

CONTRACT DOCUMENTS/SPECIFICATIONS FOR
SALINA REGIONAL AIRPORT

A.I.P. 3-20-0072-039

Aircraft Rescue And Fire Fighting Equipment And Tools



Salina, Kansas

March 23, 2018

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SECTION 1

NOTICE TO BIDDERS

SALINA AIRPORT AUTHORITY

SALINA REGIONAL AIRPORT

Sealed bids subject to the conditions and provisions presented herein will be received until 2 PM CST on April 17, 2018, and then publicly opened and read at the **Salina Airport Authority "Owner", Hangar 600 2nd Floor Conference Room, 2720 Arnold Court, Salina, Kansas 67401**, for furnishing all labor, materials and equipment and performing all work necessary to: Supply and deliver specified Aircraft Rescue and Fire Fighting Equipment and Tools.

Specifications are on file and may be examined at the office of the **Executive Director, Salina Airport Authority, M.J. Kennedy Air Terminal Building, 3237 Arnold Avenue, Salina, KS 67401**. Questions concerning the Specifications for this project should be directed to Kenny Bieker, Director of Facilities and Construction with the Salina Airport Authority, 785-827-3914 or by e-mail at kennyb@salair.org.

A complete set of hard copy bid documents may be obtained from the Salina Airport Authority, 3237 Arnold Avenue, Salina, KS 67401 for a fee of \$50.00. None of the charge will be refunded. When Specifications are ordered, they will be delivered by Federal Express. Electronic copies of the bid specification are available upon request for no charge by emailing SAAOffice@salair.org.

A prebid conference for this project will be held at 2 PM CST on April 3, 2018 at the **Salina Airport Authority, Hangar 600 2nd Floor Conference Room, 2720 Arnold Court, Salina, Kansas 67401**. This may also be attended by conference call by dialing 1-866-970-7872 (toll-free) and entering the Participant ID #: 637258 when prompted.

Contract Work Items: This project will involve the following work items and estimated quantities.

Personal Protective Equipment (PPE). Must meet the requirements of NFPA 1971, 2007 Edition or Latest Addition, <i>Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting</i> .			
Item No.	Description	Quantity	Unit
1	Protective Clothing (Bunker Gear) with the following options. (A) Radio Pocket with mic loop Left Coat Breast 3" x 10" (B) Clip and Flashlight Strap Right Coat Breast (C) Wrist with thumb hole Straps on Hand sleeves (D) Tail extension on coat with name on tail (E) Bellowed Pocket Left & Right side of coat 9" x 8" (F) Bellowed Pocket Left & Right side of pant legs. 8" x 8" (G) Reinforced Pant Cuffs (H) Reinforced Coat Sleeve Cuffs (I) Moisture Barrier for coat (J) Pant with combination Belt/Removable Suspender (K) (L) Reinforced Knee pads (M) 14" Boots (N) 10" Gloves (O) Eagle on Helmet (P) Plexiglass visors, retractable, on helmet (Q) Clip and loop for gloves	4	Each

Self Contained Breathing Apparatus (SCBA). Must meet the requirements of NFPA 1981, 2007 Edition or Latest Addition, <i>Standard on Open-Circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services</i>			
Item No.	Description	Quantity	
2	Self-Contained Breathing Apparatus NFPA 1981 & 1500, Aluminum Composite (60 Minute, 4500 psi)	4	Each

Powered Rescue Tools. Must meet the requirements of NFPA 1936, 2005 Edition or Latest Addition, <i>Standard on Powered Rescue Tools</i>			
Item No.	Description	Quantity	
3	Skin penetrator / agent applicator	1	Each
4	Air Gun Impact Tool Kit with 150' Hose.	1	Each
5	Cut off Saw, 14" Blade	1	Each

6	Battery powered Positive Pressure Fan	1	Each
7	28" Battery Powered extrication system with spreader jaws.	1	Each
8	28" Battery Powered extrication system with cutter jaws.	1	Each
9	Video Camera	1	Each

Miscellaneous Equipment			
Item No.	Description	Quantity	
10	20' Aluminum Extension ladder meeting NFPA 1931	1	Each
11	Section of hose 2.5" dia. For tank fill	1	Each
12	Set of Spanner wrenches for fittings on the vehicle	1	Each
13	Hydrant Tool for local water supply sources	2	Each
14	Rubber Wheel chocks	2	Each
15	Nylon Utility Rope, 1/2" dia. 100' length	1	Each
16	Wrecking Bar, Pry Bar, Crash Axe	1	Each
17	Fire resistant blanket	1	Each
18	Bolt cutters	1	Each
19	intrinsically safe Stream light / lite box flash light	1	Each
20	Harness cutting tool	2	Each
21	Hook, grab, salvage Pike Pole	1	Each
22	First Responder First Aid Kit	1	Each
23	4 lb. hammer	1	Each
24	Infrared Camera	1	Each
25	Foam refill (55 gallon drum) Mill Spec MIL-F-24385F(1)	4	Each
26	Storz Connector	1	Each
27	Non-Emergency Multi Colored flashing light bar	2	Each
28	150' High pressure hose with connections for filling air tank for dry chemical propellant.	1	Each

Contract Time

The owner has established a contract performance time as follows:

The owner has established a contract performance time of ninety (90) days from the date of the Notice-To-Proceed. All Tools and equipment shall be delivered to the site at 2040 Beechcraft Road which is the Aircraft Rescue Fire Fighting (ARFF) building. Partial deliveries will be accepted and payment will be made for such partial deliveries based on the unit cost in the proposal. No more than one payment per month will be issued.

Bid Security

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

Bonding Requirements – N/A

Award of Contract

All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the **Salina Airport Authority** for a period not to exceed one hundred and thirty-six (136) days from the date of the bid opening for the purpose of conducting the bid evaluation.

Award of contract will be based on the lowest aggregate sum proposal submitted from those bidders that are confirmed as being responsive and responsible. The right is reserved, as the **Salina Airport Authority** may require, to reject any and all bids and to waive any informality in the bids received.

Award of the contract is contingent upon the owner receiving Federal funding assistance under the Airport Improvement Program. All Bids may be held by the Salina Airport Authority until August 31, 2018 or until Federal approval has been received to proceed with Award of Grant and funding has been approved.

