.
 - **Windshield and Windows.** The windshield and windows will be of tinted safety glass. Each door window will be capable of being opened far enough to facilitate emergency occupant escape in the event of a vehicle accident.
 - **Instruments and Controls.** All instruments and controls will be illuminated and designed to prevent or produce windshield glare. Gauges will be provided for oil pressure, coolant temperature, and automatic transmission temperature. All device instruments and controls must be located within convenient reach of the seated driver.
 - **HVAC System.** If an HVAC system is specified by the purchaser, enclosed lift systems must meet the requirements of SAE J1503 and FMVSS No. 103. In sections where the two documents may conflict, FMVSS No. 103 takes precedence.
 - **Seats.** The driver seat will be adjustable fore and aft. Each seat will be provided with a Type 2 seat belt assembly (i.e., 3-point retractable restraint) in accordance with Code of Federal Regulations (CFR) 49 CFR Part 571, §571.209.
 - **Windshield wipers and washer.** The vehicle will be equipped with electrically powered windshield wiper(s). The wiper arm(s) and blade(s) will be of sufficient length to clear the windshield area described by Society of Automotive Engineers (SAE) J198, Windshield Wiper Systems - Trucks, Buses, and Multipurpose Vehicles. Individual wiper controls will include a minimum of two speed settings and an intermittent setting. The wiper blades will automatically return to a park position, out of the line of vision. The vehicle will be

equipped with a powered windshield washer system, including an electric fluid pump, a minimum one gallon fluid container, washer nozzles mounted to the wiper arms (wet arms), and a momentary switch.

- **Warning Signs.** Signs that state:
 - "Occupants must be seated and wearing a seat belt when apparatus is in motion" will be provided in locations that are visible from each seated position.
 - A rear mounted "Slow moving vehicle" sign and reflective, triangular emblem shall be supplied for enhanced visibility during sweeping operations (CHEVRON)
- **Electrical / Lighting.**
 - **General.**
 - Lighting must in all cases meet the requirements of AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport, using the standards for airfield service vehicles.
 - Unless otherwise specified, electrical systems incorporating a storage battery must have a nominal rating of 12 or 24V DC.
 - For highway transportability, the vehicle lighting must comply with the appropriate provisions of the Uniform Vehicle Code and Federal Motor Vehicle Safety Standards (i.e. FMVSS Title 23, Chapter 2, Standard No. 108 "Lamps, Reflective Devices, and Associated Equipment"). The following lighting equipment must also be provided:
 - Two sealed-beam headlamps with high and low beams and a beam indicator.
 - Two red combination tail and stop lamps, visible from the rear of the vehicle.
 - Directional turn signals.
 - Dual backup lights controlled by the transmission shift lever.
 - When possible, headlights must be located on the vehicle so that they are 22 in (559 mm) below the operator's eye level.
 - The standard for identification light is a yellow flashing light that is mounted on the uppermost part of the vehicle structure. A steady yellow light designates vehicles limited to non-movement areas. The light must be visible from any direction, day and night, including from the air.
 - **Radio Frequency Equipment**
 - Shall include fixed VHF Aerial Band Digital Radio Frequency Equipment with Speaker and antenna internally wired, including headset.
 - **Battery Powered Devices.**
 - Batteries must be designed to have a minimum life of 3 years when maintained according to the manufacturer's instructions. For design purposes, a frequency of use of 1000 cycles per year must be assumed.
 - A self-contained battery charger with automatic voltage control must be provided. The charging process will require the operator to connect a readily-accessible plug to a standard 110 or 220-volt receptacle, as specified by the purchaser.
 - The battery system must incorporate a battery condition gauge. If a low voltage condition could result in higher amperage flow and motor burnout, then the status-monitoring device must provide a time warning to the operator.
 - **Electromagnetic Interference.** The equipment must meet the current issues of radio suppression specification MIL-STD-461, Class 3D, Requirements for the Control of Electromagnetic Interference Emissions and Susceptibility. It must be capable of operating

through the entire amplitude modulated aircraft radio frequency range of 75 MHz – 136 MHz

