

REQUEST FOR PROPOSALS



**AIRPORT RESCUE AND FIRE FIGHTING
ANCILLARY EQUIPMENT
FOR THE
BISHOP AIRPORT**

**A COUNTY OF INYO AVIATION FACILITY
BISHOP, CALIFORNIA**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP GRANT NO. #3-06-0024-023-2020**

Inyo County Public Works Department

**ARFF ANCILLARY EQUIPMENT
FOR THE
BISHOP AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP GRANT NO. #3-06-0024-023-2020**

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**COUNTY OF INYO
PUBLIC WORKS DEPARTMENT
NOTICE INVITING BIDS
FAA AIP GRANT NO. #3-06-0024-023-2020**

The Inyo County Public Works Department is requesting bids for:

**AIRPORT RESCUE AND FIRE FIGHTING (ARFF)
ANCILLARY EQUIPMENT
FOR THE BISHOP AIRPORT**

703 Airport Road, Bishop, California 93514

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Sample PO Agreement and Technical Specifications may be obtained from the Inyo County website at:
<https://www.inyocounty.us/services/county-administration/bid-request-rfp>.

Only registered plan holders will receive any addenda to the bid packages. If a bidder does not acknowledge any and all addenda in the bid, the bid proposal may be rejected.

Bids must be delivered in a sealed envelope clearly marked thereon with the bidder's name and address, the word BID, and the title:

ARFF ANCILLARY EQUIPMENT FOR THE BISHOP AIRPORT

To be considered, **bids must be received by the Assistant Clerk of the Inyo County Board of Supervisors, 224 N. Edwards Street (mailing address: P.O. Box N), Independence, CA 93526 at or before 3:30 P.M., on September 30, 2020** after said time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted. **If office closures due to Covid-19 are still in effect on the bid opening date, bids will be read aloud over a conference line, bidders may request call-in information.**

Bid Description:

This Notice includes various tools and equipment for the Bishop Airport ARFF truck, such as hand tools, a medical kit, personal protective equipment and Self-Contained Breathing Apparatus'. Bidders are not required to bid on all bid packages, however they are required to bid on all items in each bid package submitted, including bid additives. Purchase order award(s), if awarded, for each bid package shall be made by the County to the lowest, qualified bidder whose proposal conforms to the cited requirements of the County for each individual bid package.

The equipment purchase is included in Airport Improvement Program Grant No. 3-06-0024-023-2020 which is being undertaken by the County of Inyo in accordance with the terms and conditions of a financial grant agreement between the County and the United States, under the Airport and Airway Safety and Capacity Expansion Act of 1987.

Inyo County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors 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.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Inyo County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this

ARFF ANCILLARY EQUIPMENT

contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

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

The Bidder is advised of the Federal Contract Provisions, included in this bid solicitation, and incorporated by reference into the purchase order agreement. The Bidder shall comply with all such requirements.

Inyo County reserves the right at any stage of these proceedings to reject any or all bids or to waive any immaterial defect in any bid if it is deemed to be in the best interest of the County.

County of Inyo
Public Works Department



Ashley Helms, Deputy Director - Airports

Dated: September 2020

ARFF ANCILLARY EQUIPMENT

BID PROPOSAL FORMS

To: COUNTY OF INYO
Public Works Department
(Herein called the "Owner")

From: _____

(Herein called the "Bidder")

**FOR: ARFF ANCILLARY EQUIPMENT
FOR THE
BISHOP AIRPORT**

Bids will be opened at 3:30 P.M., on September 30, 2021 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526. To submit a bid by USPS, please use the address: PO Drawer N, Independence, CA 93526.

These bids include all costs for all equipment, materials, taxes, insurance, shipping, and other related functions to provide everything required by, and in accordance with, the bid documents.

In submitting the bid(s), it is understood that:

1. The notice inviting bids; these bid proposal forms; the purchase order; federal provisions; technical specifications; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
4. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
5. Quote on each item separately. Prices should be stated in units specified herein.
6. The bidder must guarantee that the equipment is new and of first quality and comply in all respects or is fully equal to standards called for in this request for proposals.
7. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. Delivery is required within 2 months of award unless otherwise stated under 'Deliver Time' on the Dealer Bid Sheets. A penalty of \$30/day will be assessed against the total bid price for orders that do not meet the dealer specified delivery time. Bidders are not required to bid on all bid packages, however they are required to bid on all items in each bid package submitted, including bid additives.

8. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
9. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
10. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
11. Quotations are subject to acceptance at any time within ninety (90) days after opening date, unless otherwise stipulated.
12. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
13. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where shipping papers show the consignee as County of Inyo, as such, papers may be accepted by the carrier as proof of the exempt character of the equipment.
14. The equipment will be inspected after deliver at the Bishop Airport upon delivery for compliance with specifications. Final acceptance will be conditioned upon the satisfaction of these requirements.
15. All equipment and materials which do not conform to the requirements of the Contract shall be considered as defective. Any defective equipment and materials, whether the result of poor workmanship, use of defective equipment and materials, damage through carelessness or any other cause, found to exist prior to acceptance of final payment, shall be removed immediately and replaced by equipment and materials which shall conform to the Specifications or shall be remedied otherwise in an acceptable manner authorized by Inyo County.

Technical Specifications

1.1 Description. This item shall consist of the requirements and standards that the proposed Aircraft Rescue and Fire Fighting (ARFF) Ancillary Equipment shall conform to all NFPA specifications and FAA Specifications referenced at the end of this specification, when applicable.

2.1 General Requirements/Equipment Standards.

- a. Fire fighter PPE and SCBA equipment shall conform to NFPA standards 1971 and 1981.
- b. Powered Rescue Tools must meet the requirements of NFPA 1936, 2005 Edition, Standard on Powered Rescue Tools.
- c. If the Bidder provides equipment that does not perform as intended because of incompatibility with the system, the Bidder assumes all costs to correct the system for to operate properly.
- d. Manufacturer's certifications shall not relieve the Bidder of their responsibility to provide materials in accordance with these specifications and acceptable to the sponsor. Materials supplied and/or installed that do not comply with these specifications shall be removed, and replaced with materials, which do comply with these specifications, at the sole cost of the Bidder.
- e. All materials and equipment used shall be submitted to the Sponsor for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data.
- f. The data submitted shall be sufficient to determine compliance with the specifications. The submittals shall be submitted in electronic PDF format, tabbed by specification section. The Sponsor reserves the right to reject any or all equipment, materials or procedures, which, in the Sponsor's opinion, does not meet the system design and the standards and codes, specified herein.
- g. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Sponsor.

3.1 Equipment and Materials. Equipment details and requirement for each separate bid package are included in each Bid Sheets in the following pages.

4.1 Method of Measurement. The quantity of individual equipment listed in the Bid Sheet for each ARFF Ancillary Equipment Bid Package, will be made on a per each basis and shall include all materials, equipment, tools, delivery of equipment to the Bishop Airport in Bishop, CA and incidentals necessary to complete this item to the satisfaction of the County.

5.1 Basis of Payment. Payment will be made at the Contract unit price per each for the equipment listed in the Bid Sheet for each ARFF Ancillary Equipment Bid Package. This price shall be full compensation for furnishing all materials and equipment and for delivery of all materials and equipment to the Bishop Airport in Bishop, CA, as well as all labor, equipment, tools and incidentals necessary to complete the item.

NFPA SPECIFICATIONS

ARFF ANCILLARY EQUIPMENT FOR THE BISHOP AIRPORT

Bid Package

Page 3

Number	Title
NFPA 402	<i>Guide for Aircraft Rescue and Fire-Fighting Operations</i>
NFPA 414	<i>Standard for Aircraft Rescue and Fire-Fighting Vehicles</i>
NFPA 1404	<i>Standard for Fire Service Respiratory Protection Training</i>
NFPA 1500	<i>Standard on Fire Department Occupational Safety and Health Program</i>
NFPA 1581	<i>Standard on Fire Department Infection Control Program</i>
NFPA 1851	<i>Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting</i>
NFPA 1852	<i>Standard on Selection, Care and Maintenance of Open-Circuit Self Contained Breathing Apparatus (SCBA)</i>
NFPA 1975	<i>Standard on Station/Work Uniforms for Fire and Emergency Services</i>
NFPA 1982	<i>Standard on Personal Alert Safety Systems (PASS)</i>
NFPA 1983	<i>Standard on Life Safety Rope and Equipment for Emergency Services</i>
NFPA 1989, 2008 Edition	<i>Standard on Breathing Air Quality for Emergency Services Respiratory Protection</i>
NFPA 1999, 2008 Edition	<i>Standard on Protective Clothing for Emergency Medical Operations</i>