Federal Provisions

This project is subject to the following Federal provisions, statutes and regulations;

Airport and Airway Improvement Act of 1982 as amended.

In accordance with the Davis-Bacon Act, as amended, the Contractor will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor.

Equal Employment Opportunity and Affirmative Action Requirement. The proposed contract is under and subject to 41 CFR Part 60-4 and Executive Order 11246 of September 24, 1965, as amended, and to the equal opportunity clause and the Standard Federal Equal Employment Opportunity Construction Contract specifications including the goals and timetables for minority and female participation.

Non-Segregated Facilities. The successful bidder will be required to submit a certification of Non-

segregated Facilities and to notify prospective subcontractors of the requirement for such a certification where the subcontract exceeds \$10,000.

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

DBE Requirement. N/A

Other Federal Provisions Award of contract is also subject to the following Federal Provisions:

- Buy American Preference
- Foreign Trade Restrictions
- Government-wide Debarment and Suspension
- Government-wide Requirements for Drug-free Workplace
- Other Federal Provisions included in Section 4

Additional Provisions

Modification to the project documents may only be made by written addendum by the Owner or Owner's authorized Representative.

The Proposal must be made on the forms provided within the bound project manual and shall not be removed from the bound documents. Proposals submitted separate from the bound documents will be considered irregular and will be eligible for rejection. Bidders must supply all required information prior to the time of the bid opening.

Submittal of Proposals

Additional information and instructions for submittal of a proposal are provided within the Instructions-to-Bidders.

SECTION 2

INSTRUCTIONS TO BIDDERS

Owner and Owner's Representative

The Owner as stated herein refers to the following agency **Salina Airport Authority**.

Bidder Representations

By submittal of a proposal (bid), the BIDDER represents the following:

- The Bidder has read and thoroughly examined the project documents
- The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- The Bidder has correlated their observations with that of the project documents.
- The Bidder has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner 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 bid documents.

Bid Documents/Project Manual

The bid documents are comprised of the following; Notice-to-Bidders, Instructions-to-Bidders, Proposal Form with attachments, Contract Agreement, General Provisions, Supplementary Provisions, Equipment Specifications with attachments, any authorized addenda issued by the Owner and any document incorporated in whole or in part by reference therein.

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

Those individual elements of the Contract Documents and Specifications that are bound together shall also be referred to as the Project Manual. No part of the project manual that is bound may be removed or detached.

Prospective Bidders may obtain a copy of the project manual and project drawings from the designated office identified within the Notice-to-Bidders.

Modifications to Project Documents

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

Errors and Discrepancies in Project Documents

Should the Bidder find an error, discrepancy, ambiguity or omission in the project documents prior to submittal of a proposal, the Bidder is obligated to contact the Owner or Engineer 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. By submittal of a Bid Proposal, the Bidder represents that they have thoroughly reviewed the project documents and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the project work.

Clarifications and Interpretations

A Bidder requiring a clarification or interpretation of the project documents shall make a written request to the Owner or Engineer. The Owner or Engineer must receive the written request a minimum of seven (7) calendar days prior to the date of the bid opening.

Issuance of Proposal Forms

The Owner reserves the right to refuse to issue a proposal form to a prospective Bidder should the Bidder be in default for any of the following reasons:

Failure to comply with any pre-qualification regulations of the owner, if such regulations are cited or otherwise included, in the proposal as a requirement for bidding.

- a. Failure to pay, or satisfactory settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective Bidder.
- b. Contractor default under previous contracts with the owner
- c. Unsatisfactory work on previous contracts with the owner

Form of Proposal

All bid proposals shall be made on the forms provided by the Owner within the bound Project Manual. No Bidder may submit more than one proposal. All proposals are to be written in ink or typed and shall be clearly legible. All blank spaces in the proposal forms shall be legibly completed for each and every bid item. The Bidder shall not qualify any bid item. The Bidder shall initial any erasures and alterations made on the proposal form by the Bidder.

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

Signature of Proposal

The proposal 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 Owner as an attachment to the proposal.

Modification or Withdrawal of Bid Proposal

Bidder may modify or withdraw their proposal at any point up to the specified time and date identified for receipt of proposals. Any request for bid withdrawal or modification by the Bidder that is received after the specified time and date for receipt of proposals will be returned unopened to the sender.

Any modification to a Bidder's proposal, subject to the time constraint noted herein, must be made on the proposal forms contained in the project manual. The Bidder's authorized representative must sign the modification. The modification shall be placed in a sealed envelope and the statement "Modification to Proposal" shall be legibly marked in the upper left hand corner. Withdrawal of a proposal may be made, subject to the time constraint noted herein, only with written confirmation under signature of the Bidder.

Bid Bond

- (1) The Bidder is required to furnish a bid bond in the form of certified check, cashier's check, irrevocable letter of credit, or surety bid bond acceptable to the Owner in the sum equal to at least 5% of the total amount of the Proposal payable without condition to Salina Airport Authority, if: (1) the total amount of your accumulative bid is more than \$20,000 or (2) is required elsewhere in this solicitation.
- (2) The Bid Bond shall guarantee that the bid will not be withdrawn or modified after the time set for the receipt of bid offers, and if accepted, that the person, firm or corporation submitting same shall within thirty (30) calendar days after being notified of the acceptance of its bid offer, enter into a Contract and shall, within said time, furnish the required bonds and all insurance certificates called for under this invitation for bid.
- (3) The Bid Bonds of unsuccessful bidders will not be returned to the respective bidders unless a self-addressed, stamped envelope is provided along with a written request for bid bond return. However, if a certified check or a cashier's check is submitted in lieu of the Bid Bond, it will be returned as soon as possible after the lowest responsive and responsible bidder is determined and a contract is executed.
- (4) In the event the bidder whose bid offer is accepted fails to enter into the contract and/or furnish the proper bonds, its certified check, cashier's check, irrevocable letter of credit, or surety bid bond will be forfeited in full to the Owner.