- **Hydraulic and Pneumatic.** The following requirements apply to hydraulic systems other than the chassis brake system.
 - Raising and lowering of the system hopper must be accomplished by one person and through two or more hydraulic cylinders, powered by an electric or engine driven pump.
 - Hydraulic fluid must be as recommended by the manufacturers of the hydraulic system components.
 - The materials used for each hydraulic line must be consistent with its application. Fixed lines must be made of high quality steel or stainless steel. Flexible lines must be used only where necessary.
- **IDENTIFICATION AND MARKING.**
 - The device must meet the requirements of SAE ARP1247, paragraph 3.13.9 and AC 150/5220-5, Painting, Marking, and Lighting of Vehicles Used on an Airport, using the standards for airfield service vehicles. The shifting diagram placard specified in SAE ARP1247, paragraph 3.13.9.6 may be provided in a medium other than metal if designated to last for the total life of the equipment. In the event that identification and marking guidance differs between SAE ARP1247 and AC 150/5210-5, AC 150/5210-5 takes precedence.
 - **Painting.** The system must be primed in accordance with accepted industry standards for heavy-duty industrial equipment intended for outdoor use.
 - Sweeper shall be painted chrome yellow using the standards for Airfield Service Vehicles as specified in Appendix A of AC 150/5210-5.
 - To further improve night-time recognition of vehicles, a minimum 8 inches (200 mm) wide horizontal band of high gloss white reflective tape shall be provided around the sweepers perimeter in accordance with the requirements of AC 150/5210-5
 - **Marking.** An identification number on each side and on the roof (the hood should be used if the vehicle has no roof)
 - Side numbers will be a minimum of 16 inches (410 mm) in height and conspicuously located.
 - Roof numbers will be a minimum of 24 inches (610 mm) in height and affixed with their bases toward the front of the vehicle. The identification numbers should provide sharp color contrast to the vehicle color.
 - Aerostar Airport Holdings, LLC logo shall be painted on both side doors
- **Water Dust Suppression System.** Include water tank of 600 gallons' minimum with in cap low level indicator
- **Auxiliary Equipment**
 - Side gutter-brooms attached on left and right side- plastic bristles appropriate for concrete/asphalt pavement, shall be hydraulically actuated tilt.
 - Auxiliary vacuum hand hose, and hand hose hydraulic assist
 - Magnet bar capable to move up and down with electrical actuator
 - Washdown hose and spray nozzle to allow operator to clean the sweeper while in the field from tank water
 - Water spray bar mounted in front bumper
 - Load weight indicator – activates a light in the console that will alert the operator that the sweeper is nearing maximum hopper weight capacity and needs to be emptied.

DRAFT

AGREEMENT

AGREEMENT NUMBER: _____

This Agreement (the “Agreement” or “Contract”) executed on this ___ day of _____, 2017 by and between Aerostar Airport Holdings, LLC (“Aerostar”, “Owner”, “Sponsor”), a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico, and _____, herein represented by _____ (the “Contractor”, “Provider”, “Bidder”, “Offeror”), each referred to as a “Party” or collectively referred to as “Parties”.

RECITALS

WHEREAS, Aerostar wishes to enter into an agreement with Contractor as independent contractor for the purchase of the equipment and/or products described hereunder.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the Parties, each intending to be legally bound hereby, wish to enter into this Agreement subject to the following:

TERMS AND CONDITIONS

1. **EQUIPMENT.** Contractor hereby agrees to furnish all equipment, supplies and materials as specified in the Technical Specifications, Bid Documents, as defined hereunder, and this Agreement (all together hereinafter referred to as the “Equipment”). For the purpose of clarification, the Equipment includes, but is not limited to, two (2) power sweepers for Foreign Object Debris (“FOD”) removal. Contractor covenants and agrees that it shall not accomplish any work or furnish any equipment or materials that are not covered or authorized under the Bid Documents and this Agreement, unless authorized in writing by Aerostar.
2. **COMPONENTS.** All components used in the manufacture and assembly of the Equipment shall be new and of the highest quality and grade. Re-manufactured parts shall not be utilized.
3. **WARRANTY.** The Equipment will be covered by a minimum five (5) year warranty after delivery and acceptance, including parts and labor.

During that period, if a defect should occur, that item shall be repaired and/or replaced and installed by the Contractor, without delay, at no cost to Aerostar. The method for notification of the defect and the time for repair or replacement shall be agreed upon by the Parties, provided that the time for repair or replacement, including installation of the component parts, shall never exceed five (5) calendar days from the date of notification of the defect by Aerostar. The Contractor expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive full acceptance and payment by Aerostar. All warranties and this warranty provision shall survive expiration or termination of this Agreement.

