

CONTRACT

CONTRACT FOR PURCHASE OF SNOW REMOVAL EQUIPMENT FOR FLAGSTAFF AIRPORT

Contract No. 2019-121

This Contract is entered into this ____ day of _____, 2019 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and M-B Companies, Inc., a Wisconsin Corporation ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials and/or services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Scope of Work: Contractor shall provide **MULTI-TASK EQUIPMENT FOR FLAGSTAFF AIRPORT**, subject to all terms, conditions, and specifications provided in the response to this Solicitation and in the Scope of Work attached hereto as Exhibit A.
2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor seven-hundred fifty-seven thousand three hundred thirty one dollars and fifty-seven cents (\$757,331.57). Any price adjustment must be approved in writing and approved by the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the Contract price is less than \$50,000; otherwise City Council approval is required.
3. Grant Provisions: The parties agree to comply to the Grant Provisions attached hereto as Exhibit B.
4. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit C are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
5. Special Terms and Conditions: The City of Flagstaff Special Terms and Conditions, attached hereto as Exhibit D are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
6. Contract Term: The Contract term will be for one (1) year from the date the Contract is signed. This one-year term will allow for additional purchases by the Fleet Committee if needed within the term.
7. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Timothy Skinner
Airport Operations/ARFF Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001

To Contractor:

Doug Blada
Business Unit Director
M-B Companies, Inc.
1200 Park Street
Chilton, Wisconsin 53014

With a copy to:

With a copy to:

Matthew Luhman
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
Email: mluhman@flagstaffaz.gov

8. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

COOPERATIVE PURCHASES (FORM)

The City is a member of Flagstaff Alliance for the Second Century, along with the Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District.

The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies.

Cooperative purchasing arrangements such as the above are sanctioned by state law and allow a Bidder to sell services and materials to any member of a cooperative group under the same pricing, terms and conditions of contract awarded to the Bidder by any other member, following a competitive procurement process.

Is your company willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

DB Yes _____ No (INITIAL ONE)

If you answered No, that is acceptable. The City will not reject your offer or consider it to be non-responsive.

If you answered Yes, and a Contract is approved, others may seek to do business with you under the same terms and conditions, subject to your approval.

BID (FORM)

TO THE CITY OF FLAGSTAFF: The undersigned Bidder hereby offers and agrees to furnish materials and/or services in compliance with the Solicitation, including any Addenda, and as described in this Bid made to the City, including the attached manufacturer's specifications and dimension sheet.

SOLICITATION NUMBER: 2019-121

**U.S. Department of Transportation Federal Aviation Administration
Grant Agreement No. 3-04-0015-043-2019**

DESCRIPTION OF UNIT: Multi-Task Equipment (MTE) for Flagstaff Airport

UNIT PRICE \$ 673,975.07
FREIGHT \$ 19,672.70
TAX (9.181) % \$ 63,683.80
TOTAL UNIT PRICE \$ 757,331.57

OPTIONS (Please state additional cost from "Total Unit Price" or "base price")

(1) TPT Tax for the City of Flagstaff \$ 63,683.80
(2) Total Amount Due including all taxes \$ 757,331.57

Any other specifications not standard, but being requested by City, must be included here, with price.

Miscellaneous charges: N/A

(All charges must be included; no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the low bid)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order and start of production
180 Days.

Doug Blada
Signature of Person Authorized to Sign Bid

Doug Blada
Printed Name

Business unit Director
Title

8/16/19
Date

EXHIBIT A

SCOPE OF WORK

Multi-Task Equipment (MTE) Specifications

SPEC #	Selection Descriptions	SAE ARP 5548 Paragraph Number
1	Indicate acceptable design(s): 1. Modular unit w/ Plow, Broom, & Blower Attachments	4.1
2	100-foot wall to wall maximum turning test Supplemental performance testing	4.3.1
3	Install pintle hitch	5.2.3
4	Standard catalog diesel engines Note: Alternative fuel engines (not available at this time.)	5.3
5	Transfer case (standard manufacturer's equipment)	5.4.4i
6	Steering enhancements (standard manufacturer's design)	5.6.1
7	Enhanced steering (All Wheel Steering)	5.6.2
8	AWS managers switch	5.6.2
9	Spare rim/tire	5.8.3
10	Auto-lubrication system	5.10.2
11	Managed battery system	5.11.1
12	Reflectors or Conspicuity markings	5.12d
13	Audible back up alarm	5.12.5
14	Standard equipment horn (manufacturer's standard air or electric - no choice)	5.12.6
15	Engine coolant heater	5.13.1