Bidder Qualifications

Each Bidder shall furnish the owner satisfactory evidence of their competency and financial capability to perform the proposed work. The Bidder shall demonstrate that they are a responsible firm that possesses the skills, abilities, and integrity to faithfully perform the project work. Evidence of competency shall consist of statements covering the Bidder's past experience on similar work, a listing of recent projects and of key personnel that are available for the project.

Evidence of financial responsibility shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year. A public accountant must certify such statements and reports. If the Bidder is presently pre-qualified with the State Highway agency, evidence of this pre-qualification may serve as evidence of financial responsibility in lieu of the certified financial statements and reports.

Alternate Bids

The Bidder shall complete all blanks provided on the proposal forms. When so permitted by the Owner, the Bidder shall legibly write the statement "No Bid" for those alternate bid options that the Bidder elects not to submit a proposal.

Submission of Bid Proposal

Proposals shall be sent to arrive at the specified time and date for receipt of bids. Proposals received after the specified time will not receive consideration and will be returned unopened. Proposals shall be

enclosed in a sealed opaque envelope. Each proposal shall be addressed to the office location identified as follows:

**Executive Director
Salina Airport Authority
3237 Arnold
Salina, Kansas 67401**

The upper left hand corner of the envelope shall be marked as follows:

SEALED BID PROPOSAL

Bid of {Name of Contractor}

for Aircraft Rescue and Fire Fighting Equipment and Tools Acquisition at the Salina Regional Airport

To be opened at: 2:00 p.m., April 17, 2018

For a modification to a previously submitted proposal, insert "MODIFICATION TO PROPOSAL" in place of "SEALED BID PROPOSAL".

Bid Opening

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

Evaluation of Proposals

Proposals may be held by the Owner for purposes of review and evaluation by the Owner for a period not to exceed one hundred and thirty-six (136) calendar days from the stated date for receipt of bids. The Owner will tabulate all bids and verify proper extension of unit costs. The Bidder shall honor their proposal for the duration of this period of review and evaluation. The bid bond will be held by the Owner until this period of review has expired or a contract has been formally executed.

Bid Informalities and Irregularities

The Owner reserves the right to waive any informality or irregularity discovered in any proposal, which in the owner's judgment best serves the Owner's interest. In the 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 numeral values, the written value shall take precedence.

Irregular Proposals

Proposals meeting the following criteria are subject to consideration as being irregular:

1. If the proposal is on a form other than that furnished by the Owner or Owner's representative.
2. If the form furnished by the Owner or Owner's representative is altered or detached from the original document.
3. If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
4. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized pay items, for which the Bidder is not required to furnish a unit price.
5. If the proposal contains unit prices that are obviously unbalanced.
6. If the proposal is not accompanied by the bid guarantee specified herein.

Disqualification of Bid Proposals

The Owner reserves the right to reject any or all bids, as determined to be in the best interest of the Owner.

Causes for rejection of proposals include but are not limited to:

- Submittal of an irregular proposal;
- Submittal of more than one proposal from the same partnership, firm or corporation;
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- Failure by Bidder to furnish satisfactory bid guarantee;
- Failure by Bidder to provide all information required of the bid forms;
- Failure by Bidder to comply with the requirements of bid instructions;
- Failure by the Bidder to demonstrate good faith efforts in obtaining participation by certified DBE firms;
- Determination by the Owner that Bidder is not qualified to accomplish the project work;
- Determination by the Owner that the Bidder has placed conditions on or qualified their proposal;
- Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
- Inclusion of the Bidder on the "Excluded Parties Listing System" as maintained and published by the General Services Administration;
- Evidence of collusion among Bidders.

Cancellation of Award

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

Notice of Award of Contract

It is the intent of the Owner, after a period of review and evaluation, to award a contract to the responsible Bidder that submits the lowest responsive proposal. The successful Bidder will be informed their bid has been accepted through the Owner'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 agreement shall serve as the binding agreement.

Contract Agreement

The successful Bidder shall execute the contract agreement in accordance with the accepted bid proposal within fifteen (15) calendar days of the date of the Notice-of-Award. Failure to execute the contract agreement within the specified time frame may result in the bid being awarded to the next low Bidder and shall result in the forfeiture of the Bidder's bid guarantee as a liquidated damage.

Performance and Payment Bonds

~~The successful Bidder shall furnish separate performance and payment bonds each in the amount of 100% of the contract price. The bonds shall be made payable to the Owner as security for faithful performance of the contract and for the payment of all persons, firms or corporations to whom the Bidder may become legally indebted for labor, materials, tools, equipment or services in the performance of the project work. The form of the bond shall be that provided within the project manual. The current power of attorney for the person signing the bond as a representative of the surety shall be attached to the bonds.~~

~~The executed bonds shall be delivered to the Owner simultaneously with the delivery of the executed contract. The bonds shall be issued by a solvent Surety, which is certified to operate within the State the project work is located and which is listed in the current issue of the U.S. Treasury Circular 570. If~~

~~specifically requested by the Owner, the successful Bidder shall obtain and submit information on the surety's financial strength rating.~~

Certificates of Insurance

The successful Bidder shall furnish to the Owner all required certificates of insurance as specified with the project manual.

DBE Affirmation

~~Bidders will submit with their bid the Disadvantage Business Utilization Commitment Form.~~

Approval of the Contract

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

Delivery of the fully executed Contract Agreement to the successful Bidder shall constitute the Owner's approval to be bound by the successful Bidder's proposal and all terms and conditions of the Contract Agreement.

Upon satisfactory execution of the contract by the successful Bidder and the Owner, all references to "Bidder" in the bid documents become equivalent to the term "Contractor".

State Sales Tax on Materials and Supplies Purchased for Use on This Project

The Salina Airport Authority will issue a State sales tax exemption certificate to the successful Bidder and the successful Bidder will not be required to pay State sales tax on materials and supplies purchased for use on this project. The successful Bidder will be responsible for payment of all other taxes.

