



Request for Bid Runway Sweeper

Project Number: 20108899

Bid Opening Date: Monday, August 19, 2013

Bid Opening Time: 1:30 p.m.

Tucson Airport Authority

7005 S. Plumer Ave.

Tucson, AZ 85756

www.flytucson.com

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INVITATION FOR BIDS

Tucson Airport Authority "Authority"
Tucson International Airport
20108899 Runway Sweeper
AIP pending / ADOT pending

Notice is hereby given that sealed bids will be received and then publicly opened and read at the Tucson Airport Authority Administrative Offices at 7005 S. Plumer Ave., Tucson, AZ, where bids are to be opened on August 19, 2013 for the purchase of the following equipment:

Item	Date of Bid Opening	Time of Bid Opening
Purchase a New Runway Sweeper	August 19, 2013	1:30 p.m.

All bids must be mailed or hand delivered to the following address:

Tucson Airport Authority
7005 S. Plumer Avenue
Tucson, Arizona 85756

All bids must be marked as follows:

Sealed Bid

Bidder:

Project: 20108899 Runway Sweeper

To be opened at: 1:30 p.m. on August 19, 2013

Attn: Joanne Machold
Director of Purchasing

Bids received after the specified time and date of the bid opening will be returned unopened. The Authority shall not be held responsible or accountable for delays in the delivery of any proposal by the U.S. Postal Service or other courier service.

Copies of the bid documents including instructions to bidders, technical specification, standard terms and conditions and bid forms may be obtained from:

Tucson Airport Authority
7005 S. Plumer Avenue
Tucson, AZ 85756
Deborah Walker
dwalker@flytucson.com

A pre-bid conference will be held for purposes of clarifying requirements of this procurement and for resolving any possible ambiguities. This conference will be held at 10:30 a.m., August 13, 2013 at the Authority Administrative Offices.

Each bid must be accompanied by a bid guaranty in the amount of no less than ten percent (10%) of the aggregate of the base bid and the total of all alternates. The bid guaranty may be in the form of: 1) a certified check or cashiers check made payable to the order of Tucson Airport Authority, or 2) a bid bond

issued by a surety company acceptable to the Authority and duly licensed for such undertaking in the State of Arizona.

A printed copy of the bid tabulation will be available upon written request to the Purchasing Department, Attn: dwalker@flytucson.com; verbal requests will not be accepted. Requests must contain the project title and number.

Bids may be held by the Authority for a period not to exceed 90 days from the date of the bid opening for the purpose of evaluating bids prior to award of contract. During this evaluation period, the Bidder agrees to honor the stated price(s) without any adjustment.

It is the intent of the Authority to make award of contract to the responsive and responsible bidder that submits the most advantageous bid. The Authority reserves the right for any reason to reject or accept any or all submittals, to accept alternates in any order or combination, and to determine the low bidder on the basis of the sum of the base bid and alternates accepted, to withhold the award, to waive any informality in submittals received or accept or reject any items or any submittal.

This procurement action is governed by all applicable local, State and Federal regulations.

Advertise Dates: July 17 and July 24, 2013

INSTRUCTIONS TO BIDDERS

Bid Documents

The Bid Documents are hereby defined as the following:

- Invitation for Bids
- Instructions to Bidders
- General Terms and Conditions
- Supplementary Provisions
- Technical Specifications
- Bid Form with attachments
- DBE Forms
- Form of Contract Agreement
- All required forms
- All authorized addenda issued by the Authority
- Any document incorporated in whole or in part by reference herein.

The term "Project Documents" as used herein shall be construed as being equivalent to the above defined Bid Documents.

All documents comprising the Project Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful bidder.

Bidder Representations

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

- The Bidder has read and thoroughly examined all Project 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 Project Documents, except as previously submitted in writing to the Authority 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 contract and the project work.
- The Bidder has complied with all requirements of these instructions and the associated Project Documents.

Corrections or Modifications to Project Documents

Modifications to the Project Documents may only be made by written addendum issued prior to the execution of the contract by the Authority or the Authority's representative. Verbal explanations, interpretations or comments made by the Authority or the Authority's representative shall not be construed as binding. Addenda will be transmitted to all known official bid holders. Each Bidder shall certify at the time of Bid submittal that they acknowledge receipt of all issued addenda.

Errors and Discrepancies in Project Documents

Should Bidder find an error, discrepancy, ambiguity or omission in the Project Documents prior to submittal of a Bid, the Bidder is obligated to contact the Authority or the Authority's representative 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 Project Documents will only be made by written addendum as prescribed herein.

Clarifications and Interpretations

A Bidder requiring a clarification or interpretation of the Project Documents shall make a written request to the Authority or the Authority's representative. The Authority shall respond to any written request a minimum of five (5) calendar days prior to the date of the Bid opening.

Issuance of Bid Documents

The Authority reserves the right to refuse to issue Bid documents to a prospective Bidder should the Bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Authority, if such regulations are cited or otherwise included, in the Bid Documents as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Authority) at the time the Authority issues the Bid Documents to a prospective bidder.
- c. Default under previous contracts with the Authority.

Form of Bid

All bids shall be made on the forms provided in the Project 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 not qualify any 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, Tucson Airport Authority, 2747 E. Airport Dr., Bldg. #2., Tucson, AZ 85756, unless otherwise specified in the Project Documents. 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 the Authority. 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. All signatures shall be made with an ink pen. The Bidder's representative shall have the legal authority to obligate and bind the Bidder to the terms and conditions of the contract. The Bidder shall legibly state the name of the Bidder's representative, the legal name of the Bidder, the address of the Bidder including City, State and Zip Code, and the telephone number of the Bidder.

- For bids by corporations, an officer of the corporation shall sign the bid, the State of incorporation shall be identified and the corporate seal affixed.
- For bids submitted by an agent, evidence of the power of attorney shall be attached to the bid.
- For bids submitted by a partnership or joint venture, the proposal shall identify the name of all firms and the authorized parties of all firms. A copy of the partnership/joint-venture agreement shall be provided to the Authority as an attachment to the bid.

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 receipt of bids. Any request for Bid withdrawal or modification by the Bidder that is received after the specified time and date for receipt of bids will be returned to the sender.

Any modification to a Bidder's bid, subject to the time constraint noted above, must be made on the bid forms contained in the Project 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.

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 the Tucson Airport Authority, or b) a Bid Bond issued by a surety company acceptable to Authority and duly licensed for such undertaking in the State of Arizona. 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 Authority, be grounds for disqualification of the Bidder.

If the guaranty is submitted in the form of a bond, it shall be issued and executed solely by a surety company or companies acceptable to the Authority and that hold a Certificate of Authority to Transact Surety Business in the State of Arizona issued by the Director of the Department of Insurance. An individual surety or sureties will not be accepted. A copy of the surety's current Certificate of Authority to Transact Surety Business in the State of Arizona shall accompany the Bid Bond. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his power. The Bid Bond shall name the Tucson Airport Authority as obligee.

Bidder Qualifications

Bidder shall submit with their bid evidence of their ability, skill and experience to provide the equipment specified in the Project Documents. Bidder shall include a completed Bidder's Qualification Statement with the bid.

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 as set forth in the Project 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 Authority's reasonable quality and performance requirements. The Authority 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.

Disadvantage Business Enterprise (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Authority to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. Although Authority has not set a DBE goal for this contract, Authority encourages the use of DBE firms and will make available to bidders a DBE interest list upon request.

Submission of Bids

Bids shall be mailed or hand delivered to arrive prior to the specified time and date for receipt of bids. Bids received by way of telecopy (facsimile) machines or e-mail will not be considered. Bids received after the specified time will not receive consideration and will be returned unopened. Bids shall be enclosed in a sealed opaque envelope. Each Bid shall be addressed to the office location as identified below. The envelope shall be marked as follows:

Sealed Bid

Bid of (Name of Bidder)
Project: 10113300 ARFF Class 5 Vehicle
To be opened at: 1:30 p.m., Thursday, August 19, 2013
Attn: Joanne Machold
Director of Purchasing
Tucson Airport Authority
7005 S. Plumer Ave.
Tucson, AZ 85756

Bid Protest Procedure

Prior to a Bid opening any Bidder or potential Bidder wishing to file a protest concerning alleged improprieties in this solicitation must submit the protest in written format to the Authority within five (5) calendar days of the specified time of the Bid opening. The formal written protest must identify the name of contractor contesting the solicitation, the project name and number, and the specific grounds for the protest. All determinations made by the Authority are final.

After Bid opening any Bidder wishing to file a protest concerning this solicitation must submit the protest in written format to the Authority within five (5) calendar days of the notice of intent to award. Any protest lodged after such time will not be considered. The formal written protest must identify the name of contractor contesting the solicitation, the project name and number, and the specific grounds for the protest. All determinations made by the Authority are final.

Bid Opening

All bids submitted prior to the stated time and date for receipt of bids will be publicly opened and read aloud by the Authority or the Authority's representative. Bidders, their authorized agents, and other interested parties are invited to attend. Bids submitted after the stated time and date for receipt of bids will be automatically rejected without consideration and will be returned unopened.

Evaluation of Bids

Bids may be held by the Authority for purposes of review and evaluation by the Authority for a period not to exceed 90 calendar days from the stated date for receipt of bids. During this evaluation period, the Bidder agrees to honor the stated price(s) without any adjustment. The Authority will tabulate all bids and verify proper extension of unit costs. The Bidder shall honor their Bid for the duration of this period of review and evaluation. The Bid Guaranty will be held by the Authority until this period of review has expired or a contract has been formally executed.

Bid Informalities and Irregularities

The Authority reserves the right to waive any informality or irregularity discovered in any bid, which in the Authority's judgment best serves the Authority's interest. In the situation where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will govern. In the event of a discrepancy between the written and numerical values, the written value shall take precedence.

Cancellation of Award

At any time prior to execution of a Contract Agreement, the Authority reserves the right to cancel the award for any reason without liability to the Bidder, and with the return of the Bid Guaranty.

Notice of Award of Contract

It is the intent of the Authority, after a period of review and evaluation, to award a contract to the responsible Bidder that submits the most responsive and advantageous Bid.