SPEC #	Selection Descriptions	SAE ARP 5548 Paragraph Number
16	Ether start provision	5.13.4
17	Operator's cab (no choice of cab, manufacturer's standard design)	5.15
18	Cab glass (no choice of cab, manufacturer's standard design)	5.15.3
19	Rear view mirrors (No choice of mirrors, manufacturer's standard design)	5.15.7
20	Sun visors (No choice of visors, manufacturer's standard design)	5.15.8
21	Prewired for two-way radio components (power only)	5.15.11
22	Windshield deluge system	5.15.12
23	Type of cutting edge: Polyurethane (must have in-pavement lights)	7.5
24	Single or double acting lift cylinder (manufacturers standard design)	7.6
25	Plow quick hitch	7.6.1
26	Spray guard	7.7
27	Shock/impact absorbers	7.8
28	Type of caster assembly – no selection (manufacturers standard design)	7.10.1&2
29	Non-stowable broom head	8.2
30	46 inch brush diameter (recommended)	8.3.3
31	Bristle type: Poly/wire combo: Mix: <u>50/50</u> (Sponsor must specify mix.)	8.3.4
8.3.5.1a	Wafer bristles (standard)	8.3.51a
8.3.5.1c	Bristle end count: _____	Note 1

EXHIBIT B

GRANT PROVISIONS
(attached)



GRANT PROVISIONS

Sponsor: City of Flagstaff

Funding Agency: U.S. Department of
Transportation, Federal Aviation
Administration

Grant Project Title: Flagstaff Airport – Snow Removal
Equipment

AIP Grant Number: 3-04-0015-043

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENT – NOT APPLICABLE

A3 BREACH OF CONTRACT TERMS

A3.1 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

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

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

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

A4 BUY AMERICAN PREFERENCE

A4.1 SOLICITATION CLAUSE

A4.1.1 Buy American Preference Statement

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the 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.

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.

A4.1.2 Certificate of Buy American Compliance – Manufactured Product

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.

A5 CIVIL RIGHTS - GENERAL

A5.1.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOLICITATION CLAUSE

The sponsor must include this clause in:

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
- 2) All sponsor proposals for negotiated agreements **regardless of funding source.**

A6.1.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The **(Name of Sponsor)**, 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, [select disadvantaged business enterprises or airport concession 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.

A6.2 CONTRACT CLAUSES

A6.2.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are already subject to nondiscrimination requirements.

Compliance with Nondiscrimination Requirements:

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

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

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

A6.2.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can

be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS – NOT APPLICABLE

A9 COPELAND “ANTI-KICKBACK” ACT – NOT APPLICABLE

A10 DAVIS-BACON REQUIREMENTS – NOT APPLICABLE

A11 DEBARMENT AND SUSPENSION

A11.1 SOLICITATION CLAUSE

A11.1.1 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.

A11.1.2 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 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.

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 REQUIRED PROVISIONS

A12.1.1 Solicitation Language (Solicitations that include a Project Goal)

Information Submitted as a matter of bidder responsiveness:

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 its 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; and
- 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.

Information submitted as a matter of bidder responsibility:

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

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 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; and
- 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.

A12.1.2 Solicitation Language (Race/Gender Neutral Means)

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

A12.1.3 Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

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

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from **City of Flagstaff**. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) 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 **City of Flagstaff**. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

A13.1 CONTRACT CLAUSE

TEXTING WHEN DRIVING

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

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

A14 ENERGY CONSERVATION REQUIREMENTS

A14.1 CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

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

A15 DRUG FREE WORKPLACE REQUIREMENTS – NOT APPLICABLE

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO) – NOT APPLICABLE

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.1 SOLICITATION CLAUSE

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.1 CONTRACT CLAUSE

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, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

A19 PROHIBITION of SEGREGATED FACILITIES – NOT APPLICABLE

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.1 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act

of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.1 CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

A22 RIGHT TO INVENTIONS – NOT APPLICABLE

A23 SEISMIC SAFETY – NOT APPLICABLE

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.1 CONTRACT CLAUSE

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.

A25 TERMINATION OF CONTRACT

A25.1 CONTRACT CLAUSE

A25.1.1 Termination for Convenience

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:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) 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;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) 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.

A25.1.2 Termination for Default

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; or

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.

A26 TRADE RESTRICTION CERTIFICATION

A26.1 SOLICITATION CLAUSE

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.

A27 VETERAN'S PREFERENCE

A27.1 CONTRACT CLAUSE

VETERAN'S PREFERENCE

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

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FEDERAL CERTIFICATIONS

- A4 - Buy American Preference - Title 49 U.S.C., § 501101
- A11 - Suspension and Debarment Requirement For All Contracts Over \$25,000 – 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5
- A12 - Disadvantaged Business Enterprise Participation – 49 CFR part 26
- A18 – Lobbying and Influencing Federal Employees – 31 USC § 1352 Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A
- A26 - Trade Restriction Certification – 49 USC § 50104, 49 CFR part 30

A4 - CERTIFICATE OF BUY AMERICAN COMPLIANCE- MANUFACTURED PRODUCTS

PULLIAM AIRPORT
FLAGSTAFF, ARIZONA

SNOW REMOVAL EQUIPMENT

FAA AIP Project Numbers: 3-04-0015-43
ADOT Grant Numbers: XXXXXX

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:
- Only installing steel and manufactured products produced in the United States;
 - 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
 - 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 U.S. domestic product.
- To furnish U.S. 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.