FAA SPECIFICATIONS

Number	Title
AC 150/5210-14	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing

END OF TECHNICAL SPECIFICATIONS

BID SHEETS

REQUIRED ANCILLARY EQUIPMENT. BID PACKAGE NO. 1 – FIREFIGHTING EQUIPMENT/HAND TOOLS					
	Equipment	Quantity	\$/Unit	Sales Tax	Total
** All tool, equipment and PPE will meet standards found in this bid package and/or found in FAA Advisory Circular 150/5210-14B - Aircraft Rescue Fire Fighting Equipment, Tools and Clothing					
1	Axe, rescue, large, non-wedge type with serrated edge and 36- inch fiberglass handle; to	1			
2	Halligan Tool – 36 inch	1			
3	Cutter, cable, 24 -36 inch	1			
4	Hacksaw, heavy duty, 12 inch with pistol grip and six (6)	1			
5	Tool Bag (Heavy Duty) with organizer pouches / pockets and shoulder strap to carry all hand tools	1			
6	Hammer, 1-1/4 pound (Maul)	1			
7	Hammer 16 Ounce – non sparking	1			
8	Pliers, side cutting, 7 inch	1			
9	Adjustable wrench – 8 inch	1			
10	Vice grip pliers, 10 inch	1			
11	Plug, fuel line (tapered hardwood)	3			
12	Plug, fuel line (tapered neoprene)	3			
13	Screw driver set—three (3) Phillips and three (3) straight	1			
14	Harness cutting knife (V-blade)	1			
15	Shears, sheet metal, straight cut	1			
16	Portable rechargeable, LED weatherproof, intrinsically safe hand-held lanterns (flashlight) having a minimum 25,000 beam candle power rating with neck straps. Chargers to be mounted in cab wired into vehicle electrical system for	3			
17	Pike pole, 8 foot with fiberglass handle and mounting	1			
18	Heavy Duty Canvas Hydrant Bag with Straps	1			

19	Gate valve 2 ½” (NST)	1			
20	Adjustable hydrant wrench capable of accommodating up to a 1.75-in. (4.4-cm) pentagon nut and up to a 1.25-in. (3.2-	1			
					Shipping
Total Price for Bid Package No. 1 <u>Base Bid</u> (in words)			Total Price (in numbers)		
_____			\$ _____		
_____			\$ _____		
	Additives 1.1 - 1.7				
A1.1	Extension Ladder, up to 16-foot overall length with	1			
A1.2	2-1/2 in. Spanner wrenches w/bracket	2			
A1.3	Reducer, non-swivel – 2 ½” to 1 ½” (NST)	2			
A1.4	Double female couplings – 2 ½ “ (NST)	1			
A1.5	Double Male couplings – 2 ½” (NST)	1			
A1.6	3" x 50' Synthetic hose, NST	2			
A1.7	1 ¾" x 50' Synthetic, with 1 1/2" NST couplings	2			
A1.8	1 ½" hand line nozzle, with pistol grip and bail	2			
					Shipping
Total Price for Bid Package No. 1 <u>Base Bid plus Additives</u> (in words)			Total Price (in numbers)		
_____			\$ _____		
_____			\$ _____		

REQUIRED ANCILLARY EQUIPMENT. BID PACKAGE NO. 2 – FIREFIGHTING EQUIPMENT/POWERED					
	Equipment	Quantity	\$/Unit		Total
	** All tool, equipment and PPE will meet standards found in this bid package and/or found in FAA Advisory Circular 150/5210-14B - Aircraft Rescue Fire Fighting Equipment, Tools and Clothing				
1	Electric Rescue saw, 16 inch complete with one (1) box of spare blades total 2 Diamond Blades for Metal. Including	1			
2	Fire extinguishers (10 lb.) having a minimum 20B/C UL rating of dry chemical agent with mounting brackets.	2			
3	Fire extinguisher Class D powder (30 Lb.) with mounting	1			
4	Digital infraed thermometer gun	1			
				Shipping	
Total Price for Bid Package No. 2 <u>Base Bid</u> (in words)			Total Price (in numbers)		
_____			\$ _____		
_____			_____		
_____			_____		
Additive 2.1					
A2.1	Positive pressure ventilation fan. 18" electric powered	1			
				Shipping	
Total Price for Bid Package No. 2 <u>Base Bid plus Additive</u> (in words)			Total Price (in numbers)		
_____			\$ _____		
_____			_____		
_____			_____		