The successful Bidder will be informed their Bid has been accepted through the Authority's issuance of a Notice-of-Award. The Notice-of-Award shall not be construed as a binding agreement. The proper execution of a contract shall serve as the binding agreement.

The successful Bidder must furnish a Performance Bond in the amount of 100% of their total contract award within 14 calendar days after notification of the contract award. The bond will be in the form of: 1) a certified check or cashiers check made payable to the order of Tucson Airport Authority, or 2) a performance bond issued by a surety company acceptable to the Authority and duly licensed for such undertaking in the State of Arizona. The Performance Bond shall be conditioned on the faithful performance of the Contract Agreement in accordance with the Contract Documents. The Performance Bond shall be solely for the protection of Authority.

The successful Bidder must furnish a Payment Bond in the amount of 100% of their total contract award within 14 calendar days after notification of the contract award. The bond will be in the form of: 1) a

certified check or cashiers check made payable to the order of Tucson Airport Authority, or 2) a Payment Bond issued by a surety company acceptable to the Authority and duly licensed for such undertaking in the State of Arizona. The Payment Bond shall be solely for the protection of claimants supplying labor or materials to the Contractor or the Contractor's Subcontractors in the prosecution of the project and not for the protection of persons providing any design services, preconstruction services, finance services, maintenance services, operations services or other related services provided for in the Contract Agreement.

The successful Bidder must furnish such evidences of insurance as required in the General Terms and Conditions within 14 calendar days after notification of the contract award.

Funding Assistance

Federal and State funding assistance was provided for this project. Award of a contract is conditioned upon the FAA and ADOT concurring in the award.

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 Contract Agreement and the submission of satisfactory bonds, certificates and policies of insurance, and the performance of all other conditions precedent to commencement of work under the Contract Agreement.

Contract Agreement

Within 14 days of the receipt of the formal Contract Agreement, the successful Bidder shall execute the Contract Agreement. Failure to execute the Contract 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.

GENERAL TERMS AND CONDITIONS

DEFINITION OF TERMS

Advertisement: A public announcement, as required by local law, inviting Bids for Work to be performed and materials to be furnished.

Addenda: Written or graphic instruments issued prior to the execution of the Contract Agreement, which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections.

ADOT: The Arizona Department of Transportation. When used to designate a person, ADOT shall mean the Administrator or his/her duly authorized representative.

Advisory Circular: Documents published by the Federal Aviation Administration that convey policy, standards and guidance.

AIP: The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

ARFF: Aircraft Rescue and Fire Fighting

ASTM: The American Society for Testing and Materials.

Authority: The Tucson Airport Authority, the contracting agency signatory to the Contract Agreement.

Award: The acceptance, by the Authority, of the successful Bidder's Bid.

Bid: The written and signed offer of the Bidder (when submitted on the approved bid form) to perform the contemplated Work and furnish the necessary materials in accordance with the provisions of the technical specifications.

Bidder: Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a Bid for the Work contemplated.

Bid Documents: A collective term for all project documents that a prospective Bidder shall base its Bid upon. Unless otherwise defined in the Instructions to Bidders, the Bid documents are comprised of the following:

- Invitation for Bids
- Instructions to Bidders
- General Terms and Conditions
- Supplementary Provisions
- Technical Specifications
- Bid Form with attachments
- DBE Forms
- Form of Contract Agreement
- All required forms
- All authorized addenda issued by the Authority
- Any document incorporated in whole or in part by reference therein

Bid Guaranty: The security furnished with a Bid to guaranty that the Bidder will enter into a Contract Agreement if the Authority accepts his/her Bid.

Change Order: A written instrument to the Contractor covering changes in the plans, specifications, or bid quantities. At a minimum, the change order must include the following: (a) a description of the change in the Work with appropriate supporting documentation; (b) the amount, if any, of the adjustment in the Contract Sum; (c) the extent, if any, of the adjustment in the Contract Time; (d) methods of shipment or packing; (e) place of delivery; and (f) time of delivery.

Contract Agreement: The written agreement covering the Work to be performed and any associated Contract Documents.

Contract Documents: Contract Documents include all project solicitation documents, Drawings, Specifications, Submittals, Addenda, Job Order(s) (if applicable), and all amendments, supplements, attachments, special provisions, or exhibits attached thereto. Contract Documents also include the Project Schedule, certificates, bonds, and documents authorizing changes to the Work, payment documents, and insurance documents.

Contract Time: The number of calendar days stated in the Contract Agreement, allowed for completion of the Work, including authorized time extensions. The Contract Agreement may have a specific Date of Completion in lieu of a number of calendar days. The Work shall be completed by that date.

Contract Sum: The total amount of money, which the Authority has agreed to pay, for the Work as specified in the Contract Agreement.

Contractor: The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the Work contracted and for the payment of all legal debts pertaining to the Work who acts directly or through lawful agents or employees to complete the contract Work.

Calendar Day: A day shown on a calendar. Calendar Days means consecutive calendar days.

Date Of Completion: The date of formal acceptance in writing from the Authority.

DBE: Disadvantaged Business Enterprise. Refer to Federal Regulation 49 CFR Part 26.

Design Professional: The architect(s), engineer(s), or other Authority consultant(s) for the Project, including his or her representatives, or any other individual or firm subsequently identified in writing by the Authority as the Design Professional.

Equipment: All machinery, together with the necessary components, materials and apparatus necessary for the proper construction and acceptable completion of the Work.

FAA: The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

Federal Specifications: The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

Inspector: An authorized representative assigned to make all necessary inspections and/or tests of the Work performed or being performed, or of the materials furnished or being furnished by the Contractor.

Notice-Of-Award: A written notice of the acceptance of the Bid from the Authority successful Bidder.

Notice-To-Proceed: A written notice issued which states the date on which it is expected for the Contractor to begin the Work.

Payment Bond: The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the Work.

Performance Bond: The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the Work in accordance with the terms of the Contract Agreement.

Project: The total services of which the Work performed under the Contract Agreement may be the whole or part of.

Project Documents: A collective term for documents identified within the definition for Bid Documents, which together as a whole form the complete and full contract obligation of the Contractor.

SAE: Society of Automotive Engineers.

Schedule: Means the approved schedule of performance for completion of the Work and meeting all other requirements of the Contract Documents.

Specifications: That portion of the Project Documents consisting of the written requirements for the Work, including materials, equipment, supplies, construction systems, standards and workmanship for the Work, and performance of related services.

Surety: The individual, entity, or corporation identified as "Surety" in the Statutory Bid Bond, Statutory Payment Bond, or Statutory Performance Bond for the Project.

Unacceptable Work: Work which is unacceptable under the Contract Documents, including work which is of poor workmanship, incomplete, untimely, which uses improper or defective materials, supplies, or equipment, is damaged, or which does not otherwise conform to the requirements of the Contract Documents.

Work: All necessary and inferable design, engineering, construction and related services required by the Project Documents, and includes all administration, labor, design, engineering, training, materials, equipment and documentation to be provided by the Contractor to fulfill the contract obligations under the Contract Agreement.

GENERAL CONDITIONS

PATENTED MATERIAL, EQUIPMENT AND PROCESSES

If the successful Bidder utilizes any design, device, equipment, material or process that is covered by a patent, trademark or copyright, the Bidder shall indemnify and hold harmless the Authority and Authority's representative 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.

MATERIAL

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

DECALS

The Contractor shall not affix advertising decals, stickers or other signs to the specified equipment. Vehicle mud flaps, when specified, shall be installed with the blank side facing outward. However, any operational or informational decals relating or pertaining to the operation shall be affixed by the manufacturer in the appropriate places and position.

BRAND NAMES

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

COMPUTER SOFTWARE

All system software and hardware provided for within the specified equipment shall be based on the four-digit year format and shall be capable of recognizing February 29 of a leap year.

WARRANTY

Unless otherwise specified, all items shall be guaranteed against defects in material and workmanship for a minimum period of one year from date of Authority's formal acceptance of equipment. During that period, if a defect should occur, that item shall be repaired or replaced by the Contractor at no additional cost to the Authority. 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. Any sample or model submitted should create an express warranty that the whole of the goods shall conform to the sample or model. All warranties shall survive acceptance and payment by the Authority.

By separate attachment to the Bid, Contractor shall fully describe the standard warranty on labor, and materials including length of coverage.

Contractor shall present, for the Authority's consideration, any options for extended warranties that are available and shall list such extended warranties by specific component. The additional costs, if any, the length of coverage and the location for service shall also be described. Any additional costs of such extended warranties are not to be included in the bid price offered.

Contractor shall also extend to Authority all manufacturers' warranties that apply to the item. Such manufacturer's warranties shall be set forth in a separate attachment to the Bid. By submitting a Bid, each Contractor represents and warrants that he is the legal authority of all equipment, materials or supplies to be sold to Authority upon acceptance of the Bid, that the same are free from all liens, claims, security interests and encumbrances, that he has the right to sell the same and that he will warrant and defend the title thereof against the claims and demands of all persons.

MATERIAL SAFETY DATA SHEETS

The Contractor shall submit applicable Material Safety Data Sheets (MSDS) for all chemical products supplied with the acquired equipment.

PRE-DELIVERY INSPECTION

The Authority reserves the right to perform a pre-delivery inspection of the equipment at the Contractor's facility. The purpose of the inspection is to verify compliance with critical requirements of the technical specifications. This inspection shall not serve as the final acceptance inspection.

DELIVERY

Delivery of the equipment shall be made within the Contract Time, as stated in the Contract Agreement. Delivery shall be Freight on Board destination to the address noted herein below. Cash On Delivery deliveries will not be accepted. All equipment shall be off loaded at the designated location at Contractor's expense.

Tucson Airport Authority
2747 E. Airport Drive, Building 2
Tucson, AZ 85756

ATTN: Joanne Machold
Director of Purchasing

ACCEPTANCE

Acceptance of the furnished equipment will be based on combination of submitted manufacturer certifications and acceptance tests conducted at the time of delivery. The Contractor shall provide manufacturer certification for components and systems identified within the technical specification. The Contractor shall prepare and furnish the Authority 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 technical specifications.