Contractor shall present for Aerostar’s consideration any options for extended warranties that are available and shall list such extended warranties by specific component. The additional costs, if any, and the length of coverage shall also be described.

Contractor shall also extend to Aerostar all manufacturers' warranties that apply to the item.

4. BID DOCUMENTS. Contractor agrees that the Bid Documents consist of the following:

Notice- Request for Proposals (Invitation)
Instructions to Bidders
Supplementary Provisions
Technical Specifications (Procurement Specifications)
Agreement
Bid Form
Bid Bond
Non-Collusion Affidavit
Buy America Certification
All authorized addenda issued by Aerostar Airport Holdings, LLC ("Aerostar")
Any document incorporated in whole or in part by reference in any of the documents above

All documents comprising the Bid Documents are complementary to one another and together establish the complete terms, conditions, representations, and obligations of the Contractor. All said Bid Documents are incorporated by reference into this Agreement as if fully rewritten herein or attached hereto. Therefore, a breach to any of the covenants, terms, conditions or obligations established in any of the Bid Documents constitutes a breach of this Agreement. Any reference to "Bidder" or "Offeror" in the Bid Documents is understood to mean the Contractor.

5. INSPECTIONS. Aerostar reserves the right to perform the following inspections of the Equipment at the Contractor's facility:

- a. DURING PRODUCTION INSPECTION. At Aerostar's discretion, Aerostar and Contractor will coordinate and cooperate to schedule and conduct an inspection of the Equipment during the production process of the power sweepers. The date and timing of the inspection, which will take place at the manufacturing facility where the Equipment is being built and assembled, will be coordinated between the parties. Should any concern, discrepancy or failure be found or arise during such inspection, Contractor agrees to correct the problem to Aerostar's satisfaction and in compliance with the Bid Documents and this Agreement.
- b. PRE-DELIVERY INSPECTION. At Aerostar's discretion, Aerostar and Contractor will coordinate and cooperate to schedule and conduct an inspection of the Equipment prior to delivery. The date and timing of the inspection, which will take place at the manufacturing facility where the Equipment is being built and assembled, will be coordinated between the parties. Should any concern, discrepancy or failure be found or arise during such inspection, Contractor agrees to correct the problem to Aerostar's satisfaction and in compliance with the Bid Documents and this Agreement.

Neither one of the inspections described above will serve as an acceptance inspection. In addition, the inspections do not in any way release Contractor from full compliance with this Agreement and the Bid Documents.

6. DELIVERY. Contractor agrees to commence the work entailed to furnish the Equipment immediately after execution of this Agreement. Contractor further agrees that the Equipment will be delivered to Aerostar, in Carolina, Puerto Rico, no later than ____ days from the execution of this Agreement ("Delivery Date"). It is expressly understood that this Delivery Date is reasonable for the

delivery of the Equipment, taking all factors into consideration. The Delivery Date is of the utmost importance. Non-compliance with said date will constitute a material breach of the Agreement. Partial delivery will not constitute delivery. The delivery of the Equipment by the Contractor to Aerostar shall be considered as actually made when all the Equipment is placed in Aerostar's possession. The Delivery Date may only be extended with prior written consent signed by both Parties. All delivery costs to the final destination in the Luis Muñoz Marín Airport, in Carolina, Puerto Rico shall be paid by Contractor. Risk of loss or damage to the Equipment shall remain with Contractor until the same is delivered to Aerostar in accordance with the terms and conditions of this Agreement.

7. PAYMENT. In consideration of all Equipment as described herein, Aerostar agrees to pay Contractor an amount equal to _____ (\$_____.00) ("Contract Sum"). The Contract Sum is based on the schedule of prices stated on Contractor's Bid Form, which is attached to and made a part of this Agreement. All prices quoted are firm and fixed. Contractor certifies that prices offered for the Contract Sum are not higher than the lowest price charged to other buyers for similar quantities under similar conditions.

The Contract Sum shall include any and all applicable local, state and/or federal sales and use taxes and surtaxes. Notwithstanding the foregoing, any applicable Puerto Rico custom or import duty, for which Aerostar is not exempt, shall be paid by Aerostar. Contractor will serve as the importer of record and will be responsible for: (1) ensuring the Equipment complies with all local laws and regulations and (2) filing and submitting to any and all appropriate agencies all forms and documents regarding duties and entry of the Equipment.