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:

- 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.
- 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.
- To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- 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.

8/20/19

 Date
M-B Companies, Inc.

 Company Name

Doug Blada

 Signature Doug Blada
Business Unit Director

 Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

Buy America Waiver Request

Title 49 U.S.C Section 50101 (b)

For Equipment and Vehicles (ARFF and SRE) Procured under the Airport Improvement Program

(MB4 CHASSIS / SNOW BLOWER / BROOM / PLOW)

Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101 (b)(1), Section 50101 (b)(2), Section 50101(b)(3) or Section 50101(b)(4). The Owner's approval of the bidders request is contingent upon Federal Aviation Administration (FAA) approval with the waiver request. The bidder must select one of the following applicable waiver provisions:

- Section 50101(b)(1): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(1). Applying subsection 50101 (a) *Preference*, would be inconsistent with the public interest. (See approval level below).
- Section 50101(b)(2): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(2). The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality. (See approval level below).
- Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3). The bidder further certifies 76.4 % of the cost of components and subcomponents comprising the facility are produced in the United States and that final assembly occurs with the United States. (*Bidder must attach a copy of the component cost calculation table*).
- Section 50101(b)(4): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%.

Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

M-B Companies, INC.
Bidder's Firm Name
Stephen D. Mueller
Signature
Stephen D. Mueller

8/22/19
Date

Approval level for Waivers:

Please note that approval of waivers listed under (b)(1) & (2), can only be approved by the FAA Office of Airports in Washington DC and approval is rare. Waivers listed under (b) (3) & (4) may be approved by FAA Regional or District Offices.

Instructions for Section 50101(b)(3) Waiver:

1. "Equipment" in Section 50101 shall mean AIP-funded vehicle or single piece of equipment.
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request. The component breakout shall be along major elements/systems of the equipment.
3. Components are the material and products directly incorporated into the "vehicle" at the place of final assembly.
4. The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the USA. FAA will not approve a waiver for products made with non-domestic steel.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide sufficient documentation that indicates origin of manufacturer and percentage of domestic manufactured product.
7. The bidder is hereby advised there is no implied or expressed guarantee that the Federal Aviation Administration (FAA) will approve any requested waiver. The FAA CANNOT concur with any waiver request for less than 60% US component participation.

Instructions for Section 50101(b)(4) Waiver:

1. This waiver is rarely applied. Consult Owner before making this request.
2. Prepare detailed proposal costs using domestic product(s) and the overall project cost. Prepare detailed alternate proposal costs of the non-domestic product(s) and the overall project cost. If the proposal with domestic product(s) is more than 25% of the proposal with non-domestic product(s), the bidder may request a waiver under 50101(b)(4).
3. Bidder must attach adequate documentation that supports the use of domestic products results in an increase in the overall project costs that exceeds 25%. The bidder must certify under signature and date that the submittal information is correct and accurate.

North America Free Trade Act (NAFTA)


The NAFTA does not apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

M-B Companies, Inc.
 MB4 Chassis, Blower, Broom and Plow
 Snow Removal Equipment for Flagstaff Airport
 Prepared for Flagstaff Airport, City of Flagstaff
 AIP Grant Number: 3-04-0015-043

Buy American		MB4	Quantity	Manufacturer	Sell Price Each
Country					
China	Cummins QSG chassis engine		1	Cummins	\$ 98,907.69
Indeterminable	Tires		5	Goodyear	\$ 4,570.42
Sweden	Frame rails		2	GE Mathis Corp	\$ 3,025.64
Czech Republic	Blower caster tires		2	Continental	\$ 599.06
Czech Republic	Broom caster tires		5	Continental	\$ 2,295.13
Italy	Broom drive gear boxes		2	Brevini	\$ 4,798.51
Sweden	Air blower motors		2	SunFab	\$ 3,111.44
Czech Republic	Plow caster tires		2	Continental	\$ 918.05
Indeterminable	Electrical controllers, lights, modules		1	Indeterminable	\$ 4,312.05
Indeterminable	Operating control screen		1	Indeterminable	\$ 2,501.28
Indeterminable	Electrical Harnesses		1	Indeterminable	\$ 3,265.38
Indeterminable	Nuts, bolts, fittings		1	Indeterminable	\$ 1,445.96
				Non-USA sell price	\$ 129,750.61
	Sell price less final assembly, warranty, freight, training			Each	\$ 548,702.94
	Non-USA components			Each	\$ 129,750.61
	USA components			Each	\$ 418,952.33
	Percent USA components				76.4%

Final Assembly takes place in Chilton, Wisconsin

M-B Companies, Inc. 8/21/19


 Stephen D. Mueller
 Technical Sales Manager



**FAA
Office of Airports Planning and Programming**

**AIP Grant Number: 3-04-0015-043
Airport Sponsor: Flagstaff Airport, City of Flagstaff, AZ
MB4 Chassis and Snow Blower**

Buy American Preferences - Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 U.S.C. 50101(b)(3)(A).