SALINA AIRPORT AUTHORITY

SALINA REGIONAL AIRPORT
SALINA, KANSAS

FAA AIP PROJECT NO. 3-20-0072-39

PROPOSAL FORM

TO THE SALINA AIRPORT AUTHORITY
SALINA, KANSAS

1. The undersigned Bidder declares that he has read the Equipment Specifications and other Contract Documents, and he proposes and agrees, if this Proposal is accepted to provide, at his own expense, all labor, insurance, superintendence, machinery, plant, equipment, tools, apparatus, appliances, and means of construction and all materials and supplies, and to complete, ready for its intended purpose, the entire work and all parts thereof described as included under the Contract herein bid upon, in the manner and items prescribed, including all work incidental thereto, according to the Contract Documents and Equipment Specifications and such instructions as the Salina Airport Authority may give.

2. The undersigned Bidder, in compliance with your Invitation to Bids dated March 23, 2018 for furnishing all equipment in this proposal in a "New" condition for use on the Salina Regional Airport for the following unit prices:

Personal Protective Equipment (PPE). Must meet the requirements of NFPA 1971, 2007 Edition or Latest Addition, <i>Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting</i> .					
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Protective Clothing (Bunker Gear) with the following options. (A) Radio Pocket with mic loop Left Coat Breast 3" x 10" (B) Clip and Flashlight Strap Right Coat Breast (C) Wrist with thumb hole Straps on Hand sleeves (D) Tail extension on coat with name on tail (E) Bellowed Pocket Left & Right side of coat 9" x 8" (F) Bellowed Pocket Left & Right side of pant legs. 8" x 8" (G) Reinforced Pant Cuffs (H) Reinforced Coat Sleeve Cuffs (I) Moisture Barrier for coat (J) Pant with combination Belt/Removable Suspender (K) (L) Reinforced Knee pads (M) 14" Boots (N) 10" Gloves (O) Eagle on Helmet (P) Plexiglass visors, retractable, on helmet (Q) Clip and loop for gloves	4	Each		

Self Contained Breathing Apparatus (SCBA). Must meet the requirements of NFPA 1981, 2007 Edition or Latest Addition, *Standard on Open-Circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services*

Item No.	Description	Quantity		Unit Cost	Total Cost
2	Self Contained Breathing Apparatus NFPA 1981 & 1500, Aluminum Composite (60 Minute, 4500 psi)	4	Each		

Powered Rescue Tools. Must meet the requirements of NFPA 1936, 2005 Edition or Latest Addition, *Standard on Powered Rescue Tools*

Item No.	Description	Quantity		Unit Cost	Total Cost
3	Skin penetrator / agent applicator	1	Each		
4	Air Gun Impact Tool Kit with 150' Hose.	1	Each		
5	Cut off Saw, 14" Blade	1	Each		
6	Battery powered Positive Pressure Fan	1	Each		
7	28" Battery Powered extrication system with spreader jaws.	1	Each		
8	28" Battery Powered extrication system with cutter jaws.	1	Each		
9	Video Camera	1	Each		

Miscellaneous Equipment

Item No.	Description	Quantity		Unit Cost	Total Cost
10	20' Aluminum Extension ladder meeting NFPA 1931	1	Each		
11	Section of hose 2.5" dia. For tank fill	1	Each		
12	Set of Spanner wrenches for fittings on the vehicle	1	Each		
13	Hydrant Tool for local water supply sources	2	Each		
14	Rubber Wheel chocks	2	Each		
15	Nylon Utility Rope, 1/2" dia. 100' length	1	Each		
16	Wrecking Bar, Pry Bar, Crash Axe	1	Each		
17	Fire resistant blanket	1	Each		
18	Bolt cutters	1	Each		
19	intrinsically safe Stream light / lite box flash light	1	Each		
20	Harness cutting tool	2	Each		

21	Hook, grab, salvage Pike Pole	1	Each		
22	First Responder First Aid Kit	1	Each		
23	4 lb. hammer	1	Each		
24	Infrared Camera	1	Each		
25	Foam refill (55 gallon drum) Mill Spec MIL-F-24385F(1)	4	Each		
26	Storz Connector	1	Each		
27	Non-Emergency Multi Colored flashing light bar	2	Each		
28	150' High pressure hose with connections for filling air tank for dry chemical propellant.	1	Each		

3. The undersigned proposes to deliver the tools & equipment in new condition to the Salina Regional Airport, Salina, Kansas within go calendar days after issuance of the Notice to Proceed.

4. In evaluating bids for award of contract, the Owner may take into account any exceptions taken to the Equipment Specifications and the proposed delivery date for its effect upon the total cost of the vehicle.

5. The undersigned agrees, upon written notice of the acceptance of this bid within one hundred and thirty-six (136) days after the opening of the bids, that he will execute the Contract in accordance with the bid as accepted and give the required documents within fifteen (15) days after the Notice-of-Award.

6. As an evidence of good faith in submitting this Proposal, the undersigned encloses a certified check, cashier's check or bid bond in the amount not less than five percent (5%) of the total amount of the bid, which, in case he refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, shall be forfeited to the Salina Airport Authority as liquidated damages.

7. The undersigned hereby declares that the only parties interested in the Proposal are named herein, that this Proposal is made without collusion with any other person, firm or corporation, that no employee of the Salina Airport Authority, officer or agent is directly or indirectly financially interested in this bid.

8. Addendum Nos. _____ were received and considered in the preparation of this Proposal.

Dated in _____, this _____ day of _____, 2018.

SIGNATURE OF BIDDER

If an Individual: _____, doing

business as _____

If a Partnership: _____

by _____, a member of firm

If a Corporation: _____

by _____

Title _____ (SEAL)

Business Address of Bidder: _____

Certificate of Buy American Compliance for Manufactured Products

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

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

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

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

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

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

Required Documentation

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

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American

Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

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

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

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

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

Date

Signature

Company Name

Title

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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

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

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

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

Required Documentation

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

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

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

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

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

Date

Signature

Company Name

Title

SALINA AIRPORT AUTHORITY

SALINA REGIONAL AIRPORT
SALINA, KANSAS

FAA AIP PROJECT NO. 3-20-0072-39

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the Salina Airport Authority, Salina, Kansas, Party of the First Part, hereinafter referred to as the “Owner”, and _____, Party of the Second Part, hereinafter referred to as the “Contractor” for furnishing, equipping, and delivering, Aircraft Rescue Fire Fighting Equipment and Tools, F.O.B. Salina Regional Airport, Salina, Kansas.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the work in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him by reason of said faithful performance of the work, in the amount certified by the Owner and in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any reference herein to the “Contract” shall include all “Contract Documents” as the same are listed and prescribed in Paragraph 1 of SECTION 5, GENERAL CONDITIONS bound herein, and said Contract Documents are hereby made a part of this Agreement as fully as if set out at length herein, and that this contract is limited to the items in the Proposal as signed by the Contractor and included in the Contract Documents.