REQUIRED ANCILLARY EQUIPMENT. BID PACKAGE NO. 3 – EMS RELATED EQUIPMENT					
Equipment		Quantity	\$/Unit		Total
1	ARFF Vehicle Medical Jump Kit – 1 Stocked Medical Kit – first aid/first responder trauma kit, with shoulder strap	1			
Item	Details	Qty. per Jump Kit			
Bag Valve Mask Resuscitator Adult Kit	To include – 1 Small – 1 Medium	1 kit			
Bag Valve Mask Resuscitator Child / Infant Kit	Child / Infant Mask Assortment	1 kit			
1 Burn sheet		1			
Adhesive Bandages	1” x 3”	25			
ABD Pads	5” x 9”	2			
Multi Trauma Dressing	12” x 30”	1			
Sterile Gauze Pads	4” x 4”	25			
Sterile Eye Pads		4			
Petroleum Gauze	3” x 9”	2			
Sterile Roller Bandage	4”	5			
Sterile Roller Bandage	6”	5			
Waterproof Tape	1”	2			
Waterproof Tape	2 “	1			
Triangular Bandages		2			
Elastic Bandage	3”	2			
Elastic Bandage	4”	2			
BP Cuff		1			
Stethoscope	With Bell for Chest Sounds	1			
Cold Packs	Instant	2			
Instrument Pack	1 each, shears, forceps, bandage	1			
Space Blanket	Wrapped	4			
Nitrile Gloves		5			
Sterile Water	For irrigation	1 bottle			
				Shipping	
Total Price for Bid Package No. 3 Base Bid (in words)			Total Price (in numbers)		
_____			_____		
_____			\$ _____		

REQUIRED ANCILLARY EQUIPMENT. BID PACKAGE NO. 4 – HAZARDOUS MATERIALS RELATED GEAR/EQUIPMENT				
Equipment	Quantity	\$/Unit		Total
** All tool, equipment and PPE will meet standards found in this bid package and/or found in FAA Advisory Circular 150/5210-14B - Aircraft Rescue Fire Fighting Equipment, Tools and Clothing				
All Personal Protection Equipment (PPE) shall be Structural Rated and part of a matching ensemble that meets current NFPA 1971, standards				
1 Structural coats, with bellow and radio pockets with microphone tab - sizes to be provided to awarded vendor. The turnout coat shall be equipped with a drag rescue device (DRD). Each coat sleeve shall have a protective wristlet. The coat collar and closure system shall consist of an outer shell, a moisture barrier and a thermal barrier.	4			
2 Structural trousers with pockets and exchangeable knee reinforcements, and shall be designed to permit integrated booties. - sizes to be provided to awarded vendor.	4			
3 Structural gloves which provides radiant heat protection w/ leather palms, and shall meet the performance requirements of section 7.7 of NFPA 1971 - sizes to be provided to	4			
4 Structural boots, rubber, with pull on loops, toe and cushioned shin guard, sizes to be provided to awarded	4			
5 Nomex hoods. Hoods shall be designed to be integrated	4			
6 Structural style helmets, shall include a face shield, and be capable of operating with a SCBA facepiece.	4			
			Shipping	
Total Price for Bid Package No. 4 <u>Base Bid</u> (in words)		Total Price (in numbers)		
_____		_____		
_____		_____ \$		