1. Please provide a description of the assembly process occurring at the specified final location in the United States?

Please describe the final assembly process and its various operations?

M-B Companies manufactures most of the components used on the proposed product in Chilton, Wisconsin. These components, plus those purchased are brought to the Chilton final assembly area where they are painted as needed, and assembled into the final product. Final assembly includes building the frame assembly, chassis engine assembly, building and installing the cab assembly, the blower assembly, the broom assembly, auxiliary engine assembly, hydraulic system, electrical system including lighting, etc.

How long does the final assembly process take to complete?

Because this information is confidential, we will state that it takes over 600 man-hours for final assembly.

2. Please provide a description of the resources used to conduct the assembly of the product at the specified location in the United States?

How many employees are involved in the final assembly process and what is the general skill level of those employees?

The number of employees in the final assembly process is based on how many units we are assembling at a given time. The work is divided among the painters, cab assemblers, electrical workers, and final assemblers. Approximately 7-9 employees work on any given unit during assembly.

What type of equipment is used during the final assembly process?

Painting equipment, power and hand tools, hoists and cranes.

What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

Final assembly labor costs represent between 10% and 15% of the total bid price.

Buy America Waiver Request

Title 49 U.S.C Section 50101 (b)

For Equipment and Vehicles (ARFF and SRE) Procured under the Airport Improvement Program

(MBI Chassis/Spreader 1/2/60)

Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101 (b)(1), Section 50101 (b)(2), Section 50101(b)(3) or Section 50101(b)(4). The Owner's approval of the bidders request is contingent upon Federal Aviation Administration (FAA) approval with the waiver request. The bidder must select one of the following applicable waiver provisions:

- Section 50101(b)(1): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(1). Applying subsection 50101 (a) *Preference*, would be inconsistent with the public interest. (See approval level below).
- Section 50101(b)(2): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(2). The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality. (See approval level below).
- Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3). The bidder further certifies 87.1 % of the cost of components and subcomponents comprising the facility are produced in the United States and that final assembly occurs with the United States. (*Bidder must attach a copy of the component cost calculation table*).
- Section 50101(b)(4): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%.

Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

M-B Companies, Inc.
Bidder's Firm Name

8/22/19
Date

Stephen D. Mueller
Signature *Stephen D. Mueller*

Approval level for Waivers:

Please note that approval of waivers listed under (b)(1) & (2), can only be approved by the FAA Office of Airports in Washington DC and approval is rare. Waivers listed under (b) (3) & (4) may be approved by FAA Regional or District Offices.

Instructions for Section 50101(b)(3) Waiver:

1. "Equipment" in Section 50101 shall mean AIP-funded vehicle or single piece of equipment.
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request. The component breakout shall be along major elements/systems of the equipment.
3. Components are the material and products directly incorporated into the "vehicle" at the place of final assembly.
4. The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the USA. FAA will not approve a waiver for products made with non-domestic steel.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide sufficient documentation that indicates origin of manufacturer and percentage of domestic manufactured product.
7. The bidder is hereby advised there is no implied or expressed guarantee that the Federal Aviation Administration (FAA) will approve any requested waiver. The FAA CANNOT concur with any waiver request for less than 60% US component participation.

Instructions for Section 50101(b)(4) Waiver:

1. This waiver is rarely applied. Consult Owner before making this request.
2. Prepare detailed proposal costs using domestic product(s) and the overall project cost. Prepare detailed alternate proposal costs of the non-domestic product(s) and the overall project cost. If the proposal with domestic product(s) is more than 25% of the proposal with non-domestic product(s), the bidder may request a waiver under 50101(b)(4).
3. Bidder must attach adequate documentation that supports the use of domestic products results in an increase in the overall project costs that exceeds 25%. The bidder must certify under signature and date that the submittal information is correct and accurate.

North America Free Trade Act (NAFTA)

The NAFTA does not apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

M-B Companies, Inc.
 MB1 Chassis, Spreader and Plow
 Snow Removal Equipment for Flagstaff Airport
 Prepared for Flagstaff Airport, City of Flagstaff
 AIP Grant Number: 3-04-0015-043

Buy American		MB1	Quantity	Manufacturer	Sell Price Each
Country					
Japan	International Chassis		1	International	\$ 30,498.93
US and others	Tires		6	Goodyear	\$ 5,233.08
Czech Republic	Plow caster tires		2	Continental	\$ 994.56
Indeterminable	Electrical controllers, lights, modules		1	Indeterminable	\$ 2,917.06
Indeterminable	Electrical Harnesses		1	Indeterminable	\$ 1,090.75
Indeterminable	Nuts, bolts, fittings		1	Indeterminable	\$ 890.04
				Non-USA sell price	\$ 41,624.42
	Sell price less final assembly, warranty, freight, training			Each	\$ 323,347.07
	Non-USA components			Each	\$ 41,624.42
	USA components			Each	\$ 281,722.65
	Percent USA components				87.1%