8. PAYMENT SCHEDULE. Payment of the Contract Sum will be provided to Contractor as follows:

- a. Twenty percent (20%) of the Contract Sum will be paid by Aerostar no later than ten (10) days from the execution of this Agreement.
- b. Twenty percent (20%) of the Contract Sum will be paid by Aerostar no later than ten (10) days after the Pre-delivery inspection. If any concern/discrepancy/malfunction/failure is found during the Pre-delivery inspection, payment will be made within ten (10) days from the time Contractor corrects the problem to Aerostar's satisfaction.
- c. Sixty percent (60%) of the Contract Sum will be paid by Aerostar upon delivery of the Equipment to Aerostar's facilities in the Luis Muñoz Marín International Airport in Carolina, Puerto Rico, and only after: (i) title to the sweepers is duly and lawfully conveyed to Aerostar, and (ii) all applicable tests and inspections are conducted and approved/passed pursuant to this Agreement and the Procurement Specifications and to Aerostar's satisfaction.

9. ACCEPTANCE. Acceptance of the furnished Equipment will be based on submitted manufacturer certifications and acceptance tests conducted at the time of delivery. Contractor shall provide manufacturer certification for components and systems identified within the Procurement Specifications. The Contractor shall prepare and furnish to Aerostar a signed written certification that the components constituting the whole of the Equipment being provided comply with the applicable performance, design and construction requirements of the Procurement Specifications. Aerostar will not authorize payment for any Equipment requiring a title until valid titles have been transferred to and received by Aerostar. Contractor warrants that the title shall pass free and clear of all liens and encumbrances and shall provide suitable documentation and evidence of title satisfactory to Aerostar.

10. ON-SITE TESTING. At no additional expense to Aerostar, the Contractor shall, upon delivery of the equipment, have an authorized representative conduct an operational test of the furnished Equipment in the presence of Aerostar. The Contractor shall demonstrate that all features and components are in proper

working order and operate as intended by the Procurement Specifications. This demonstration is in addition to any other stated tests and/or training specified within the Bid Documents.

11. TITLE AND REGISTRATION. Contractor covenants and agrees to complete any process, paperwork or transaction necessary so that title to the vehicles is duly and lawfully conveyed to Aerostar free and clear of all liens, including any registration process required by any governmental agency. Contractor also covenants and agrees to produce and carry out any document or transaction necessary to duly register the Equipment with any governmental agency. Aerostar agrees to cooperate with Contractor during any and all registration procedures that will be carried out by Contractor.

12. PATENTED MATERIAL, EQUIPMENT AND PROCESSES. If Contractor utilizes any design, device, equipment, material or process that is covered by a patent, trademark or copyright, Contractor shall indemnify and hold harmless Aerostar from any and all claims for infringement by reason of the use of any patented design, device, equipment, material or process or the use of any trademark or copyright.

12. TERMINATION FOR CAUSE. Aerostar may immediately terminate this Agreement for cause for any breach of any provision of this Agreement or breach of any provision included in the Bid Documents through a simple termination notice.

13. TERMINATION WITHOUT CAUSE. Aerostar may terminate for convenience (i.e. for any or no cause) this Agreement by delivering to Contractor written notice of such termination identifying the scope of the termination and the termination date. In connection with any such termination, Contractor will have the right to receive any payment owed under this Agreement until the date of such termination, provided however that if the termination occurs and there is Equipment which has not been delivered to Aerostar, then said Equipment will not be delivered and Aerostar will not be responsible for the payment of any undelivered Equipment.

14. INDEPENDENT CONTRACTOR. Nothing contained herein or elsewhere shall give rise to, or be construed to create, any partnership, joint venture or employer-employee relationship between Aerostar and Contractor, or between Aerostar and the Contractor's employees, agents or independent contractors. Rather, it is the specific intent of the Parties that Contractor shall be an independent contractor to Aerostar. Contractor shall furnish, employ and have exclusive control of all persons to be engaged in connection with the performance of the work, and shall prescribe and control the means and methods of doing such work or services. Contractor shall be responsible for paying all salaries, bonuses, expenses and benefits to its employees, and paying any and all taxes, Social Security, Unemployment Compensation, State Insurance Fund Premiums, Disability Insurance, Chauffeurs Social Security, overtime, holiday time wages and/or any other taxes or contributions that may be required under the applicable laws and/or regulations.