ON-SITE ACCEPTANCE TESTING

At no additional expense to the Authority, the Contractor shall, upon delivery of the equipment, have an authorized representative conduct an operational test of the furnished equipment in the presence of the Authority. The Contractor shall demonstrate that all features and components are in proper working order and operate as intended by the Specifications. This demonstration is in addition to any other stated acceptance tests within the technical specifications and as required by the Authority.

PAYMENT TERMS

All prices quoted shall be firm and fixed. The Authority shall not be invoiced at prices higher than those stated in any contract resulting from this Bid. Contractor certifies that prices offered are no higher than the lowest price charged other buyers for similar quantities under similar conditions.

Certain articles otherwise subject to Federal Excise Tax may be sold to the Authority free of such tax since the Authority is a political subdivision of the State of Arizona.

Unless otherwise specified, progress payments will not be authorized in this procurement. The Authority will make payment in full within 30 calendar days after date of acceptance of the equipment/vehicle. Invoice for payment must include the following:

- Items listed individually by the written description and part number.
- Unit price (extended and totaled)
- Quantity ordered and shipped
- Applicable tax
- Invoice number and date
- Ship-to address
- Payment terms

The Authority will not honor any invoices or claims, which are tendered more than one year after the last item of the account is accrued.

ASSIGNMENT

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

INSURANCE

Prior to the performance of any Work and during the progress of all Work, Contractor shall continuously maintain the insurance coverages as specified in this solicitation and for the limits set forth therein. Such insurance shall be maintained for the entire period and until all Work under this solicitation is finally completed and accepted by the Authority. Contractor shall purchase all insurance from a company with a Best's Key Rating of A-VII or higher and one that is licensed to do business in the State of Arizona. Contractor shall purchase and maintain liability insurance which will protect itself and the Additional Insureds from any and all claims set forth below which may arise out of, result from, or relate to operations of Contractor or any Subcontractor under this solicitation, whether such operations be by Contractor or by any Subcontractor, or by anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor shall provide and maintain insurance at least as broad as the Insurance Service Office Commercial General Liability insurance form CG 00 01 and Automobile Liability Insurance with combined single limits of an amount not less than that which is specified in this solicitation which could be provided in a combination of primary and umbrella policies. Contractor's insurance policy shall have a per project aggregate endorsement in the amount of \$1,000,000.00. The liability coverage referred to in this Section shall contain no exclusions or limitations with regard to explosion, collapse, or underground hazard (XCU) coverage. Coverage shall be an "occurrence" basis, not a "claims made" basis. Any supplementary payments, including defense costs, shall be in excess of the policy limits.

Contractor shall provide and maintain Automobile Liability Insurance covering owned, non-owned, leased and hired vehicles for an amount not less than \$1,000,000.00.

Contractor shall provide and maintain Worker's Compensation insurance in the statutory amounts as required by the State of Arizona, and Employer's Liability insurance in the amount of \$1,000,000.00.

Except for the Workers' Compensation insurance requirements specified herein, the insurance policies required herein shall be endorsed to name and protect all Additional Insureds on such policies. Such additional insured endorsements shall include completed operations coverage. The policies shall state that the inclusion of more than one insured shall not operate to impair the right of one insured against another insured and the coverages afforded shall apply as though separate policies had been issued to each insured except with respect to the limits of liability, which shall not be increased regardless of the number of insureds. Contractor shall maintain insurance for completed operations coverage for at least five (5) years after completion of the Work in the amount of not less than that, which is specified in this solicitation. The insurance policies shall provide that such insurance is primary with any other applicable insurance carried by the Authority and shall be so endorsed. Any other insurance carried by the Authority shall be excess and noncontributing with respect to the insurance required hereunder.

Promptly after notification of the award of this solicitation, and prior to the commencement of any Work, Contractor shall deliver to the Authority certificates of insurance, evidencing all coverages required hereby. In addition, the certificates shall clearly state that: (a) the Tucson Airport Authority and the Additional Insureds are named as additional insureds; (b) the insurance is primary as set forth above; and (c) the Authority shall receive at least 30 calendar days notice of cancellation as set forth above. The acceptance of such certificates will not relieve Contractor of the responsibility of compliance with the provisions of this Section and the Authority will not be deemed to imply, warrant, or waive compliance by acceptance of said certificates. If required in writing, Contractor agrees to furnish to the Authority certified copies of all insurance policies and endorsements, certified by the insurer before risk of loss may occur, but in no event more than 10 Calendar Days after execution of Contract Agreement.

If by the terms of this insurance any mandatory deductibles are required, or if Contractor should elect, with concurrence of The Authority, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

INDEMNIFICATION

Contractor shall indemnify, defend and hold the Authority and its members, officers, agents and employees harmless from and against all liabilities, losses, costs, suits, claims, judgments, expenses, fines or demands of any kind (including, but not limited to, costs of investigation, court costs and expert fees) arising out of or alleged to arise out of or resulting from, either directly or indirectly, caused in whole or in part by, any of the following: (a) any act or omission of Contractor, its agents, employees or subcontractors; (b) any defect in the goods purchased hereunder; (c) Contractor's failure to comply with any applicable laws, including environmental laws; or (d) infringement of any intellectual property right, including Contractor's use of any patented design, device, material or process, or any trademark or copyright. The Authority shall give to Contractor prompt and reasonable notice of any such claims or actions against it covered by this indemnity and Contractor shall have the right to investigate, compromise and defend the same. Any counsel retained by Contractor to investigate, compromise or defend any claims, fines, damages, penalties or actions shall be acceptable to the Authority in its sole and absolute discretion, and the Authority expressly retains the right to join in any investigation, compromise and defense should it deem such action necessary or appropriate. The rights under this solicitation will not be limited by reason of any insurance coverage required under this solicitation. This indemnity shall be in addition to the warranty obligations of Contractor.

USE OF AUTHORITY'S NAME

All Contractors are specifically denied the right to use, in any form or medium, the name of the Tucson Airport Authority for advertising unless the Authority in writing grants express permission.

SUPPLEMENTARY PROVISIONS

These Supplementary Provisions supplement the General Terms and Conditions of the Contract and other provisions of the Contract Documents as indicated herein. All contract provisions that are not so supplemented remain in full force and effect.

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1. FUNDING REQUIREMENTS.

1.1 AIP. The Project is being undertaken and accomplished by TAA 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 TAA for some portion of the Contract Sum. Such reimbursement is made from time to time upon TAA's request to the FAA. Contractor shall provide to TAA all information, reports, documents, and/or certifications requested by TAA 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 Contract Agreement.

1.2 ADOT. The Project is being undertaken and accomplished by the TAA in accordance with a grant from the Arizona Department of Transportation ("ADOT"). For this

Project, the ADOT has agreed to reimburse TAA for some portion of the Contract Sum. Such reimbursement is made from time to time upon TAA's request to the ADOT. Contractor shall provide to TAA all information, reports, documents, and/or certifications requested by TAA 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 ADOT funded projects. Nothing herein shall be construed as making the ADOT a party to the Contract Agreement.

1.3 ACCESS TO RECORDS AND DOCUMENTS. Contractor agrees to provide the ADOT, the FAA, and/or the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of Contractor which are related to the Work or the Contract Agreement for the purpose of conducting or making an audit, examination, excerpts, and/or transcriptions.

1.4 CHANGES TO THE WORK. All changes to the Work which are funded by monies provided by the ADOT or the FAA may be subject to approval by the ADOT or the FAA, as applicable.

2. LABOR REQUIREMENTS.

2.1 VETERAN'S PREFERENCE. Veteran's Preference shall be included in all contracts for work on any project funded under this grant agreement which involves labor. Such provisions are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

2.2 AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520, GENERAL CIVIL RIGHTS. Contractor assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractors from the bid solicitation period through the completion of the Work. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2.3. CIVIL RIGHTS ACT OF 1964, TITLE VI REQUIREMENTS. During the performance of the Contract Agreement, Contractor agrees as follows:

2.3.1 Compliance with DOT Regulations. Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "DOT Regulations"), which are herein incorporated by reference and made a part of the Contract Agreement.

2.3.2 Nondiscrimination. With regard to the Work performed by it during the Contract Agreement, Contractor shall 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. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the DOT Regulations, including employment

practices when the Contract Agreement covers a program set forth in Appendix B of the DOT Regulations.

2.3.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Contractor for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract Agreement and the DOT Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

2.3.4 Information and Reports. Contractor shall provide all information and reports required by the DOT Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by TAA or FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to TAA or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

2.3.5 Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract Agreement, TAA shall impose such contract sanctions as it or the FAA may determine to be appropriate, including: (a) withholding of payments to Contractor under the Contract Agreement until Contractor complies; and/or (b) cancellation, termination, or suspension of the Contract Agreement, in whole or in part.

2.3.6 Incorporation of Provisions. Contractor shall include the provisions of this Section 2.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the DOT Regulations or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as TAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request TAA to enter into such litigation to protect the interests of TAA and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.4 DISADVANTAGED BUSINESS ENTERPRISES.

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

2.4.2 It is the policy of the Department of Transportation ("DOT") and TAA 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. TAA, 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 TAA 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 TAA's contracts; (b) a level playing field is created on which DBEs can compete fairly for TAA's contracts; and (c) any barriers to the participation of DBEs in TAA's contracts are removed. A copy of this program is available upon request.

2.4.3 TAA has not adopted a specific DBE participation goal with respect to this contract, 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 Arizona in good standing prior to the date proposals are due. TAA recognizes current DBE certifications by the ADOT, City of Phoenix, and City of Tucson. For information regarding DBE firms recognized by TAA, or if you have any questions about TAA's DBE Program, please contact Tina Moore, TAA DBE Liaison Officer, at 520-573-8100.

2.4.4 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. This information will be reported on a form to be provided by TAA. 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 TAA, together with any supporting documentation required by TAA. At the completion of the Project, Contractor will be required to complete and submit a final certification of payments to DBE firms on a form to be provided by TAA.

2.5 ARIZONA EQUAL OPPORTUNITY REQUIREMENTS. Contractor shall comply with Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity.

3. MISCELLANEOUS FEDERAL REQUIREMENTS

3.1 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. No federal appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or an employee of a member of the United States Congress in connection with the making of any federal grant and the amendment or modification of any federal grant. 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 the United States Congress, an officer or employee of the United States Congress, or an employee of a member of the United States Congress in connection with any federal grant, Contractor shall complete and submit a Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions. Contractor shall include the provisions of this section in every subcontract.