Final Assembly takes place in Chilton, Wisconsin

M-B Companies, Inc. 8/21/2019



Stephen D. Mueller
 Technical Sales Manager



Buy America Certification
Navistar, Inc.
International Truck and Engine Brand
HV51300~7600 SFA

<u>Component/Sub-component</u>	<u>Manufacturer</u>	<u>Origin</u>	<u>Content</u>
ENGINES	INTERNATIONAL TRUCK AND ENGINE CORP.	US	25.63%
TRANSMISSIONS	ALLISON TRANSMISSION	US	12.66%
AXELS, PARTS	ARVINMERITOR INC	US	5.25%
ENGINES, PARTS	INTERNATIONAL TRUCK AND ENGINE CORP	US	4.87%
AFTERTREATMENTS	CUMMINS EMISSION SOLUTIONS	US	3.58%
OTH PARTS FOR SUSPENSION	HENDRICKSON SUSPENSION CO	US	2.88%
TIRES, HOSES	GOODYEAR TIRE & RUBBER COMPANY	US	2.33%
TIRES	CONTINENTAL TIRE NORTH AMERICA INC	US	1.37%
FUEL TANK	PROFORM GROUP INC.	US	1.28%
TUBE/PIPE AND OTHER PARTS	OPTIMAS OE SOLUTIONS	US	1.12%
TANK	NEWSTREAM ENTERPRISES	US	1.10%
AXELS, PARTS	ARVINMERITOR INC	US	0.94%
STEERING GEAR	R. H. SHEPPARD COMPANY	US	0.93%
PROPSHAFTS	DANA CORPORATION	US	0.82%
SUPPORT PARTS	RENAISSANCE MFG GROUP -WAUKESHA , LLC	US	0.64%
HUB WHEELS	CONSOLIDATED METCO, INC.	US	0.62%
Other Components	Various Suppliers	US	9.06%
	Sub-Total		75.10%

Final Assembly Labor
Springfield Assembly Plant
6125 Urbana Road
Springfield, OH 45502 USA



FAA
Office of Airports Planning and Programming

AIP Grant Number 3-04-0015-043
Airport Sponsor: Flagstaff Airport, City of Flagstaff, AZ
M-B Companies, Inc. – MB1

Buy American Preferences - Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 U.S.C. 50101(b)(3)(A).

1. Please provide a description of the assembly process occurring at the specified final location in the United States? **M-B Companies, 1200 Park Street, Chilton, WI 53014. Final assembly occurs at this location.**

Please describe the final assembly process and its various operations?

After all fabricated and painted parts (Plow, Plow Hydraulics, Spreader Installation, Plow Hitch, Drive Axles, Transfer Case, and Cab Controls) have been staged in our assembly bay workers begin the conversion of the chassis to meet the customer's specifications. Frame and drivetrain modifications are done followed by; plow/hitch and related hydraulic components installed, dump body and related hydraulics are installed, any required additions or modifications to the chassis cab and cab interior are completed. An in house test for performance is done followed by road test. After completion of all testing the unit is made ready for shipment.

How long does the final assembly process take to complete?

On average 150 hours for final assembly

2. Please provide a description of the resources used to conduct the assembly of the product at the specified location in the United States?

How many employees are involved in the final assembly process and what is the general skill level of those employees?

8-12 people; basic to advanced assembly and testing skill levels

What type of equipment is used during the final assembly process?

Various hand and power tools, hydraulic jacks, overhead crane, torque wrenches, chassis wheel alignment tools, forklift

What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

\$50,000.00



January 10, 2017

Russell Thiel
PIC Manager
M-B Companies – Airport Maintenance Products
1200 Park St. Chilton, WI 53014

Russ:

The purpose of this letter is to confirm that if M-B Companies requests USA Mill sourced materials, we will provide only USA sourced materials, along with Mill Certs for the materials purchased. All purchases are subject to Russel Metals Williams Bahcall Inc. terms and conditions.

Regards,

A handwritten signature in black ink, appearing to read 'Steve DeBot'. The signature is written in a cursive, somewhat stylized script.

Steve DeBot
Controller



1555 N. Mayfair Road
Milwaukee, WI 53226
Telephone 414.453.4441 | 800.279.8335
Fax 414.453.0789

January 10th, 2017

Christopher Stutzman
Senior Buyer/Production Planner
M-B Companies – Airport Maintenance Products
1200 Park Street
Chilton, WI 53014

RE: FAA “Buy American” Requirements

Dear Mr. Stutzman,

In response to your request that Wisconsin Steel and Tube Corporation (WS&T) be able to provide steel products from only US sources when specified by the Purchase Order, we are able to comply. WS&T does currently maintain records for the country of origin for the stock we distribute.

Orders will be reviewed at time of entry for the requirement, and the COO of the stock on-hand. The sales representative will inform M-B via conformation that WS&T has US stock to fill the order or if there will be a delay while US stock if procured is it not currently in stock.