15. INDEMNIFICATION. Contractor shall defend, indemnify and hold harmless the Puerto Rico Ports Authority, Aerostar and its affiliates, officers, members, directors, shareholders, managers, employees and agents, and their respective successors and assigns (collectively, the "Indemnified Parties"), from and against any and all causes of action, claims, demands, losses, liabilities, suits, damages, fines, costs or expenses of any nature whatsoever (including, without limitation, attorney's fees and other costs of legal defense), that the Indemnified Parties may incur, suffer or be required to pay arising from, in connection with, or relating to, directly or indirectly, (i) any acts or omissions by Contractor, its officers, directors, employees, agents or contractors, (ii) non-fulfillment or breach by Contractor of any representations, warranties or covenants contained in this Agreement, (iii) Contractor's products, business and/or activity, (iv) any defect and/or flaw in any Equipment purchased under this Agreement, (v) Contractor's or its officers, managers, members, directors, employees, agents or contractors' failure to comply with any law, rule or regulation, (vi) infringement of any intellectual property right, including Contractor's use of any patented design, device, material or process, or any trademark or copyright. Contractor shall give Aerostar

prompt and reasonable notice of any such claims or actions covered by this indemnity. This indemnity shall be in addition to any warranty obligations of Contractor and will not be limited by any insurance coverage.

16. BOND. The Supplier shall furnish any and all bonds and/or insurance required by Aerostar as established in the Bid Documents. Failure to provide the Bond will constitute a material breach of this Agreement.

17. AUTHORITY. Contractor warrants and represents that it has the required corporate power and authority to execute and deliver this Agreement and that it will supply the Equipment and comply with its obligations under this Agreement.

18. ADDITIONAL TERMS AND CONDITIONS. In accordance with the Luis Muñoz Marín International Airport Lease Agreement, dated as of July 24, 2012 by and between the Puerto Rico Ports Authority and Aerostar, Contractor shall comply with all applicable provisions, clauses, terms and conditions set forth for Service Providers in the Additional Terms and Conditions available at <http://aeropuertosu.com/en/public-notice/service-providers/>.

19. COMPLIANCE. Contractor warrants and represents that all Equipment sold, provided or delivered to Aerostar under this Agreement shall comply with all applicable federal, state and local laws and regulations, shall comply with the terms and conditions of this Agreement and with the specifications of the Procurement Specifications.

20. CONFIDENTIAL INFORMATION. Contractor shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of Commonwealth or Federal Laws and Regulations.

- a. Contractor covenants and agrees to not disclose, divulge or use, for its own or a third party's benefit, any information, confidential or otherwise acquired, learned or otherwise developed during the course of the contractual arrangements with Aerostar, except if such disclosure is: (i) authorized in writing by Aerostar; ii) required by law; or iii) ordered by a competent court or Puerto Rico or Federal governmental body or entity with jurisdiction in the course of a litigation or administrative proceeding relating to Aerostar; provided, however, that the Contractor shall give Aerostar prompt notice prior to such disclosure to allow Aerostar to undertake reasonable efforts to obtain a protective order or otherwise protect the confidentiality of such information.
- b. Contractor covenants and agrees that the any Confidential Information disclosed or shared is under strict confidentiality. Contractor shall use reasonable care, but in no event less care than a reasonable business person uses to safeguard and protect its own confidential information, to protect the Confidential Information. Except as otherwise specifically provided in this Agreement, Contractor shall not: (i) disclose, in whole or in part, any Confidential Information received directly or indirectly from AEROSTAR; or (ii) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble or otherwise use the Confidential Information in whole or in part.
- c. Contractor acknowledges and accepts that any unauthorized use or disclosure of the Confidential Information is likely to cause injury not readily measurable in monetary damages and therefore irreparable to the Aerostar. Therefore, Contractor acknowledges and accepts that if Contractor breaches any of its obligations with respect to confidentiality and unauthorized use of the Confidential Information hereunder, Aerostar shall be entitled, without waiving any other rights or remedies, to equitable relief to

protect its interest therein, including but not limited to, injunctive relief without the necessity of posting bond, as well as money damages notwithstanding anything to the contrary contained herein.