ARTICLE 5. The Contractor agrees to provide all materials as described in the Contract Documents for the lump sum price, and within the time period as submitted in the Bid. This Contract Agreement covers the following equipment as submitted in the bid:

Furnishing, equipping and delivering Aircraft Rescue Fire Fighting Tools and Equipment, F.O.B. Salina Regional Airport, Salina, Kansas. The unit shall be as provided for in the Contract Documents, and shall incorporate all submittals provided by the Contractor with his Bid Proposal and as attached herewith.

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed the day and year first herein written in five (5) copies, all of which to all intents and purposes shall be considered as the original.

OWNER, PARTY OF THE FIRST PART

CONTRACTOR, PARTY OF THE SECOND PART

SALINA AIRPORT AUTHORITY, SALINA, KS

By_____

By_____

(Office or Position of Signer)

(Office or Position of Signer)

(SEAL)

ATTEST_____

(office or Position of Signer)

GENERAL CONDITIONS

1. **CONTRACT DOCUMENTS:** It is understood and agreed that the Notice-to-Bidders, Instructions-to-Bidders, Proposal Form with attachments, Contract Agreement, General Provisions, Supplemental Provisions, Equipment Specifications with attachments which may be furnished by the Contractor and approved by the Owner, are each and all included in this Contract and the work shall be done in accordance therewith.
2. **DEFINITIONS:** Words, phrases, or other expressions used in these Contract Documents and defined in this paragraph, shall have the meaning herein given:

ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

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

AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.

ASTM. The American Society for Testing and Materials.

AWARD. The acceptance, by the owner, of the successful bidder's proposal.

BID SECURITY/BID BOND. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the owner.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

CALENDAR DAY. Every day shown on the calendar.

CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; ~~The Performance Bond; The Payment Bond;~~ any required insurance certificates; The Equipment Specifications; The Plans, and any addenda issued to bidders.

CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

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.

DBE - Disadvantaged Business Enterprise.

EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner to be necessary to complete the work within the intended scope of the contract as previously modified.

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 of the Owner 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.

INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Owner, subject in each case to the final determination of the owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

LABORATORY. The official testing laboratories of the owner or such other laboratories as may be designated by the Owner.

MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

MATERIALS. Any substance specified for use in the construction of the contract work.

NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

OWNER (SPONSOR). The term owner shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term sponsor shall have the same meaning as the term owner.

~~**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.~~

PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

~~**SURETY.** The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the owner by the Contractor.~~

WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

3. **VERBAL STATEMENTS NOT BINDING:** It is understood and agreed that the written items and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of the Owner, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written agreement.
4. **LEGAL ADDRESSES:** The business address of the Contractor given in the Proposal upon which this Contract is founded, is hereby designated as the place to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The business address of the Owner appearing in the Advertisement for Bids is hereby designated as the place to which all notices, letters, and other communications to the Owner may be mailed or delivered. The delivery by one party to the other party at an address so designated, or the depositing in any mail box regularly maintained by the Post Office, or any notice, letter, or other communication addressed to such address, postage

prepaid, registered or certified mail, with return receipt requested, shall be deemed sufficient service thereof, and the date of said service shall be the date of such delivery of mailing. Either party may change the said address or addresses at any time by an instrument in writing delivered to the other party. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or communication upon either party personally.

5. **PATENTS:** It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents or patent infringement claims for materials, articles, apparatus, devices, or equipment (as distinguished from processes) used in or for the work, shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at any time for such; and he shall be liable for any damages, or claims for patent infringements. The Contractor shall, at his own cost and expense, defend any and all suits or proceedings that may be instituted at any time against the Owner for infringement or alleged infringement of any such patents involved in the work and, in case of an award of damages, the said Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. The Contractor, however, shall not be liable for the defense of any suit or other proceedings, nor for the payment of any damages or other costs in connection therewith, for the infringement or alleged infringement of any patented process required by the Owner in the design of the work to be done under this Contract or by the Equipment Specifications therefore.
6. **RIGHT OF OWNER TO TERMINATE CONTRACT:** If the material to be furnished under this Contract shall be abandoned by the Contractor; or if this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned by him otherwise than as herein provided; or if the Contractor should be adjudged bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a Receiver should be appointed for the Contractor or any of this property; or that the Contractor is violating any of the conditions or covenants of this Contract or the Equipment Specifications therefore, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the work be not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor of said Owner's intention to terminate this Contract and, unless within five (5) days after the serving of such notice upon the Contractor a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the Contractor, and the Owner may secure materials and prosecute same to completion, by contract or otherwise, for the account and at the expense of the Contractor, and that the Contractor shall be liable to the Owner for any and all excess cost sustained by the Owner by reason of such prosecution and completion.
7. **LAWS AND ORDINANCES:** The Contractor shall at all times observe and comply with all ordinances, laws and regulations, and shall protect and indemnify the Owner and the Owner's officers and agents against any claim or liability rising from or based on any violation of the same.