3.2 ENERGY CONSERVATION REQUIREMENTS. Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

3.3 RIGHTS TO INVENTIONS. All rights to inventions and materials generated under the Contract Agreement are subject to regulations issued by the FAA of the federal grant under which this Contract Agreement is executed.

3.4 CLEAN AIR AND WATER POLLUTION CONTROL. Contractor agrees and shall require of any Subcontractor with a subcontract which exceeds \$100,000: (a) that any facility to be used in the performance of the Contract Agreement or any subcontract or to benefit from the Contract Agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities; (b) to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.* and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.* relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder; and (c) that, as a condition for the award of the Contract Agreement, Contractor or Subcontractor will notify TAA of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities.

3.5 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (NON-PROCUREMENT) – TITLE 2 CFR PART 180, TITLE 2 CFR PART 1200, AND TITLE 2 CFR PART 180, SUBPART C.

3.5.1 Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Contractor further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”.

3.5.2 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. The successful bidder shall accomplish this by:

- i. Checking the System for Award Management at website: <http://www.sam.gov>
- ii. Collecting a certification statement similar to paragraph a.
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

3.6 TRADE RESTRICTION CLAUSE.

3.6.1 Contractor or Subcontractor, by submission of an offer and/or execution of the Contract Agreement and certifies that it: (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 published by the Office of the United States Trade Representative (USTR); (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 on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and (c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list. 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 a Contractor or subcontractor who is unable to certify to the above.

3.6.2 Contractor agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. Contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. Contractor shall provide immediate written notice to TAA if Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor shall agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

3.6.3 The certifications contained in this Section 3.6 are material representations of fact upon which reliance was placed when making the award. 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.

3.6.4 If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct through TAA cancellation or termination of the contract for cause. If it is later determined that Contractor or Subcontractor knowingly rendered an erroneous certification, the FAA may direct through TAA cancellation or termination of the contract or subcontract for cause.

3.6.5 Nothing contained in this Section 3.6 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 Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

3.7 BUY AMERICAN PREFERENCES.

3.7.1 The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

(a) Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent (60%) of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.

(b) Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

(c) Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

3.7.2 Contractor is required to assure that only domestic steel and manufactured products will be used by the Contractor, Subcontractors, materialmen and suppliers in the performance of the Work, except those:

(a) that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(b) that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

(c) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent (25%).

3.7.3 Contractor is required to complete and submit the Buy America Certification form. If Contractor has requested a waiver to the Buy America provisions, Contractor is required to take one of the following actions: 1) prepare and submit to TAA a Buy America Waiver Request that includes a component cost calculations table or 2) provide TAA with a listing of products proposed for project use that are already identified on the national waiver list. Should a waiver be required on this project, the Contractor shall submit the required information to TAA within five (5) calendar days of submittal of the final GMP. Waiver requests and the appropriate backup paperwork will then be reviewed by TAA and a recommendation will be forwarded to the FAA. The FAA will then review the Contractor's waiver request and TAA recommendation. If the FAA deems the documentation sufficient and consistent with the AIP Buy America statute, the FAA will generate a project specific contract obligation and submittal documentation and monitoring actual installation will be required.

3.8 CONFLICT OF INTEREST REQUIREMENTS. Contractor shall certify that it will comply with, in all respects, the rules of professional conduct set forth in A.C.R.R. R4-30-301. If a conflict or interest should occur after execution of the Contract Agreement, such conflict of interest shall be cause for terminating the Contract Agreement.

3.9 CONTRACTOR FAMILIARITY AND COMPLIANCE WITH ADVISORY CIRCULARS. Contractor understands and agrees that it will familiarize itself with all applicable requirements, standards, and specifications contained in advisory circulars, now in effect or hereafter amended or changed by the FAA which may apply to the Project. Contractor hereby certifies that it shall perform all Work in accordance with all applicable FAA advisory circulars for AIP funded projects. Any proposed changes or deviations from applicable FAA advisory circulars shall be requested in advance in writing by Contractor, shall be submitted in a timely manner so as not to interfere with the timing or scheduling of the Project (at least ninety (90) Calendar Days in advance of the need for the change or deviation so that TAA may seek appropriate approval from the FAA), and shall be subject to the approval of both TAA and FAA.

3.10 IMMIGRATION LAW COMPLIANCE. Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State immigration laws and regulations related to the immigration status of its employees. Contractor shall obtain statements from its subcontractors of every tier certifying compliance and shall furnish the

statements to TAA upon request. These warranties shall remain in effect through the term of the Agreement, and the Contractor and its subcontractors of every tier shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work pursuant to this Agreement. I-9 forms are available for download at USCIS.GOV.

TAA may request, and the Contractor agrees to furnish, verification of compliance from the Contractor or its subcontractors of any tier performing work pursuant to this Agreement. Should TAA reasonably believe or discover that the Contractor or its subcontractors of any tier are not in compliance, TAA may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor or its subcontractors. All costs necessary to verify compliance are the responsibility of the Contractor.

3.11 COMPLIANCE WITH A.R.S. §§ 35-391.06 AND 35-393.06. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the Contractor shall certify that it does not have a scrutinized business operation in either Sudan or Iran.

3.12 BREACH OF CONTRACT TERMS. Any violation or breach of terms of this contract on the part of the contractor or their 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. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.13 TERMINATION OF CONTRACT.

3.13.1 TAA may, by written notice, terminate this contract in whole or in part at any time, either for TAA's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to TAA.

3.13.2 If the termination is for the convenience of TAA, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

3.13.3 If the termination is due to failure to fulfill the contractor's obligations, TAA may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to TAA for any additional cost occasioned to TAA thereby.

3.13.4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of TAA. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

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

3.14 CONTRACTOR CERTIFICATION OF COMPLIANCE. 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 for AIP funded projects.

Signature

Printed Name

Date

**TUCSON AIRPORT AUTHORITY
RUNWAY SWEEPER
TECHNICAL SPECIFICATION**

PART 1 GENERAL

1.1 General

- A. This specification describes the requirements for a regenerative air, pavement sweeper for use at Ryan Airfield.
- B. The sweeper shall be designed for continuous service, sweeping outdoor concrete and asphalt paving, and shall meet or exceed all requirements of this specification when operating within the expected range of ambient conditions and high ambient dust loadings.
- C. The Manufacturer shall certify that the sweeper qualifies as a PM₁₀ efficient sweeper as described in the South Coast Air Quality Management District Rule 1186.
- D. The sweeper shall have a maximum turning diameter 50 feet curb to curb. The sweeper shall have a minimum cleaning path of 90 inches, a variable cleaning speed of no less than ½ mph to no more than 5 mph, a travel speed between 5 mph and 15 mph, and a minimum of one speed in reverse.
- E. The sweeper painting, markings, and lighting shall conform to requirements of FAA Advisory Circular 150/5210-5D, Painting, Marking, and Lighting of Vehicles Used on an Airport.

1.2 Site Conditions

- A. Ryan Airfield is located at an elevation of 2,417 ft. MSL with an ambient temperature range of 15°F to 120°F and a maximum 95 percent relative humidity.

1.3 Submittals

- A. The Manufacturer shall provide three (3) sets of product data sheets and descriptive material for major components to be provided for approval by the Authority before commencing fabrication. Product Data submittals shall contain all the information necessary for the Authority to determine that the unit to be manufactured meets all requirements of this specification. Product Data shall include, but not be limited to, the following:
 - 1. Unit weight, empty and fully loaded
 - 2. Physical dimensions
 - 3. Shop drawings showing the assembled unit and individual components, and the vehicle marking scheme.
 - 4. Individual specifications for the chassis and associated systems, engine and controls, hydraulic system, and all sweeper system components and controls
- B. Product data submittals shall be delivered to the Authority within 10 days of award of purchase order. The Authority shall review the drawings and return them to the Manufacturer approved, or with appropriate comments, within 14 days of receipt.
- C. At the time of delivery, provide three (3) copies of the following operation and maintenance data in three ring binders and a copy of all included documents on CD-ROM:
 - Operator's manual covering the chassis and associated systems, engine and controls, hydraulic system, and all sweeper system components and controls.
 - Service manual with step-by-step maintenance procedures, exploded parts diagrams, complete parts lists, lubrication schedule, recommended preventative maintenance schedule, and troubleshooting guide.

Complete wiring schematics for the vehicle chassis and sweeper systems including component (fuses, modules, relays, sensors, etc.) locations, connector plug pin-outs, and wire color coding and labeling.

Material Safety Data Sheets for the coolants, hydraulic fluids, and lubricants supplied with the unit.

Written warranty describing in detail the warranty coverage for the engine, chassis, electrical system, hydraulic system, and sweeping systems.

- D. At the time the vehicle is delivered, the Manufacturer shall provide all the documentation necessary to license, title, and insure the vehicle. This documentation shall include all applicable State inspections, and the DOT required VIN verification certificate.
- E. At the time the vehicle is delivered, a certificate certifying that the blower has been balanced to within 4 grams shall accompany the vehicle.

1.4 Delivery, Storage, And Handling

The sweeper shall be delivered to Tucson International Airport and unloaded at no cost to the Authority. The unit shall be delivered "ready-to-run" with no field assembly required.

PART 2 PRODUCTS

2.1 General

The Manufacture shall provide a sweeper that meets or exceeds the following design requirements. No substitutions for systems and/or components described in this specification shall be allowed without prior written approval of the Authority.