- d. Notwithstanding the Term of this Agreement, the obligations set forth in this section will:
 - (i) apply to any Confidential Information disclosed to Contractor before and/or after the execution of this Agreement, and (ii) be maintained until such time as said information shall become available to the general public without restriction, not as a result of any action or omission of the Contractor, its affiliates, officers, directors, shareholders, trustees, employees, contractors, subcontractors, and/or agents.
- e. For the purpose of this Agreement “Confidential Information” means information designated as confidential or which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure. “Confidential Information” includes, without limiting the generality of the foregoing, the terms of this Agreement, and information: (i) relating to the Aerostar’s business or operations, including but not limited to technical data, know-how, systems, corporate structuring, trade secrets, access passwords, policies, rules, manuals, list of suppliers, fees and clients; (ii) concerning persons or entities who obtain products or services from Aerostar; or (iii) marked or otherwise identified as confidential, restricted, secret or proprietary, including, without limiting the generality of the foregoing, information acquired by inspection or oral disclosure provided such information was identified as confidential at the time of disclosure or inspection.

21. SEVERABILITY. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

22. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions of the contract between the parties and supersedes any and all previous discussions, agreements, contracts and understandings, of every kind and nature between the parties hereto. All exhibits are expressly incorporated and made a part of this Agreement, and shall be taken into account in its interpretation.

23. FULLY NEGOTIATED AGREEMENT. The Parties mutually acknowledge and agree that this Agreement was fully negotiated, at arm’s length, by the Parties in equal terms and conditions. The Parties had ample opportunity to review the Agreement. Consequently, the terms of this Agreement will not be interpreted in favor of any one of the Parties.

24. COUNTERPARTS. This Agreement may be executed in counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of an electronic format data file (such as a “.pdf”), said signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

25. GOVERNING LAW, CHOICE OF FORUM. Aerostar and the Contractor mutually acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Puerto Rico. Aerostar and Contractor mutually consent and submit to the exclusive jurisdiction of the courts located in the Commonwealth of Puerto Rico and any action or suit concerning

this Agreement or related matters shall only be brought before said courts, excluding all other possible forums.

26. ASSIGNMENT. The rights and obligations of Contractor under this Agreement shall not be transferred or otherwise assigned or conveyed to any other person, entity, firm or corporation without prior written consent of Aerostar.

27. CONFLICT OF TERMS AND CONDITIONS. In the event of any conflict between this Agreement (or any portion thereof) and any other terms and conditions in the Bid Documents and/or any other agreement between Aerostar and Contractor, the terms of this Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS HEREOF, Aerostar Airport Holdings, LLC accepts and subscribes this Agreement freely and voluntarily in Carolina, Puerto Rico, on this ____ day of _____.

AEROSTAR AIRPORT HOLDINGS, LLC

Agustín Arellano Rodríguez
President and CEO

IN WITNESS HEREOF, _____ accepts and subscribes this Agreement freely and voluntarily in _____, on this ____ day of _____, 2017.

CONTRACTOR

Name

Title

**BID FORM
TWO POWER SWEEPERS**

The undersigned hereby proposes to furnish all necessary labor, permits, materials, machinery, tools, supplies and equipment to faithfully perform all work required for furnishing the Equipment identified below in strict accordance with the Bid Documents and all issued addenda within the specified Delivery Time for the unit prices and all applicable taxes, as stated below:

Bid Item Description	Price (F.O.B. Carolina, Puerto Rico)
New Power Sweeper Vehicle #1	\$ _____.
BID PRICE: <i>(Written Format)</i>	
New Power Sweeper Vehicle #2	\$ _____.
BID PRICE: <i>(Written Format)</i>	
TOTAL BID PRICE	\$ _____.
TOTAL BID PRICE <i>(Written Format)</i>:	

DELIVERY TIME

The Equipment will be delivered to Aerostar, in Carolina, Puerto Rico, within _____ days of the execution of the Agreement (“Delivery Date”).

ACKNOWLEDGEMENTS BY BIDDER

- a. The Bidder acknowledges and accepts that the Bid Documents are:
 - 1. Notice- Request for Proposals (Invitation)
 - 2. Instructions to Bidders
 - 3. Supplementary Provisions
 - 4. Technical Specifications (Procurement Specifications)
 - 5. Agreement
 - 6. Bid Form
 - 7. Bid Bond
 - 8. Non-Collusion Affidavit
 - 9. Buy America Certification
 - 10. All authorized addenda issued by Aerostar Airport Holdings, LLC (“Aerostar”)