8. HINDRANCES AND DELAYS: In executing the Contract Agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time therein fixed, he has taken into consideration and made allowances for all hindrances and delays incident to securing materials.
9. MATERIALS AND EQUIPMENT: Unless specifically provided otherwise, in each case all materials and equipment furnished for permanent installation in the work shall be new, unused, undamaged and of the latest design when received.
10. GUARANTY: The Contractor shall guarantee all materials and equipment furnished under this Contract for a period of one (1) year from the date of acceptance, unless specifically provided for in the Contract or Equipment Specifications, and shall replace with new materials any or all parts giving indication of defective materials during such time. Any replacing or repairing during the guarantee period shall be done at no additional cost to the Owner and at a time which will occasion the least inconvenience to the Owner.
11. EQUAL PRODUCTS: When the words "or equal" are used in connection with a specification for a particular item or material, quality or trade name, they will be construed to mean that such specified item will be used as a basis of comparison, and all makes or similar items or alternate materials or methods will be considered for approval, provided they have equal or better qualifications for the intended use. Wherever the words "or equal" do not follow a branch or trade name used in these Equipment Specifications, they are implied.
12. KANSAS STATE SALES AND USE TAX: Notwithstanding any other provision of this Contract, the Contract price excludes the Kansas retailers' sales tax and compensation (use) tax on all sales of tangible personal property or services purchased by the Contractor or subcontractors for the erection, repair, or enlargement of buildings or other projects called for by this Contract. In accordance with Kansas Statutes Anno. Sec. 79-3066 (e), as approved 9 April 1971, the Owner will obtain from the State and furnish to the Contractor an exemption certificate for this project for use by the Contractor and subcontractors in the purchase of materials for incorporation in the project and of services. The Contractor and the subcontractors shall furnish the number of such certificates to all suppliers from whom such purchases are made, the suppliers shall execute invoices covering the same bearing the number of such certificate. Pursuant to a 1977 Amendment to K.S.A. 1976 Supp. 79-3066(d) or (e), effective 1 July 1977, the Contractor is required to retain all invoices for a period of five (5) years which are subject to audit by the Kansas Department of Revenue. Upon completion of the project, the contractor shall complete the Project Completion Certification (Form STD 77, rev. 6/77) in duplicate and return them to the Owner, who will forward one copy of the certificate to the Kansas Department of Revenue.
13. PAYMENT: Payment will be on the basis of the Contractor's Application for Payment, as approved by the Owner.

Payment will be paid by the Owner to the Contractor upon completion of inspection and test procedures outlined in the Equipment Specifications and delivery of publications required and the Unit's Warranty.

SECTION 4

SUPPLEMENTARY PROVISIONS

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

FEDERAL PROVISIONS

ACCESS TO RECORDS AND REPORTS: (2 CFR § 200.333; 2 CFR § 200.336; FAA Order 5100.38)

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

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY: (41 CFR part 60-4; Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation in each trade: 1.5%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals

shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is City of Salina, Saline County, Kansas.

BREACH OF CONTRACT TERMS: ~~2 CFR § 200 Appendix II(A)~~

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

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

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

BUY AMERICAN PREFERENCE: (Title 49 USC § 50101)

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

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

GENERAL CIVIL RIGHTS PROVISIONS (49 USC § 47123)

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

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

TITLE VI ASSURANCES: 49 USC § 47123; FAA Order 1400.11

Title VI Solicitation Notice:

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

Compliance with Nondiscrimination Requirements

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it

or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

~~CLEAN AIR AND WATER POLLUTION CONTROL:~~ (2 CFR § 200, Appendix II(G))

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

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

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT: (2 CFR part 180 (Subpart C)
2 CFR part 1200; DOT Order 4200.5)

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT: (2 CFR part 180 (Subpart C); 2 CFR part 1200; DOT Order 4200.5)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not

presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

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

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

~~DISADVANTAGED BUSINESS ENTERPRISE: (49 CFR part 26)~~

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

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

- ~~(1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;~~
- ~~(2) A description of the work that each DBE firm will perform;~~
- ~~(3) The dollar amount of the participation of each DBE firm listed under (1)~~
- ~~(4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;~~
- ~~(5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26.~~

~~The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation ["within 5 days after bid opening or "with the proposal documents as a condition of bid responsiveness"]~~

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

DISADVANTAGED BUSINESS ENTERPRISES

~~Contract Assurance (§ 26.13) The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.~~

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

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

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

ENERGY CONSERVATION REQUIREMENTS: (2 CFR § 200, Appendix II(H))

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE): (29 U.S.C. § 201, et seq)

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

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

~~**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES:** (31 U.S.C. § 1352 — Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(J); 49 CFR part 20, Appendix A)~~

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970: (20 CFR part 1910)

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

PROCUREMENT OF RECOVERED MATERIALS: (2 CFR § 200.322; 40 CFR part 247)

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

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

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

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

TERMINATION OF CONTRACT (2 CFR § 200 Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-09)

Termination for Convenience (Construction & Equipment Contracts)

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

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

Owner agrees to pay Contractor for:

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

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

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

Termination for Default (Equipment)

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

1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;

5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
6. Becomes insolvent or declares bankruptcy;

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

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

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

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

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

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

TRADE RESTRICTION CERTIFICATION: (49 USC § 50104; 49 CFR part 30)

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE (49 USC § 47112(c))

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

STATE PROVISIONS

~~60-1111~~

~~Chapter 60. PROCEDURE, CIVIL~~

~~Article 11. LIENS FOR LABOR AND MATERIAL~~

~~60-1111. Public works bond. (a) Bond by contractor. Except as provided in this section, whenever any public official, under the laws of the state, enters into contract in any sum exceeding \$100,000 with any person or persons for the purpose of making any public improvements, or constructing any public building or making repairs on the same, such officer shall take, from the party contracted with, a bond to the state of Kansas with good and sufficient sureties in a sum not less than the sum total in the contract, conditioned that such contractor or the subcontractor of such contractor shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of such public building or in making such public improvements.~~

~~— A contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer. A public official entering into a contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer.~~

~~— (b) Filing and limitations. The bond required under subsection (a) shall be filed with the clerk of the district court of the county in which such public improvement is to be made. When such bond is filed, no lien shall attach under this article. Any liens which have been filed prior to the filing of such bond shall be discharged. Any person to whom there is due any sum for labor or material furnished, as stated in subsection (a), or such person's assigns, may bring an action on such bond for the recovery of such indebtedness but no action shall be brought on such bond after six months from the completion of such public improvements or public buildings.~~