2.2 Vehicle

A. Chassis

1. Chassis shall be conventional cab design with minimum 32,000 GVW rating, all welded, heavy-duty steel construction. Yield strength of the frame shall be 50,000 psi minimum and the frame shall be reinforced as necessary to withstand normal use.
2. The wheel base shall not exceed 173 inches and the turning diameter shall not exceed 50 feet curb-to-curb.
3. Front axle shall have a minimum 10,000 lb. rating and shall be equipped with a heavy-duty suspension including springs, shock absorbers, and a front stabilizer bar with a rated capacity that equals or exceeds that of the axle.
4. Single rear axle, single or dual speed, shall have a minimum 21,000 lb. rating and shall be equipped with a heavy-duty suspension including flat-leaf springs and shock absorbers with a rated capacity that equals or exceeds that of the axle. The gear ratio of the rear axle shall allow the sweeper to travel at 45-60 mph and to sweep at 15-20 mph.
5. Chassis shall have two vehicle tow hooks or a center tow eye directly mounted to the front of the chassis.
6. Chassis shall have one fuel tank with a minimum capacity of 50 gallons shall be provided, shall be shared by the vehicle and sweeper engines, and shall be easily accessible from the ground without raising or shifting any components. A fuel gauge shall be supplied in the cab. An external sight gage or tube is not acceptable.
7. For safety, the rear of the sweeper shall be equipped with a bumper to provide under ride protection. When dumping debris, material shall not be discharged on top of the bumper.
8. A rear mounted "Slow Moving Vehicle" sign and a reflective, triangular emblem shall be supplied for enhanced visibility during sweeping operations.

9. Chassis shall have grease fittings, where needed, to allow for proper lubrication of chassis and steering components.

B. Cab

1. Cab design shall provide maximum visibility with a forward line of sight from the chassis front bumper to the point on the ground visible to the operator that shall not exceed 14 feet for an SAE 98th percentile size operator.
2. Steering system shall be full power with dual operator controls, and shall have two independent steering columns connected by a cross shaft.
3. Seats shall be fully adjustable, high-back, cloth covered, air suspension type, with retractable shoulder/seat belts.
4. Two, minimum 6 in. x 16 in., powered, west-coast type, retractable, glass, outside rear-view mirrors shall be provided. Fender mounted, stainless steel, 8-inch convex glass mirrors shall also be provided to increase operator visibility.
5. Cab interior shall have a factory installed heater/ventilator/air conditioner/defroster, including a side window defogger. Condenser coils with forced-air fans shall be roof mounted, condenser coils without forced-air fans shall be mounted in front of the radiator; evaporator coils shall be integrated into the dash, or pedestal mounted between the seats, or against the back of the cab, or on the roof to permit the operator to move freely from seat to seat. Heating/air conditioning system shall be designed for continuous duty at 15°F to 120°F and a maximum 95 percent relative humidity. After market air conditioning units are not acceptable.
6. Windshield wiper shall be two speed with adjustable intermittent function and washer.
7. Cab interior shall have fully padded headliner, doors, front and rear panels and padded dash, and shall be acoustically insulation to minimize operating noise.
8. All glass shall be tinted, safety glass. Each operator position shall have adjustable sun visor.
9. Doors shall have grab handles, shall be key locked, and door windows shall be roll-down type.
10. Cab shall have lighter and ashtray, AM/FM radio, auxiliary 12VDC power outlet, and shall be pre-wired for the installation of a mobile 800 MHZ base radio and a mobile VHF ground communication radio by the Authority. Pre-wiring shall include power, speakers, and antenna.
11. All vehicle instrumentation and controls shall be readable from both right and left operator position, or duplicated at both positions.
12. All sweeper system instrumentation and controls shall be mounted in center console which can be rotated or adjusted to allow viewing and operation from either operator position.
13. Provide cab mounted air horn or electric horn.

C. Vehicle Engine and Transmission

1. Industrial, liquid cooled, diesel engine with sufficient horsepower to power all systems after de-rating to site ambient conditions.
2. Cooling system shall be designed continuous duty for 15°F to 120°F and a maximum 95 percent relative humidity, equipped with a viscous-drive type radiator fan, coolant filter, and silicone hoses where available.
3. Minimum four speed forward, one speed reverse automatic transmission. Transmission shall have a dipstick assembly, external oil cooler, and external spin-on oil filter. All transmission controls in the cab shall be illuminated.

4. Heavy-duty, sealed bearings shall be provided on all rotating shafts.
5. Engine driven or electric fuel pump with easily accessible spin-on type fuel filter.
6. Single stage, dry-type air cleaner with dirt ejector and restriction indicator.
7. Positive displacement, oil pump with easily accessible, full flow, spin-on type oil filter, dip stick and oil drain.
8. An exhaust and muffler system with a maximum of 85 dB noise output at ten feet, designed to prevent water from rainfall from entering the exhaust system, and including a spark arrestor. Exhaust stack shall not interfere with sweeper body nor restrict access to any sweeper or vehicle equipment.
9. Manufacturer shall provide an diagnostic computer scanner preloaded with appropriate firmware or software to perform diagnostic scans on all computer controlled or monitored chassis systems. Adaptor cables and diagnostic manuals shall also be provided with scanner.
10. Engine shall conform to all applicable Federal and State emission regulations.

D. Wheels and Brakes

1. Tires shall be tubeless, 14 ply radial tires, size 11R22.5, "G" load rated. The rear axle shall include dual tires for load capacity. Singles shall not be accepted.
2. Rims shall be ten hole, Budd-type, steel disc wheels, size 22.5 x 8.25 inch. Front and rear tires and rims shall all be interchangeable to permit the emergency interchange of tires.
3. Spare tire shall be provided, but shall not be mounted on the vehicle.
4. Front axle brakes shall be minimum 15 in. x 4 in., S-CAM-type, with cast iron hubs, and outboard mounted cast iron drums, or minimum 15-inch disc type brakes. Front axle S-CAM-type brakes shall be equipped with automatic slack adjusters.
5. Rear axle brakes shall be minimum 16.5 in. x 7 in., S-CAM-type, with cast iron hubs, and outboard mounted cast iron drums, or 15-inch disc type brakes. Rear axle S-CAM-type brakes shall be equipped with automatic slack adjusters.
6. All brake assemblies on the vehicle shall be provided by the same manufacturer.
7. Brake system shall include an automatic braking system (ABS) through a four channel, full vehicle, wheel control system.
8. Vehicle shall have a gear-driven or belt-driven air compressor with a minimum 15.2 cfm capacity, air dryer assembly, and two, frame mounted, air tanks and adequately spaced to provide easy access. The wet and dry air tanks shall also be located to permit the operator to easily drain either tank from the exterior of the vehicle.
9. Vehicle shall include a spring parking brake on both rear wheels, in addition to the regular service brakes.
10. Vehicle shall have a Schrader valve, located near the front bumper area, for attaching an outside air source to pressurize the air system.

E. Instrumentation and Controls

1. Operator instrument panel shall be provided by the chassis manufacturer, shall be illuminated, and shall be readable from both right and left operator position, or duplicated at both positions. Instrumentation shall include tachometer, speedometer, odometer, trip odometer, fuel gauge, oil pressure gauge, water temperature gauge, air pressure gauge, voltage gauge, and run-time hour meter.

2. Operator instrument panel shall include warning lights and audible alarm for low oil pressure, low battery voltage, and high coolant temperature to warn the operator of a potential problem before any damage to the vehicle engine occurs.
3. An emergency shutdown system shall be provided and shall be located in the operator instrument panel.
4. Sweeper system instrumentation shall be provided in a center mounted console which shall be adjustable for viewing and operation from either right or left side operator positions.
5. Vehicle shall have fully electronic, column mounted cruise control.
6. Vehicle shall be equipped with a back-up alarm that is automatically activated when the vehicle is put in reverse. The back-up alarm shall have a minimum output of one hundred (100) decibels.

F. Electrical

1. Electrical system shall be 12 VDC, negative ground.
2. Minimum 90 amp alternator with internal voltage regulator. Alternator must have a minimum output of 35 amp at normal idle speed.
3. Heavy duty, 12 VDC starter with over-crank protection.
4. Two maintenance free, 12 VDC batteries rated to provide 1500 cold cranking amps (CCA) at 0°F, with stud-type battery posts.
5. Chassis lighting shall include sealed multi-beam halogen head-lights, stop lights, taillights, backup lights, license plate lights, clearance lights, signal lights, illuminated gauges and instrument panel, and directional lights with hazard switch conforming to all Federal, State, and Local safety regulations.
6. All electrical wiring shall conform to Section 2.2.H of this specification.
7. Sweeper shall have two amber, 360° flashing lights which shall conform to the current version of Federal Specification KKK-A-1822. One flashing light shall be mounted on top of the cab in the front area of the sweeper, and the other flashing light shall be mounted in the rear area of the sweeper. Both flashing lights shall have brush guard or equivalent protection from tree limbs. The two flashing lights shall be mounted in such a manner as to have a one flashing light visible to on-coming traffic from any direction. Both flashing lights shall be controlled from a single, illuminated switch in the operator's instrument panels.
8. Vehicle shall contain a minimum of five, 4-inch diameter work lights, with a minimum 55W output each. Two work lights shall be mounted in the front of the vehicle. One work light shall be mounted over each gutter broom. One work light shall be mounted at the rear of the sweeper. All five work lights shall have brush guards or equivalent protection from tree limbs. Work lights shall be manually adjustable. All work lights shall be controlled from a single, illuminated switch in the operator instrument panel.

G. Wiring

1. All wiring shall be of soft-drawn annealed copper, stranded, and sized in accordance with the National Electric Code, NFPA 70, latest edition for the electrical service, wiring shall conform to federal specifications for the type of wire designated, and shall have a conductivity of not less than 98 percent of that of pure copper.
2. Wiring shall be insulated in accordance with applicable standards of the Society of Automotive Engineers (SAE).
3. All connections shall be made with lugs or terminals mechanically secured to the conductors.

4. Wiring shall be protected from heat, oil, lubricants, physical damage, and environmental factors, and secured in place. Circuit breakers shall be provided and clearly labeled. Circuit breaker panel(s) shall be easily accessible for service. Diagram(s) and labeling scheme shall be affixed to the inside of the removable hinged panel(s) over the breakers. Copies of these diagrams shall be provided in the operation and maintenance manuals.
5. Where wiring passes through sheet metal or structural components, rubber grommets shall be used to protect wiring and wiring looms. Precaution must be taken in all areas to guard against chafing or excessive strain, and strain relief shall be provided as necessary.
6. All communication equipment wiring shall be color-coded and labeled with indelible, heat shrink wire markers (Brady type or approved equal) on both ends to conform to the vehicle electrical schematic. If factory terminated connectors prohibit installing heat shrink labels, Brady wrap-around labels, or approved equal, with type written letters shall be used.
7. Quick disconnect plugs shall be provided throughout the electrical system for ease of maintenance, removing components and repairing damage.
8. All wiring will be combed, cable tied, and shall be protected by wire looms in any area where wiring is exposed. Wiring harnesses and plugs shall contain not less than three (3) spare wires and contact points for maintenance needs.
9. All chassis wiring shall be color or number coded to match the electrical schematic and allow electrical servicing without repeated reference to the schematic.
10. Placement of radios shall be such as to allow ease of operability by operator without leaving a restrained position.