11. Any document incorporated in whole or in part by reference in any of the documents above

- b. The Bidder further acknowledges that each of the individual documents that comprise the Bid Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful Bidder.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a Bid Guaranty in the form specified in the amount of 10% of the total Base Bid amount. The Bidder acknowledges and accepts that refusal or failure to accept award and execute the Agreement within the terms and conditions established herein will result in forfeiture of the Bid Guaranty to Aerostar.
- d. The Bidder acknowledges and accepts Aerostar's right to reject any or all bids and to waive any minor informality in any bid or solicitation procedure.
- e. The Bidder acknowledges and accepts Aerostar's right to hold all bids for purposes of review and evaluation and not issue a Notice-of-Award for a period not to exceed 90 calendar days from the stated date for opening of bids. The Bidder agrees to honor the stated price(s) without any adjustment.
- f. The undersigned agrees that upon written Notice-of-Award, it will execute the Agreement within 14 calendar days. The undersigned accepts that failure to execute the Agreement and provide the required bonds within the stated timeframe shall result in forfeiture of the Bid Guaranty to Aerostar.
- g. Bidder acknowledges that the quoted price ("Contract Sum") shall include any and all local, state and/or federal sales and use taxes and surtaxes, and other taxes, for which Aerostar is not exempt.
- h. The undersigned acknowledges receipt of the following addenda:

_____ DATE:
_____ DATE:
_____ DATE:

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

REPRESENTATIONS BY BIDDER

By submittal of a proposal (Bid), the Bidder represents the following:

- a. The Bidder has read and thoroughly examined the Bid Documents including all authorized addenda.
- b. The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of its obligations under the Bid Documents.
- c. The Bidder has found no errors, conflicts, ambiguities or omissions in the Bid Documents, except as previously submitted in writing to Aerostar.
- d. The Bidder has complied with all requirements of these instructions and the associated Bid Documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned certifies that it has reviewed and understood the Supplementary Provisions, and that by submission of this bid, it will, at all times, comply with the contractual and legal requirements for AIP-funded projects.
- b. The undersigned certifies that it has reviewed and understood the Bid Documents, and that by submission of this bid, it will, at all times, comply with the contractual and legal requirements established therein.

ATTACHMENTS TO THIS BID

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

- 1. Bid Guaranty in the form as per the requirements of the Instructions to Bidders
- 2. Completed Non-Collusion Affidavit Form
- 3. Buy America Certification Form
- 4. Signed Supplementary Provisions
- 5. Evidence of corporate authority to sign Bid Documents.

SIGNATURE OF BIDDER

Corporation Name: _____

By: _____
(Authorized Signature)

(ATTACH EVIDENCE OF AUTHORITY TO SIGN)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Federal I.D. Number: _____

(CORPORATE SEAL)

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS;

That, _____ (hereinafter called the "Principal") as principal, and _____, a corporation organized and existing under the laws of _____ with its principal office in the city of _____ and duly authorized to do business in Puerto Rico (hereinafter called the "Surety"), as surety, are held and firmly bound unto Aerostar Airport Holdings, LLC (hereinafter called the "Obligee") in the amount of _____ Dollars (\$ _____) for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a contract with the Obligee in accordance with the terms of the proposal, or in the event of the failure of the Principal to enter into the contract, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal, then this obligation is void. Otherwise, it remains in full force and effect.

WITNESS our hands this _____ day of _____, 20 ____.

WITNESS:

Principal Seal

BY _____

Surety Seal

BY _____

NON-COLLUSION
AFFIDAVIT

Bidder hereby affirms to Aerostar Airport Holdings, LCC (“Aerostar”) that it has not, in the preparation or submission of its bid, or with regard to any act of performance under the Agreement, entered into any contract, arrangement, conspiracy or other act which is unlawful with regard to any contract with any person or entity for the purchase of equipment, labor or materials, or any subcontract with a contractor or a proposed contractor for the purchase of equipment, labor or materials. Bidder hereby affirms that its bid is not made in the interest of or on behalf of any undisclosed person, entity, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against Aerostar Airport Holdings, LLC or anyone interested in the proposed Agreement; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any entity, corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed:

By:

Date:

Affidavit Number _____:

Sworn and subscribed before me by _____, _____(single / married), of legal age, in his capacity as _____ of _____ (“Bidder” or “Contractor”), and resident of _____, _____, on this ____ day of _____, 2017, in _____, _____.

NOTARY PUBLIC

**CERTIFICATE OF BUY AMERICAN COMPLIANCE
FOR MANUFACTURED PRODUCTS**

(Non-building construction projects, equipment acquisition projects)

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

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

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

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

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

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

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