~~— (c) In any case of a contract for construction, repairs or improvements for the state or a state agency under K.S.A. 75-3739 or 75-3741, and amendments thereto, a certificate of deposit payable to the state may be accepted in accordance with and subject to K.S.A. 60-1112, and amendments thereto. When such certificate of deposit is so accepted, no lien shall attach under this article. Any liens which have been filed prior to the acceptance of such certificate of deposit shall be discharged. Any person to whom there is due any sum for labor furnished, materials, equipment or supplies used or consumed in connection with or for such contract for construction, repairs or improvements shall make a claim therefor with the director of purchases under K.S.A. 60-1112, and amendments thereto.~~

~~— History: L. 1963, ch. 303, § 60-1111; L. 1980, ch. 174, § 1; L. 1983, ch. 290, § 2; L. 1992, ch. 314, § 13; L. 1998, ch. 69, § 1; L. 2002, ch. 73, § 1; L. 2004, ch. 131, § 1; July 1.~~

LOCAL PROVISIONS

GENERAL DESCRIPTION. These Supplementary Provisions with the accompanying Plans, Specifications and related documents as hereinafter listed cover the requirements of the Owner for construction of various improvements to the Salina Regional Airport. The airport is located in Salina, Saline County, Kansas. The work consists of:

Aircraft Rescue and Fire Fighting Tools & Equipment

CONTRACT SPECIFICATIONS. The Specifications which are bound herewith and which shall govern the materials furnished and the work to be performed in construction of the work under the Contract

based thereon, are identified and indexed in the Table of Contents at the beginning of this volume of the Contract Documents.

COPIES OF PLANS AND SPECIFICATIONS. The Contractor will be furnished without cost to him two (2) copies of all Specifications and two (2) sets of all Plans, together with any and all addenda thereto. The Contractor shall keep one copy of all such Specifications and Plans constantly accessible on the work.

Additional copies of such Specifications and Plans, in excess of the number furnished without charge to the Contractor, may be obtained by him from the Engineer on the following basis:

Full or Partial Set of Plans	\$2.00 per sheet
Each Book of Specifications.....	\$50.00

LIQUIDATED DAMAGES. Should the Contractor fail to complete the work within the required number of calendar days, or within such extra time as may have been allowed by extension, the Owner will deduct from any monies due or coming due the Contractor, the amount indicated in the Proposal for each calendar day that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the Owner from the Contractor for reasons of inconvenience to the public, added cost of engineering, administration, supervision, inspection and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the Contract.

DEFENSE OF SUITS. In case any action at law or suit in equity is brought against the Owner or any officer or agent thereof, for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for the injury or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material men, or suppliers of machinery and parts thereof, equipment, power tools, and supplies incurred in the fulfillment of this Contract, the Contractor shall indemnify and save harmless the Owner and officers and agents of the Owner, of and from all losses, damages, costs, expenses, judgments, or decrees what ever arising out of such action or suit that may be brought as aforesaid.

INSURANCE. The Contractor shall secure, and maintain throughout the duration of this Contract, insurance of such types and in such amounts as may be necessary to protect himself against all hazards or risks of loss as hereinafter designated and specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner but, regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain such coverage shall not relieve him of any contractual responsibility or obligation.

a. If a part of the Contract work is to be sublet, the Contractor shall:

- (1) Cover any and all subcontractors in his insurance policies, or
- (2) Require each subcontractor not so covered to secure insurance which will protect said subcontractor against all applicable hazards or risks of loss designated herein.

b. Satisfactory certificates of insurance shall be filed *by the Contractor and all Subcontractors* with the Owner prior to starting any construction work for or in connection with this Contract. Said certificates shall state that thirty (30) day's written notice will be given the Owner before any policy covered thereby is changed or canceled.

c. Workmen's Compensation and Employers' Liability Insurance. This insurance shall protect the Contractor against any and all claims brought under the Workmen's Compensation Law for the state or states involved in work performed under this Contract. It shall also protect the Contractor against claims for injury to, disease or death of workmen engaged in work under this Contract which, for any reason, may not fall within the provisions of the Workmen's Compensation Act.

Workmen's Compensation Statutory
Employers' Liability	\$500,000 (each accident)
	\$500,000 (disease-policy limit)
	\$500,000 (disease-each employee)

This policy shall include a Waiver of Subrogation in favor of the Owner.

d. Comprehensive General Liability Insurance. This insurance, to be on the comprehensive form, shall protect the Contractor against any and all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor, his agents, employees or subcontractor, in connection with the operation or performance of the work for and in connection with this Contract. In addition, this general liability insurance policy shall specifically insure the contractual liability of the Contractor assumed under the foregoing Paragraph, "Defense of Suits".

The property damage liability coverage under this policy shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The City of Salina and the Salina Airport Authority will be named additional insureds with respect to the work being performed by the Contractor under this policy.

Liability limits for general liability insurance coverage under this policy shall be not less than the following:

General Aggregate \$2,000,000
Products and Completed Operations Aggregates \$2,000,000
Personal Injury and Advertising Injury \$1,000,000
Each Occurrence \$1,000,000
Fire Damage (any one fire) \$ 100,000
Medical Payments (any one person) \$ 5,000

e. Comprehensive Automobile Liability Insurance. This insurance, to be on the comprehensive form, shall protect the Contractor against any and all claims for injuries to members of the public and damage to property of others arising from the use of automobiles and trucks in connection with the performance of work under this Contract, and shall cover the operation on or off the site of the work of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired by the Contractor. The policy shall include an "all states" endorsement.

Liability limits for automobile liability insurance coverage under this policy shall be not less than the following:

Combined Single Limit	\$1,000,000 each person
(Bodily Injury and Property Damage)	

GENERAL GUARANTY. Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of 12 months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness. In the event repair work is required, the Contractor shall remedy any defects and pay for any damage to other work resulting there from which shall appear within a period of 12 months from the date of the acceptance of the repair work.

EXTENSION OF CONTRACT TIME. The Contractor is requested to bring to the attention of the Engineer, by letter, during the progress of the work, the occurrence of events which the Contractor considers may warrant extensions of time under the conditions of the Contract. If the Contract is not completed within the time stipulated, the Contractor shall at the conclusion of the work, present to the Engineer a written statement presenting his view upon all matters of time extensions.