Please direct any further questions to Steve Lewis.

Regards,

Michele Jashinski
Sales Manager
Wisconsin Steel & Tube Corporation



Michele Jashinski
Sales Manager
Direct 414-256-8142
Cell 414-840-1204
Main 414-453-4441
Fax 414-453-0789
Toll Free 800-279-8335

Michele.J@wisteeltube.com
wisteeltube.com



YOUR PARTNER IN PRODUCTION

2.9.17

Chris Stutzman

Senior Buyer/Production Planner

M-B Companies-Airport Maintenance Products

1200 Park Street Chilton, WI 53014

Good Morning Chris,

Lapham-Hickey Steel will adhere to the request from M-B Companies to supply American or US Steel Products when requested. Lapham-Hickey reserves the right to review any and all orders that require to have a specific Country of Origin to verify stock is available at time of order. Lapham-Hickey will let M-B Company know if there are any concerns with a Purchase Order and the Country of Origin. All orders and quotes from Lapham-Hickey are subject to the Lapham-Hickey Steel terms and conditions.

Best Regards,

Steve Ford Jr

Account Manager

920-376-0964

**A11 - CERTIFICATION OF LOWER TIER CONTRACTORS
REGRAVING DEBARMENT**

**PULLIAM AIRPORT
FLAGSTAFF, ARIZONA**

SNOW REMOVAL EQUIPMENT

**FAA AIP Project Numbers: 3-04-0015-43
ADOT Grant Numbers: XXXXXX**

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.

8/20/19
Date
M-B Companies, INC.
Company Name

Doug Blada
Signature Doug Blada
Business Unit Director
Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

A12 - ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

**PULLIAM AIRPORT
FLAGSTAFF, ARIZONA**

SNOW REMOVAL EQUIPMENT

**FAA AIP Project Numbers: 3-04-0015-43
ADOT Grant Numbers: XXXXXX**

To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 26, the assurance below shall be signed by the bidder and submitted with the bid.

BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR PART 26 RELATING TO DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment **within five days after bid opening**.

- 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; and
- 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 requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Flagstaff 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.

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

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from City of Flagstaff. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) 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 City of Flagstaff. This clause applies to both DBE and non-DBE subcontractors.

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted and that bidder, if the contract is awarded to bidder, will have a **DBE participation of zero** percent of the amount of this bid. Bidder further gives assurance that bidder has submitted the documentation required by said Regulations and the contract specifications, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if bidder is unable to meet the contract goals for DBE participation, and the steps bidder has taken to obtain DBE participation.

The Overall Current DBE Goal is **4.87%**

Race Conscious **0%** / Race Neutral **4.87%**

8/20/19
Date
M-B Companies, INC.
Company Name

Doug Blada
Signature Doug Blada
Business Unit Director
Title

NOTE: Bidder shall insert the percentage for DBE participation even if the percentage is less than the contract goal. A bid that fails to meet these requirements may be considered grounds for rejecting the bid.

**Flagstaff Airport, City of Flagstaff, AZ,
SOLICITATION NO.: 2019-121, AIP Grant Number: 3-04-0015-043,
Snow Removal Equipment for Flagstaff Airport,
Bid Opening: August 22, 2019, 3:00PM, Local Time**

M-B Companies, Inc. DBE Participation Plan

The M-B Companies has over the past several years sent out solicitations to our supply base inquiring and encouraging our suppliers to participate in the Disadvantaged Business Enterprise (DBE) program.

87 M-B suppliers have been contacted through email and follow up phone calls. Evidence of this is detailed on our attached Good Faith Effort listing.

The solicitation directs the suppliers to the following websites:

Out of state suppliers are directed to: <http://www.dot.gov/osdbu/disadvantaged-business-enterprise/state-dot-and-dbe-program-websites>,

Wisconsin Suppliers are directed to: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

As of this date, we have not found a certified DBE supplier for the equipment in this bid.

M-B continues to search for certified DBE's for future opportunities.