2.3 Sweeper Systems

A. Sweeper Engine

1. The sweeper engine shall be an industrial, liquid cooled, diesel engine with sufficient horsepower to power all systems after de-rating to site ambient conditions.
2. The sweeper engine, coupling and fan assembly shall be isolation mounted to minimize noise and vibration. The engine shall be enclosed and shall have two access doors located on each side of the sweeper body. These doors shall provide access to all serviceable items without tilting the hopper.
3. Cooling system shall be designed continuous duty for 15°F to 120°F and a maximum 95 percent relative humidity, equipped with a viscous-drive type radiator fan, coolant filter, and silicone hoses where available.
4. Heavy-duty, sealed bearings shall be provided on all rotating shafts.
5. Engine driven or electric fuel pump with easily accessible spin-on type fuel filter.
6. Single stage, dry-type air cleaner with restriction indicator.
7. Positive displacement, oil pump with easily accessible, full flow, spin-on type oil filter, dip stick and oil drain. Oil pan drain plug shall be located to permit draining of oil without impinging on the chassis or other equipment.
8. An exhaust and muffler system with a maximum of 85 dB noise output at ten feet, designed to prevent water from rainfall from entering the exhaust system, and including a spark arrestor. Exhaust stack shall not interfere with sweeper body nor restrict access to any sweeper or vehicle equipment.
9. Sweeper system instrumentation shall be provided in a center mounted console which shall be adjustable for viewing and operation from either right or left side operator positions.

10. Sweeper engine instruments shall include electric throttle, tachometer, hour meter, oil pressure gauge, fuel level gauge, voltage gauge, coolant temperature gauge and engine air intake restriction indicator.
11. Sweeper engine instruments shall include warning lights and audible alarm for low oil pressure, low battery voltage, and high coolant temperature to warn the operator of a potential problem before any damage to the sweeper engine occurs.
12. Sweeper engine shall be equipped with an engine monitoring device that will automatically shut the engine down on low oil pressure, low coolant level, or high coolant temperature before the engine is damaged. A manual emergency shutdown shall also be provided and shall be located the sweeper system instrumentation console.
13. Manufacturer shall provide an diagnostic computer scanner preloaded with appropriate firmware or software to perform diagnostic scans on all computer controlled or monitored sweeper systems. Adaptor cables and diagnostic manuals shall also be provided with scanner.
14. Engine shall conform to all applicable Federal and State emission regulations.

B. Blower

1. Blower shall be a heavy duty, high strength aluminum or steel, abrasion resistant, turbine type blower that has been certified to be balanced within four grams. The blower shall be rated at not less than 12,000 cfm by an independent test facility. Open-face fans are not acceptable.
2. Blower housing shall be constructed of 10 gauge steel and lined with a replaceable, wear resistant, rubber liner for maximum extended wear in abrasive environments. Blower housing shall have an inspection door for quick inspections without removing the blower housing or looking into the air exhaust opening.
3. Blower housing shall be of a bolt-on design and shall not be an integral part of the hopper. Replacement of the blower housing must be possible without any cutting and/or welding of the housing and or hopper.
4. Blower shall be driven from a "Hot Shift" type Power Take Off (PTO) unit or by a five, "V" groove, power belt equipped with a manual tension adjustment that does not require repositioning of the engine. Power belts shall be covered with a shroud assembly that complies with OSHA requirements.
5. The blower shall be mounted and supported on both sides by heavy-duty, bearings equipped with grease fittings. Greasing of the bearings must be possible from ground level, without tilting the hopper.
6. The blower must not be directly exposed or open to the dust separator to preclude carry-over of material from the separator into the blower and blower housing.

C. Pick-up Head

1. The pick-up head shall be fabricated from steel and spring-balanced with 2-inch wide, integral, side-mounted, carbide runners. Carbide runners shall be both field adjustable and replaceable.
2. The width of the sweeping path of the pick-up head shall be not less than 85 inches.
3. Pick-up head shall have a minimum 12-inch diameter pressure inlet hose and a minimum 12-inch diameter suction port hose. Both pressure and suction hoses shall be wire reinforced, UV-resistant, thermoplastic. The hose connectors on the pick-up head shall have replaceable seals. Suction hose shall contain a "quick-disconnect" for easy removal of debris lodged in the suction side of the pick-up head.
4. Blast orifice flange shall be a bolt-on design and shall permit adjustment of orifice opening and replacement of orifice assembly without removing pick-up head from sweeper.

5. Pressure inlet ring shall be equipped with an adjustable pressure relief for optimum leaf and light debris sweeping. Controls for this feature shall be mounted inside the cab.
6. The front and rear debris curtains shall be removable without removing the pick-up head from the unit.
7. The pickup head shall be raised and lowered hydraulically from the sweeper instrument panel inside the cab.
8. Sweeper shall be capable of sweeping in both forward and reverse without causing damage to any sweeper components.
9. The use of a full length broom, mounted in between the front and rear axle or behind the rear axle, to accomplish high speed performance is not acceptable.
10. The sweeper shall be capable of the following performance:
 - a. Sand pick-up: The sweeper shall pick-up and retain at a vehicle speed of 15 mph commercially procured dry sand, 1.5 to 2.5 mm in size, from a flat paved surface covered with a density spread of 0.5 lbs./ft², over an area of 140 ft². The pick-up requirements shall be not less than 95 percent of the sand.
 - b. Pea gravel pick-up: The sweeper shall pick-up and retain at a vehicle speed of 15 mph commercially procured dry pea gravel from a flat paved surface covered with a density spread of 0.5 lbs./ft², over an area of 140 ft². The gradation of pea gravel shall be such that 100 percent passes through a 3/8-inch screen and 98 percent retained on a USS No.8 sieve. The pick-up requirements shall be not less than 95 percent of the pea gravel.
 - c. Stone pick-up: The sweeper shall pick-up and retain at a vehicle speed of 15 mph ten stones having a nominal diameter of 2 inches, placed 24 inches apart in two rows of five each, with the rows being 36 inches apart.
 - d. Solid steel cylinder pick-up: The sweeper shall pick-up and retain at a vehicle speed of 15 mph ten solid steel cylinders, 1-inch in diameter and 3-inches long, placed 18-inches apart in two rows of five each, with the rows being 36-inches apart. This test shall be run with the only the pick-up head and air system in operation.
 - e. Joint cleaning; The sweeper shall remove no less than 40 weight percent of dry sand, 1.5 to 2.5 mm in size, from a rectangular cross section joint, ½-inch wide, ½-inch deep, 72-inch long when traveling at right angles to the joint at a vehicle speed of 15 mph.

D. Side Brooms

1. The Sweeper shall be equipped with gutter brooms on both the right and left sides of the sweeper. The gutter brooms shall be designed to be free-floating and to move inwards when encountering a fixed obstacle to prevent damage.
2. Gutter brooms shall be a minimum of 42-inch outside diameter and shall be equipped with a segmented (minimum 4), bolt-on, wire broom head. Segments shall be easily replaceable with the use of only hand tools.
3. Gutter broom plate shall be metal, with a wear edge for curb contact.
4. Gutter brooms shall maintain a constant rotational speed, which shall be adjustable from controls on the sweeper instrument panel.
5. Gutter broom drive and lift mechanism shall be hydraulic.
6. Down pressure of gutter brooms shall be adjustable from controls on the sweeper instrument panel.
7. Gutter brooms shall be capable of being rotated inboard while sweeping to provide scrubbing action in front of the pickup head from controls on the sweeper instrument panel.

8. Gutter brooms shall have hydraulically actuated tilt capability to allow the operator to tilt either gutter broom inward or outward while sweeping from controls on the sweeper instrument panel.
9. The gutter brooms shall be moved to and held in the transit (up) position using controls on the sweeper instrument panel.

E. Hopper

1. Hopper shall have a minimum volumetric capacity of six cubic yards and shall be constructed from carbon steel coated with an anti-wear coating or stainless steel. All abrasion points shall be coated for abrasion resistance.
2. Hopper and dump controls shall be fully hydraulic and located on the sweeper instrument panel. Warning lights for hopper up and hopper rear door open shall be provided on the sweeper instrument panel.
3. A weight actuated, full load indicator shall be located on the sweeper instrument panel.
4. Hopper shall have an inspection door on both the right and left sides.
5. Hopper shall have a drain system to facilitate cleaning of the hopper.
6. Hopper shall discharge to the side or rear of the sweeper behind the rear wheels. Discharge by bottom dump in front of the rear wheels is not acceptable.
7. Hopper shall be maintained airtight through use of molded thermoplastic or rubber seals on all doors and openings. Foam rubber seals are not acceptable.

F. Dust Separator

1. The dust separator shall separate the dirt and refuse from the air stream at the air return to the hopper. The dust separator shall be designed so that it will not plug with normally encountered debris.
2. All dust separator inlet areas shall be lined with a bolt-in, replaceable, wear-resistant, rubber liner.
3. Dust separator shall have door(s) to allow for inspection and manual cleaning.
4. The dust separator shall be designed to automatically discharge accumulated material when the hopper is tilted to dump.