The amount of all extensions of time for whatever reason granted shall be determined by the Engineer with due consideration given to working seasons and working conditions. In general, only actual and not hypothetical days of delay will be considered. The owner shall have authority to grant additional extensions of time as they may deem advisable and justifiable.

Promptly after the award of the Contract, the Contractor shall submit for approval to the Engineer a written program of construction outlining the proposed operations and the order of completion of the various parts in sufficient detail to demonstrate to the Engineer the adequacy of the progress to complete the construction within the time provided. No payment shall be made to the Contractor on any estimate until such a program has been submitted and approved.

Should it become evident at any time during construction that construction operations will or may fall behind the schedule of this first program of construction, the Contractor shall upon request promptly submit revised written schedules setting out operations, methods and equipment, added amount of labor, or of working shifts, night work, etc., by which lost time shall be made up, and shall confer with the Engineer until an approved modification of the original program shall have been secured. No payments on any estimates shall be made to the Contractor after such request is made until a modified program has been provided by the Contractor and approved by the Engineer. Execution of the work according to accepted program of construction, or approved modifications thereof, shall be an obligation of the Contract.

Should the Contractor fail to complete the work on the required calendar date as stipulated in the Proposal or within such extra time as may have been allowed by extension, the Engineer will deduct from any monies due or coming due the Contractor, the amount stipulated in the Proposal of said

extension of same that the work shall remain uncompleted. This sum shall be considered and treated not as penalty but as fixed, agreed and liquidated damages due to the Owner from the Contractor by reason of interference with business, convenience to the public, added cost of engineering, administration, supervision and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the Contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

Neither by the act of taking over the work nor by the annulment of the Contract nor by requiring the Surety to complete the Contract shall the owner forfeit the right to recover liquidated damages from the Contractor or his Surety for failure to complete the Contract within the specified time.

CONTRACTOR'S RESPONSIBILITY. The Engineer's project representative shall not have responsibility for the construction site conditions, including safety, operations, equipment, or personnel other than employees of the Engineer. The Contractor is responsible to construct the project in conformance with the Plans and Specifications. The Contractor has the responsibility for safety, safety precautions and safety programs on the site. He has the responsibility and duty to provide a safe working environment for his employees or employees of others over whom he has supervision, direction and control as well as providing a safe environment for those who are required or are permitted to have access to the site including but not exclusive to engineer and owner personnel.

**AIRPORT RESCUE & FIRE FIGHTING
EQUIPMENT & TOOLS
SALINA REGIONAL AIRPORT**

A.I.P. 3-20-0072-039

3/23/2018

1 Personal Protective Equipment (PPE). Must meet the requirements of NFPA 1971, 2007 Edition or Latest Addition, *Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting*.

Items included in PPE are:

A. Protective Clothing (Bunker Gear) with the following options.

(A) Radio Pocket with mic loop Left Coat Breast 3" x 10" (B) Clip and Flashlight Strap Right Coat Breast (C) Wrist with thumb hole Straps on Hand sleeves (D) Tail extension on coat with name on tail (E) Bellowed Pocket Left & Right side of coat 9" x 8" (F) Bellowed Pocket Left & Right side of pant legs. 8" x 8" (G) Reinforced Pant Cuffs (H) Reinforced Coat Sleeve Cuffs (I) Moisture Barrier for coat (J) Pant with combination Belt/Removable Suspender (K) (L) Reinforced Knee pads (M) 14" Boots (N) 10" Gloves (O) Eagle on Helmet (P) Plexiglass visors, retractable, on helmet (Q) Clip and loop for gloves

2 Self Contained Breathing Apparatus (SCBA). Must meet the requirements of NFPA 1981, 2007 Edition or Latest Addition, *Standard on Open-Circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services*

Items included in SCBA are:

A. Self Contained Breathing Apparatus NFPA 1981 & 1500, Aluminum Composite (60 Minute, 4500

3

Powered Rescue Tools. Must meet the requirements of NFPA 1936, 2005 Edition or Latest Addition, Standard on Powered Rescue Tools

Items included in Powered Tools are:

A. Skin penetrator / agent applicator

Powered by compressed Air from an external or portable supply.

Capable of applying any fire fighting agent

B. Air Gun Impact Tool Kit with the following general attachments.

Heavy duty Air gun, retainer, regulator, 2 each double blade panel cutter (non-turn), 2 each quick cutter (non-turn), 2 each 18" quick cutter (non-turn), 2 each panel cutter (turn-type), 2 each quick cutter (turn-type), 2 each 18" quick cutter (turn-type), ripper chisel (turn-type),moil point (turn-type), 150' hose, male connector (1/4", NPT hose and hammer), male coupler (1/4" NPT regualtor), female coupler (1/4" NPT regulator), gauge guard, 20" steel kit box, trim removal tool, kit box liner, 4 oz. oil lubricant, 1/2" impact wrench and sockets.

C. Cut off Saw

14" Blade

D. Positive Pressure Fan

Batter powered.

16" Fan

E. 28" Battery Powered extrication system with spreader jaws.

28" opening

F. Battery Powered extrication system with cutter jaws.

7" opening

G. Video Camera for general site video for record keeping

1080P, 24 MP, 16x digital zoom, 2.5" minimum LCD, capable of rotating 270 degrees.

4

Miscellaneous Equipment

Items included in miscellaneous equipment are:

A. 20' Aluminum Extension ladder meeting NFPA 1931

B. Section of hose 2.5" dia. For foam tank fill

C. Set of Spanner wrenches for fittings on the vehicle

D. Hydrant Tool for local water supply sources

E. Rubber Wheel chocks

F. Nylon Utility Rope, 1/2" dia. 100' length

G. Wrecking Bar, Pry Bar, Crash Axe

H. Fire resistant blanket

I. Bolt cutters

J. intrinsically safe Stream light / lite box flash light

K. harness cutting tool

L. Hook, grab, salvage Pike Pole

M. First Responder First Aid Kit

N. 4 lb. hammer

O. Infrared Camera

P. Foam refill (55 gallon drum) Mill Spec MIL-F-24385F(1)

Q. Storz Connector

R. Non-Emergency Multi Colored 48" LED flashing light bar

S. 150' High pressure hose with connections for filling air tank for dry chemical propellant.