M-B Companies - AMP

06/20/19 - Bill Hecker

**Good Faith Effort for:
WBE-MBE-DBE-SBE-VEB**

<u>Supplier</u>	<u>Supplier Contact Info</u>	<u>N/A</u>	<u>WBE</u>	<u>MBE</u>	<u>DBE</u>	<u>SBE</u>	<u>VEB</u>	<u>GRS</u>
Metals Engineering	Metals Engineering 1800 South Broadway Green Bay, WI 54304 (920) 339-8590 Phone (920) 339-8592 Fax Rhonda Rusch	X						1
Lenz Inc.	Lenz Inc. 3301 Klepinger Road Dayton, OH 45406 phone 678-641-2852 fax 770-529-1472 Richard Brown	X						1
Kelburn	Kelburn Engineering Company 851 N. Industrial Drive, Elmhurst, IL 60126 P 630-832-8383 x209 F 630-832-8515 Ron Johnson	X						1
Henderson products	Henderson Products Inc. 1085 South Third Street Manchester, IA 52057 563-927-7236 Dennis Meisgeier	X						1
Monarch Ind.	Monarch Industries Limited Phone: 204-786-7921 Ext 219 Fax: 204-772-9496 Toll free: 800-665-0247 Fred Morgan	X						1
J&D Tube Benders	J & D TUBE BENDERS, INC. 8951 Enterprise Way Schofield, WI 54476 1-800-283-8302 1-715-359-8687 FAX Tom Felch	X						1
Falcon Ind.	Falcon Industries, Inc. 901 Astro Blvd. East Cosmos, MN 56228 ☎Telephone: 320-877-7713 ☎Fax: 320- 877-7715 Rhonda J. Gass	X						1
Power Systems	Power Systems, LLC 3026C Highway 145 Richfield, WI 53076 p. 262-677-4567 f. 262-677-4655 Donna Peterleus	X						2
Prop Shaft Supply	Prop Shaft Supply 969 Koopman Lane Elkhorn, WI 53121 Office 262-743-1606 Cell 262-492-7799 Joe Kinney		X					1

Arntzen Corp.	Arntzen Corporation 14600 W. Washington St. Woodstock, IL 60098 Ph: 800.957.7655 ext: 221 Fax: 815.334.0778 Ryan D. Moyer	X							1
Northern Iron and Machine	Northern Iron & Machine 867 Forest Street St. Paul, MN 55106 651-778-3320, phone 651-778-3380, fax 763-300-9563, cell Mark Amland	X							1
McNeilus Steel	McNeilus Steel - Fond du Lac, WI 123 East Larsen Drive Fond du Lac, WI 54937 920-923-1778 ext. 5026 Zachary J Todd	X							1
Aurelius MFG.	Aurelius Mfg. Co. Inc. 220 SW 8th Street Braham, MN 55006 Phone - 320-396-3343 Fax - 320-396-3346 Laura Keppler	X							1
Trimark Corp.	Trimark Corp. 510 Bailey Avenue New Hampton, IA 50659 800-431-8616 Terri Troutner	X							1
Gemini Plastics	Gemini Plastics, Inc. 1333 Viking Lane Green Bay, WI 54115 Phone: 800-236-3333 Ken Curry	X							1
Waytek Wire	Waytek Inc. PO Box 81 Chaska, MN 55318 Phone (800)328-2724 X111 Fax (800)858-0319 Travis Dhein	X							1
Cross MFG.	Cross Manufacturing, Inc. 100 James H. Cross Blvd. Lewis, KS 67552 620-324-5525 Mike Worley	X							1
Diesel Components Inc.	Diesel Components Inc. 1500 E Cliff Road Burnsville, MN 55337 PH 952-890-2885 FX 952-890-2920 Nick Fiddle	X							1
Burns Industrial	Burns Industrial W8622 Willis Ray Road Whitewater, WI 53190 414-587-8214 Jim Robinette	X							1

Jay MFG.	Jay Manufacturing Oshkosh, Inc. 2045 West 20th Avenue Oshkosh, WI 54903-3064 Phone: (920) 235-1770 ext. 32 Cell: (920) 573-9151 Fax: (920) 235-2383 John Bores							X	1
Fuel Systems	Fuel Systems Inc. 12730 Robin Lane Brookfield, WI 53005 800-236-3835 Jeff Koppelman	X							1
Therma-Tech	A.R Lintern-Therma-Tech 24900 Capitol Redford, Mi (313)537-5330 ext. 204 Jim Geagan	X							1
Safety Vision	Safety Vision/ICOP 6100 West Sam Houston Parkway North Houston, Texas 77041-5113 800.880.8855 TOLL 713.929.1151 DIRECT 713.896.6600 MAIN 713.896.6640 FAX Terri Molina	X							1
Arrowhead Plastic Engineering	Arrowhead Plastic Engineering, Inc. P.O. Box 75 Eaton, IN 47338 Phone: 765-396-9647 Fax: 765-396-9649 Faith Adair	X							1
Russel Metals	Russel Metals Williams Bahcall PO BOX 210380 Milwaukee, WI 53221 office 414-481-7100 direct 414-982-6666 cell 414-750-2876 Steve DeBot	X							2
Enginaire Inc.	Enginaire Inc. 122 South River Street Janesville, WI 53548 608-755-5466 Ginny Allbee	X							1
Dana Corp.	Dana Holding Corporation Commercial Vehicle Products Group One Village Center Drive Van Buren Twp, MI 48111-5711 Ph: (269) 779-4478 Mark Jeffrey	X							2
Sawbrook Steel	Sawbrook Steel 425 Shepherd Avenue Cincinnati, OH 45215 513-554-1700 Mary Simpson	X							2