REQUIRED ANCILLARY EQUIPMENT. BID PACKAGE NO. 5 – SCBA EQUIPMENT					
Equipment		Quantity	\$/Unit		Total
** All tool, equipment and PPE will meet standards found in this bid package and/or found in FAA Advisory Circular 150/5210-14B - Aircraft Rescue Fire Fighting Equipment, Tools and Clothing					
1	Complete open circuit SCBA including (1) 30 minute bottle, (1) face piece and a PASS device. The harness shall be adjustable and include a backframe assembly.	4			
Shipping					
Total Price for Bid Package No. 5 <u>Base Bid</u> (in words)			Total Price (in numbers)		
_____			\$ _____		
_____			\$ _____		
Additive 5.1					
A5.1	SCBA charging station capable of charging a minimum of two cylinders at one time. The recharge system shall be a complete system with all components, capable of operating	1			
Shipping					
Total Price for Bid Package No. 5 <u>Base Bid plus Additive</u> (in words)			Total Price (in numbers)		
_____			\$ _____		
_____			\$ _____		

DELIVERY TIME:

The equipment will be delivered to 703 Airport Road, Bishop CA 93514 within _____ days following award notification. If delivery time differs between bid packages submitted, please specify below:

Bid Package No. 1: _____

Bid Package No. 2: _____

Bid Package No. 3: _____

Bid Package No. 4: _____

Bid Package No. 5: _____

ADDENDA:

The undersigned acknowledges receipt of the following addenda and has provided for all addenda changes in this bid.

(Fill in addendum numbers and dates addenda were received. If none have been received, enter "NONE".)

WARNING:

IF ADDENDA WERE ISSUED BY THE COUNTY AND ARE NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

BIDDER'S BUSINESS INFORMATION:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager thereof; if a copartnership or joint venture, state the true name of the firm or joint venture and the names, current addresses, and telephone numbers of all individual co-partners or joint venturers composing the partnership or joint venture; if bidder or other interested person is an individual, state first and last names in full. If an LLC, state the true name of the LLC and the names, current addresses, and telephone numbers of all managing members.

A. Individual (), Partnership (), Joint Venture (): Corporation (): Limited Liability Company (LLC) ():

Personal Name: _____

Business Name: _____

Address: _____

_____ Zip Code _____

Telephone: (_____) _____

Federal Identification No. _____

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING MEMBER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW DO MAKE THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

(Signature of Authorized Person) (Title)

(Printed Name) (Date)

BUY AMERICAN PREFERENCE

The Bidder 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 Federal Aviation Administration 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.

Certificate of Buy American Compliance for Manufactured Products

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

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

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

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

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b).

By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

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

Required Documentation

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

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- 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 U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

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

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

Date

Signature

Company Name

Title

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

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

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

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

Federal Provisions

ACCESS TO RECORDS AND REPORTS

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

Reference:

2 CFR § 200.326, 2 CFR § 200.333, FAA Order 5100.38

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 60 days from the receipt of each payment the prime contractor receives from the County of Inyo. The prime contractor agrees further to return retainage payments to each subcontractor within 60 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 County of Inyo. This clause applies to both DBE and non-DBE subcontractors. **THERE IS NO DBE PARTICIPATION GOAL SET FOR THIS PROCUREMENT.**

Reference:

49 CFR Part 26

CIVIL RIGHTS - GENERAL

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

This provision binds the contractor and 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.

The tenant/concessionaire/lessee and its transferee agree 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 obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

Reference:

49 USC § 47123

CIVIL RIGHTS – TITLE VI ASSURANCES

Title VI Solicitation Notice:

The (County of Inyo), 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).

Reference:

49 USC § 47123 & FAA Order 1400.11

ENERGY CONSERVATION REQUIREMENTS

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

Reference:

2 CFR § 200, Appendix II(H)

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

Reference:

29 U.S.C. § 201, et seq

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

Administration.

Reference:

20 CFR part 1910

RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

Reference:

2 CFR § 200, Appendix II(F) & 37 CFR §401

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

- (1) who is owned or controlled by one or more citizens or nationals of a foreign

country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

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

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

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

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

Reference:

49 USC § 50104 & 49 CFR part 30

VETERAN'S PREFERENCE

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

Reference:

49 USC § 47112(c)

DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and

enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

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

Reference:

Executive Order 13513 & DOT Order 3902.10

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

Reference:

2 CFR § 200.322 & 40 CFR part 247

TERMINATION OF CONTRACT

Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as

explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

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

Owner agrees to pay Contractor for:

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

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

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

Termination for Default (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.