G. Water Spray System

1. The water tank shall be a bolt-in type made of either fiberglass, polyethylene or stainless steel with a minimum capacity of 200 gallons. The water tank shall be frame mounted, shall not share any common wall with the hopper, and shall not raise during hopper dumping. Water tank shall have a manual sight glass.
2. Water tank shall have a level gauge and a low water level sensor that illuminates a warning light on the sweeper instrument panel.
3. Water tank fill line shall be equipped with a manual ball valve, an anti-siphon device, and an over-pressure device.
4. Sweeper shall be supplied a minimum 25-foot long fill hose equipped with a standard 2½-inch NST hydrant coupling. Water fill hose shall be contained in a permanent storage receptacle located close to the tank fill inlet.
5. Water system shall include a minimum 80 mesh filter located at the tank fill inlet and a minimum 80 mesh filter located at the tank outlet. Both filters shall be either replaceable or cleanable, and shall have a manual ball valve located ahead of the filter inlet.
6. Water pump(s) shall be 12 VDC, centrifugal or diaphragm type, and capable of pumping water at a constant rate and pressure to provide full flow to all sweeper spray heads even

when the water tank is at minimum operating level. If a centrifugal type pump is supplied, it must be capable of running dry without damage.

7. Water spray system shall have electric solenoid control valves that are controlled from on the sweeper instrument panel. Spray system shall include spray nozzles to be located as follows: minimum 4 outside of the pickup head; minimum 2 for each gutter broom; minimum 1 inside the hopper. Spray system nozzle position shall be adjustable, and all nozzles shall be located to provide easy access for inspection and replacement.
8. No water piping shall be routed inside the vehicle cab. All water lines shall be color coded for easy identification. All water fittings shall be quick-connect type for easy service and inspection.

H. Hydraulic System

1. Hydraulic pump shall be a variable displacement piston-type pump, or gear-type pump, or approved alternate. Hydraulic pump shall be mounted on and driven by the sweeper engine.
2. Hydraulic system shall be of adequate capacity and pressure to properly operate all functions of the sweeper. The hydraulic pressures and volumes for each subsystem and all operating functions shall be controlled by preset pressure relief valves and flow control valves, and shall be matched to the requirements of the sweeper system.
3. Hydraulic tank shall be sized to support all functions and shall have an exterior sight gauge, visual oil level and temperature gauges, filtered filler port, and a clean out cover. The hydraulic tank shall be located to allow inspection and filter replacement without disassembly of the sweeper or tilting the hopper.
4. Hydraulic tank shall include a manual shut-off valve and a 10 micron spin-on filter on the suction and return lines. A 10 micron, spin-on filter shall also be provided on the breather line of the hydraulic tank.
5. Only industrial, heavy-duty, hydraulic hoses and fittings conforming to S.A.E. design standards for the service shall be used. All hydraulic hoses shall be terminated with fittings using National Pipe Thread (NPT), JIC thread, or O-ring Boss (ORB) thread fittings. No metric fittings will be accepted. All hydraulic tubes and hoses shall be securely clamped and routed to prevent chaffing, vibration, and excessive noise.
6. Hydraulic system shall include a replaceable, external oil cooler.
7. Hydraulic system shall include a 12 VDC, electric motor driven, emergency hydraulic pump with manual controls to operate the hopper dump system in the event that the sweeper engine is inoperable.

I. Electrical system

1. Electrical system shall be 12 VDC, negative ground.
2. Minimum 90 amp alternator with internal voltage regulator. Alternator must have a minimum output of 35 amp at normal idle speed.
3. Heavy duty, 12 VDC starter with over-crank protection with controls that enable the engine to be started or stopped from either the engine control panel or from the sweeper instrument panel. This starter system must be furnished with a safety cut-off that will disable the starter control in the cab when the sweeper engine is running.
4. One maintenance free, 12 VDC battery rated to provide 925 CCA at 0°F, with stud-type battery posts.
5. Sweeper electrical system shall be independent from the chassis electrical system. All electrical circuits must be protected by manual reset circuit breakers.

6. All electrical wiring shall conform to Section 2.2.H of this specification. Sweeper wiring harnesses shall be color-coded and "function stamped" with appropriate circuit name every four inches, i.e. "Ignition", "Side Broom" on each wire.

2.4 Painting and Marking

- A. Sweeper shall be painted in Chrome Yellow as specified in Appendix A of AC 150/5120-5D.
- B. Pickup head, gutter broom, and truck frame shall be painted black.
- C. An identification number shall be displayed on each side and the roof of the sweeper in accordance with the requirements of AC 150/5210-5D.
- D. A minimum 8-inch wide horizontal band of high gloss white reflective tape shall be provided around the sweeper's perimeter in accordance with the requirements of AC 150/5210-5D.

2.5 Warranty

- A. The Manufacturer shall warrant and guarantee the sweeper and all associated equipment against any defect due to design, materials, or workmanship for a period of two (2) years or 150,000 miles from the date of final acceptance by the Authority.
- B. The Manufacturer shall provide a minimum ten (10) year warranty for the water tank.
- C. All warranty repairs shall be performed on site if possible. If warranty repairs cannot be performed on site, the Manufacturer shall be responsible for all costs associated with transport of the sweeper to an off-site location for repair and subsequent return to TIA.

PART 3 EXECUTION

3.1 Inspection and Testing

Within one week of delivery, the Manufacturer shall provide a factory certified technician to do the following:

- A. Perform a joint inspection with the Authority of the sweeper and all components to verify that the sweeper is "ready-to-run" and that all systems are functioning normally.
- B. Perform a two hour performance test at a site on the airport selected by the Authority in order to demonstrate that the unit meets all of the requirements of this specification. The performance test shall exercise all capabilities and systems on the unit. The Manufacturer shall correct any deficiencies discovered during the performance test at no cost to the Authority.
- C. Successful completion of the performance test and correction of any deficiencies by the Manufacturer shall constitute final acceptance by the Authority for warranty purposes.

3.2 Training

- A. Provide a minimum of one hour of classroom training for the Authority's personnel on the operation and maintenance of the vehicle chassis and associated systems. This training shall include operation of the chassis engine computer scanner, and retrieval and interpretation of engine computer diagnostics.
- B. Provide a minimum of one hour of classroom training for the Authority's personnel on the operation and maintenance of the sweeper systems. This training shall include operation of the sweeper engine computer scanner, and retrieval and interpretation of engine computer diagnostics.
- C. Provide a minimum of two hours of hands-on training for the Authority's personnel covering all aspects of the operation of the vehicle chassis and associated systems and the sweeper systems. This training shall include sweeping of concrete and asphalt areas on the airport.
- D. Provide a minimum of two hours of hands-on training for the Authority's personnel covering all aspects of the maintenance of the vehicle chassis and associated systems and the sweeper

systems. This training shall include operation of the chassis and sweeper engine computer scanners, and retrieval and interpretation of engine computer diagnostics.

3.3 Service

Manufacturer shall have a local distributor with full service repair facility and replacement parts distribution within two hours driving distance of Tucson International Airport.

CONTRACT AGREEMENT
Tucson Airport Authority
20108899 Runway Sweeper
AIP pending / ADOT pending

THIS AGREEMENT, made as of _____, is

BY AND BETWEEN

The Tucson Airport Authority: Tucson Airport Authority
7005 S. Plumer Avenue
Tucson, AZ 85756

And the CONTRACTOR:

WITNESSETH:

WHEREAS it is the intent of the Tucson Airport Authority to purchase equipment for the Tucson Airport Authority generally described as follows;

Runway Sweeper

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, Tucson Airport Authority and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the Tucson Airport Authority, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Contract Agreement, Invitation to Bidders, Instructions to Bidders, General Terms and Conditions, Supplementary Provisions, Technical Specifications and Drawings, Bid Form with attachments, DBE Forms, all issued addenda, Notice to Proceed and any document incorporated in whole or in part by reference and

associated attachments, Required Bonds, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all Tucson Airport Authority authorized change orders issued subsequent to the date of this Contract Agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, Tucson Airport Authority shall pay the CONTRACTOR an amount equal to:

(Amount in Written Words)

(Amount in Numerals)

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated on CONTRACTOR'S Bid Form, which is attached to and made a part of this Contract Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices and all applicable taxes multiplied by the associated estimated quantities;

Article 4 – Payment

Upon completion of the Work and its acceptance by the Tucson Airport Authority, all sums due the CONTRACTOR by reason of faithful performance of the Work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract, will be paid to the CONTRACTOR by the TUCSON AIRPORT AUTHORITY after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the Tucson Airport Authority, arising out of, or by reason of, the Work completed and materials furnished under this Contract.

Tucson Airport Authority shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Terms and Conditions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within 30 calendar days of the date specified in the Tucson Airport Authority's Notice-to-Proceed. CONTRACTOR further agrees to complete the Work within ____ days of the commencement date stated within the Notice-to-Proceed.

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

Article 7 – CONTRACTOR’S Representations

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

Article 8 – CONTRACTOR’S Certifications

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

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of manufacturer in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the Tucson Airport Authority or their designated design professional;
- c. The rights of each party under this Contract Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. The Tucson Airport Authority and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- e. CONTRACTOR understands that if any terms or provisions of this contract, or any contract documents made a part of this contract, or any application thereof shall be invalid or unenforceable, the remainder of this contract and any other application of any such term or provision shall not be affected, thereby.
- f. Any dispute arising out of the terms or the performance of this contract shall be controlled any subject to the laws of the State of Arizona and the prevailing party in such dispute shall be awarded a reasonable amount of attorney fees. Venue for dispute resolution shall in Tucson, Arizona.

Article 10 – Tucson Airport Authority’s Representative

The Tucson Airport Authority’s Representative is defined as follows:

Fred E. Brinker, P.E.
Senior Director Planning & Development
Tucson Airport Authority
7005 S. Plumer Avenue
Tucson, AZ 85756

Said Representative shall assume all rights and authority assigned to them as stated within the Contract Documents in connection with the completion of the Work.

DRAFT

IN WITNESS WHEREOF, Tucson Airport Authority and CONTRACTOR have executed two (2) copies of this Contract Agreement on the day and year first noted herein.

TUCSON AIRPORT AUTHORITY

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

Date: _____

Name: _____

Printed Name: _____

Title: _____

Date: _____

BID FORM

20108899 Runway Sweeper

The undersigned hereby proposes to furnish all necessary labor, permits, material, 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 Contract Time for the unit prices and all applicable taxes stated below:

TOTAL BID

Bid Item Description	Price
New Runway Sweeper	\$_____.
BID PRICE (<i>Written Format</i>):	
TAX	
TAX RATE PERCENTAGE _____%	
Note: Sales tax rate is determined by location of the Supplier's order address. If you are an Out-of-State Supplier and <u>Not</u> authorized to collect Arizona State Tax, please include 5.6% on the tax rate percentage line; the Authority must pay a 5.6% Use Tax to the State of Arizona on all out-of-state purchases.	

ACKNOWLEDGEMENTS BY BIDDER

- The Bidder acknowledges and accepts that the Project Documents are comprised of the documents identified within the Instructions to Bidders. The Bidder further acknowledges that each of the individual documents that comprise the Project Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful Bidder.
- 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 Bid amount. The Bidder acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the Bid Guaranty to the Authority as a liquidated damage.
- The Bidder acknowledges and accepts the Authority's right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure.
- The Bidder acknowledges and accepts the Authority'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 receipt of Bids. During this evaluation period, the Bidder agrees to honor the stated price(s) without any adjustment.
- The undersigned agrees that upon written Notice-of-Award of contract, he or she will provide executed payment and performance bonds and Evidence of Insurance within 14 days of the Notice-of-Award; and, furthermore execute the Contract Agreement within 14 days of the receipt of the formal Contract Agreement. The undersigned accepts that failure to execute the Contract Agreement and provide the required bonds within the stated timeframe shall result in forfeiture of the Bid Guaranty to the Authority as a liquidated damage.
- Time of Performance: By submittal of this Bid, the undersigned acknowledges and agrees to commence work within 30 calendar days of the date specified in the written Notice-to-Proceed as issued by the Authority. The undersigned further agrees to complete the Work within () **Calendar days** from the date specified in the Notice-to-Proceed.

- g. The Bidder acknowledges that the requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Authority to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. Although the Authority has not set a DBE goal for this contract, the Authority encourages the use of DBE firms and will make available to Bidders a DBE interest list upon request.
- h. The undersigned acknowledges receipt of the following addenda:
- | | | |
|----------------------|-------------|----------------|
| Addendum Number ____ | dated _____ | Received _____ |
| Addendum Number ____ | dated _____ | Received _____ |
| Addendum Number ____ | dated _____ | Received _____ |

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 Work.
- c. The Bidder has found no errors, conflicts, ambiguities or omissions in the Project Documents, except as previously submitted in writing to the Authority that would affect cost, progress or performance of the Work.
- d. The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the Work.
- e. The Bidder has complied with all requirements of these instructions and the associated Project Documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this Bid are named herein and that this Bid is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of the Authority's has direct or indirect financial interest in this Bid.
- b. **Certification of Non-Segregated Facilities:** (41 CFR Part 60-1.8)
The Bidder, as a potential federally-assisted contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

c. **Trade Restriction Certification:** (49 CFR Part 30)

The Bidder, by submission of an offer certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

d. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** (49 CFR Part 29)

The Bidder certifies, by submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Bid that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/Bid.

e. **Buy American Certification:** (Title 49 U.S.C. Chapter 501)

By submitting a proposal under this solicitation, except for those items listed by the Bidder below or on a separate and clearly identified attachment to this Bid, the Bidder certifies that steel and each manufactured product, are produced in the United States, as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Bidder may obtain from the owner a listing of articles, materials and supplies excepted from this provision.

Product	Country of Origin

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 DBE forms.
3. Evidence of Bidder's qualifications per the requirements of the Instructions to Bidders and documented on the provided form.
4. Standard Warranty on labor and materials including length of coverage and provider contact information.
5. Completed Non Collusion Affidavit Form.

SIGNATURE OF BIDDER**IF AN INDIVIDUAL:**

Name: _____

By: _____
(Signature of Individual)

Doing Business as: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION:

Corporation Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____ (CORPORATE SEAL)

Telephone Number: _____

ATTEST:

By: _____
(Authorized Signature)

Name and Title: _____

IF A JOINT VENTURE: *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

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 the State of _____ with its principal office in the City of _____ and duly authorized to do business in the State of Arizona, (hereinafter called the "Surety") as surety are held and firmly bound unto the Tucson Airport Authority (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 and gives the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, 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 _____

PAYMENT BOND

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS;

That, _____ (hereinafter called the "Principal") as principal and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____ and duly authorized to do business in the State of Arizona, (hereinafter called the "Surety") as surety are held and firmly bound unto the Tucson Airport Authority (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.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__ for 20108899 Runway Sweeper.

NOW, THEREFORE, the condition of this obligation is such that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

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

WITNESS:

Principal

Seal

BY

Surety

Seal

BY

NONCOLLUSION AFFIDAVIT

Bidder hereby affirms to the Authority 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, combination, conspiracy or other act in restraint of trade or commerce which is unlawful under the laws of the State of Arizona with regard to any contract with any person or entity for the purchase of equipment, labor or materials, or for the construction, repair, addition or alteration to any building, structure, or improvement under this Agreement; or any subcontract with a contractor or a proposed contractor for the purchase of equipment, labor or materials, or for the construction, repair, addition or alteration to any building, structure or improvement.

BIDDER _____

By _____

Its _____

STATE OF ARIZONA)
) ss.
County of Pima)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, by
_____ in his capacity as _____.

Notary Public

My commission expires:

Buy America Certification
(Title 49 U.S.C. Section 50101)

PROJECT NAME:	20108899 Runway Sweeper
AIRPORT NAME:	Tucson International Airport

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. The Bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

- (a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
- (b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -
 - (1) Applying subsection (a) would be inconsistent with the public interest;
 - (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
 - (3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -
 - A. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
 - B. Final assembly of the facility or equipment has occurred in the United States; or
 - (4) Including domestic material will increase the cost of the overall project by more than 25 percent.
- (c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

* * * * *

As a matter of bid responsiveness, the Bidder must complete and submit this certification with their bid. The Bidder must sign and date the certification. The Bidder must indicate how they propose to comply with the Buy America provision by selecting one of the following certification statements.

- ☐ The Bidder hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The Bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.
- ☐ The Bidder hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 50101(a); Bidder therefore requests a waiver per Title 49 U.S.C Section 50101(b) subject to the following conditions (check applicable condition):
 - ☐ For equipment and material the FAA has already issued a waiver to AIP Buy American preferences as indicated on the current FAA Buy American conformance list, Bidder shall submit a listing to TAA of specific equipment and material it proposes to install on the project within 5 calendar days of the date of the notice of apparent award of contract.
 - ☐ For equipment and material the FAA has not previously issued a waiver to Buy American preferences, the Bidder identified with the apparent low bid agrees to prepare and submit to TAA a waiver request and component calculation information within 5 calendar days of the date of the notice of apparent award of contract.

Official Name of Bidder

Signature

Date

BIDDER'S QUALIFICATIONS REFERENCES

Please list three (3) previous customers in the past five (5) years who were provided similar types of equipment.

Company: _____

Contact Person: _____

Contact Phone Number: _____

Item Provided: _____

Date of Delivery of Item: _____

Company: _____

Contact Person: _____

Contact Phone Number: _____

Item Provided: _____

Date of Delivery of Item: _____

Company: _____

Contact Person: _____

Contact Phone Number: _____

Item Provided: _____

Date of Delivery of Item: _____

TUCSON AIRPORT AUTHORITY
DISADVANTAGE BUSINESS ENTERPRISE UTILIZATION FORM
TO BE SUBMITTED WITH BID

Name & Address of DBE Firm to be Used	Disadvantaged Owner and Basis of Disadvantage	Type of Work Performed	Dollar Value of Work

Although DBE participation in this project is not required, TAA encourages the bidder to voluntarily seek out and consider subcontracting opportunities with certified Disadvantaged Business Enterprises ("DBEs") so that DBEs have a fair and equal opportunity to participate in TAA's contracts.

Total Amount of Bid \$ _____

Total Proposed DBE Participation: \$ _____ Percent of Total Amount of Bid _____%

By signing and submitting this DBE utilization form, the bidder commits that it will use the DBE subcontractor(s) listed above.

Please note that all DBE firms listed above must be currently certified as DBEs with one or more of the Arizona Unified Certification Program Partners prior to the date that bids are due. TAA recognizes only current certifications by ADOT, City of Phoenix, and City of Tucson. For a current list of DBE firms recognized by TAA, or if you have any questions about TAA's DBE Program, please contact Tina Moore or Anne Roberts, TAA DBE Liaison Officers, at 520-573-4811.

The Tucson Airport Authority does not guarantee or certify the professional or technical capabilities of the DBEs listed in any DBE Directory.

The following must be submitted by the successful bidder within seven (7) days of notice of contract award: (1) written documentation of the bidder's commitment to use each DBE subcontractor listed above; and (2) written confirmation from each DBE listed above that it is participating in the Bidder's bid as described above.

Note that this form and the accompanying documentation is required for ALL TAA contracts, regardless of whether or not the Tucson Airport Authority has established a specific goal for DBE participation on this contract. If TAA has set such a contract goal, however, and the bidder is not meeting that goal, the bidder must attach a description of the efforts it made to obtain DBE participation, in order to demonstrate that it made good faith efforts to meet the goal. For guidance concerning what constitutes good faith efforts, see Appendix A to 49 CFR, Part 26.

Bidder Authorized Signature

Official Name of Bidder

Date

TUCSON AIRPORT AUTHORITY INTEREST LIST FORM

The Tucson Airport Authority ("TAA"), in compliance with federal regulations, is seeking to compile an interest list containing the following information about each firm who has interest in an airport project. Please complete this form if you are not already on TAA's list, and for any subcontractors, materialmen, or suppliers from whom you solicited interest, if they are not already on TAA's list. A copy of the current TAA Interest List can be obtained from Sylvia Granillo via phone at 520-573-4821, via fax at 520-573-8013, or via email at sgranillo@tucsonairport.org.

Firm understands and agrees that the following information will be published and made available to interested parties upon request (please check one): ☐ Yes ☐ No

Name of Firm: _____

Contact Person: _____

Address of Firm: _____

Telephone: _____

Fax: _____

Email Address: _____

Specialty of Firm: _____

Is the firm currently certified as a disadvantaged business enterprise ("DBE") by any Partner(s) of the Arizona Unified Certification Program (City of Tucson, City of Phoenix, Arizona Department of Transportation)?

_____ Yes _____ No

If yes, please state from which Partner(s) the firm received its certification: _____