Reference:

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

DEBARMENT AND SUSPENSION

Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

Reference:

2 CFR part 180 (Subpart C), 2 CFR part 1200 & DOT Order 4200.5

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

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

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

contract, grant, loan, or cooperative agreement.

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

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

Reference:

31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J) & 49 CFR part 20, Appendix A

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice.

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

Reference:

2 CFR § 200 Appendix II(A)

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution

Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

Reference:

2 CFR § 200, Appendix II(G)

SAMPLE

PO # _____

Date _____

PURCHASE ORDER AGREEMENT

This Purchase Order Agreement ("PO") is made by and between the County of Inyo ("County") and the party to which this PO is addressed ("Contractor"), as a part of the Purchase Order numbered above or on the reverse and incorporated herein by reference, effective as of the date of the Purchase Order.

1. Contractor shall provide all services and/or materials for the compensation and within the time period as specified in the PO.
2. County shall make payment to Contractor in accordance with the terms set forth in the PO within sixty (60) days after receipt of an itemized written statement or invoice from Contractor.
3. Contractor shall comply with applicable law in the provision of services and/or materials pursuant to this P.O. Contractor shall obtain and maintain all such licenses, permits, or other authorizations to provide such services and/or materials, as are required by law or by express provision of this PO, during Contractor's provision of such services and/or materials.
4. Contractor waives any right to, and shall deliver possession and title to County, of all publications, computer programs, inventions, or other property which result from the performance of services by Contractor pursuant to this PO unless otherwise expressly agreed in writing by County.
5. Contractor shall, and shall require its agents, officers and employees to maintain the confidentiality of, any and all proprietary, privileged, or otherwise confidential information in County's possession and obtained by them as the result of performance of this PO, and refrain from disclosing or using the information except as necessary to provide services and/or materials pursuant to this PO.
6. Contractor shall maintain workers' compensation insurance to the extent required by law, and shall maintain at least the minimum types and amounts of other insurance coverage usual and customary for persons or firms engaged in the provision of the same or similar type of services and/or materials.
7. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, employees and volunteers from and against any and all claims, liability, and other costs, including litigation costs and attorney's fees, arising out of or resulting from acts or omissions in the provision of services and/or materials hereunder by Contractor or Contractor's agents, officers, employees, or volunteers, or any person for whose acts or omissions any of them may be liable. County agrees to defend, indemnify, and hold harmless Contractor and Contractor's agents, officers, and employees from and against any and all claims, liability, and other costs, and expenses, including litigation costs and reasonable attorney's fees arising out of or resulting from the active negligence or wrongful acts of County or County's agents, officers, employees, or volunteers in carrying out this PO.
8. Contractor shall prepare and maintain records required by law or this PO regarding the provision of services and/or materials pursuant to this PO, and make such records available for inspection by County and other authorized entities and persons for reasonably requested audit or evaluation purposes.
9. Contractor shall refrain from, and require its agents, officers, and employees to refrain from, unlawfully discriminating in violation of applicable law against any person in the course of providing services and/or materials pursuant to this PO, because of the person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex or as otherwise prohibited by law.
10. Contractor shall provide to County all warranties for all materials provided pursuant to this PO which are implied or expressly provided by law or which the manufacturer customarily provides to purchasers or users.
11. This PO may be terminated by either party upon at least ten (10) days prior written notice. Contractor shall be entitled to payment for services and/or materials provided prior to receipt of notice of termination in accordance with terms and conditions of this PO.
12. This PO may be amended only by mutual written consent of the parties, is intended as the entire agreement between the parties, superseding all previous agreements between them. If any portion is determined to be invalid, the remaining portions shall continue in full force and effect.
13. This PO is governed by California law. Venue for any legal proceeding arising out of or related to it shall be in Inyo County, California. If either party initiates legal proceedings against the other party with respect to this PO, the nonprevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees).
14. The parties are independent contractors, and the employees, officers, and agents of one party shall not be deemed to be employees of the other party for any purpose.
15. Contractor's signature to this PO and/or Contractor's provision of services and/or materials pursuant to it shall constitute Contractor's agreement to its terms and conditions. County's issuance of this PO constitutes County's agreement to its terms and conditions.
16. Notwithstanding the above, this Purchase Agreement is subject to and incorporates herein the terms of the bid specifications concerning the purchased items.