Schofield Enterprises	Schofield Enterprises, Inc. 8405 Enterprise Way Schofield, WI 54476 (715)359-2497 Tami Holmes	X							1
Durst	Durst-Regal 5560 E. Buss Road Clinton, WI 53525 D: 608-361-5526 O: 800.356.0775 F: 608.365.6812 Al Bower	X							1
HED	HED Inc. 2120 Constitution Avenue Hartford, WI 53027 (262) 670-2980 Direct (262) 673-9455 Fax Michelle Schmitt	X							1
Weimer Bearing	Weimer Bearing & Transmission 2051 Progress Way Kaukauna, WI 54130 920-766-5463 920-766-5725 fax Ben Cleveland	X							1
Nott Company	Nott Company 3100 East Frontage Road Kaukauna, WI 54130 800-456-0152 x 110 Brian Genke	X							1
NM Transfer Company Inc	NM Transfer Co., Inc. NM Expedited 630 Muttart Road Neenah, WI 54956 800-236-4463 C 920-427-5786 Mark Winter	X							1
IAP Inc	IAP Inc W6905 Paradise Lane Phillips, WI 54555 715-339-3024 Scott Woldt	X							1
Dufeck Wood	Dufeck Wood Products Mfg. 210 Maple Street Denmark, WI 54208 Jodi Weier	X							1
Road Equipment	Road Equipment Parts Center 801 N Bluemound Drive Appleton, WI 54914 920-731-5393 fax 920-731-1712 Bob Momberg	X							1
Knopf	OE Sales div. of Knopf Automotive 600 Corporation Dr. Pendleton, IN 46064 office: 1-765-778-6483 mobile: 1-989-295-3618 Jim Nadolny	X							1

Motion Ind.	Motion Industries-WI09 3669 Enterprise Drive Sheboygan, WI 53083 P 920-208-5600 F 920-208-5618 Torren Nicholas	X							1
Hentzen Coatings, Inc.	Hentzen Coatings, Inc. 6937 West Mill Road Milwaukee, WI 53218-1225 Office: (414) 353-4200 Ex. 56871 Fax: (414) 353-0286 Mobile: (414) 704-4534 Kevin Sehmer	X							1
GS Global Resources, Inc.	GS Hydraulics Sales Inc. 926 PERKINS DRIVE MUKWONAGO, WI 53149 Direct Phone: 262-901-1071 GS Main Fax: 262-786-6787 Jay Stoll	X							1
Industrial Nameplate	Industrial Nameplate, Inc. W6251 Neubert Rd. Appleton, WI 54913 920.731.9105 John Schuldes		X		Applied				1
JTD Enterprises Inc.	JTD Enterprises Inc. 44 Walnut Street Chilton, WI 53014 920-849-2900 Tom Hoban		X		Applied				2
S. Sterling	S. Sterling Company 102 International Drive Peachtree City, GA 30269 770-632-8755 770-632-8756 fax Amanda Collier	X							1
Machine Service Inc	Machine Service Inc 1000 Ashwaubenon Street Green Bay, WI 54304 920-339-3000 x 139 Eric Caelwaerts	X							1
Endries International	Endries International 714 Ryan Street Brillion, WI 54110 T: (920) 756-4584 Todd Marsicek	X							1
Ray's Tire	Ray's Tire 1614 7th Street Green Bay, WI 54304 800-810-5177 David Ellis	X							1
Rychtik Welding & Mfg	Rychtik Welding & Mfg 818 Beech Street Grafton, WI 53024 262-377-1592 Greg Rychtik	X							1

Images on Metal Inc	Images on Metal Inc 105 S Mantorville Avenue Kasson, MN 55944 507-634-1210 Carol Benner	X							1
Hotstart Inc.	Hotstart Inc. E 5723 Alki Avenue Spokane, WA 99212 Ph: 509.536.8669 Cell: 509.954.1000 Jason Cook	X							1
Actia	ACTIA 2809 Bridger Court Elkhart, IN 46514 Ph: 574-266-2640 Fax: 574-266-2740 Lisa Foster	X							1
Flambeau	Flambeau 801 Lynn Ave Baraboo, WI 53913 Phone: 608-355-6568 6568 Fax: 608-355-2245 Katy Morehouse	X							1
Interstate Power Systems	Interstate Power Systems 13015 W. Custer Avenue Butler, WI 53007-0500 Phone 262-783-8702 Mobile 262-441-0884 Fax 262-783-8981 Steve Fredrick	X							2
Fleet Pride	Fleet Pride 743 North Keyser Avenue Scranton, PA 18504 (920) 499-4522 Aaron	X							1
OTR Wheel Engineering, INC.	OTR Wheel Engineering, INC. PO Box 732068 Dallas, TX 75373 706-235-9781 Charles Jackson	X							1
Purosil LLC	Purosil LLC PO Box 1839 Corona, CA 92878 951-271-3900 ext 413 951-271-3901 fax Annie Dinh	X							1
Connector Concepts Inc	Connector Concepts Inc 1530 McCormick Blvd. Mundelein, IL 60060 847-541-4020 Tony Doctor							X	1
Packer City International	Packer City International 611 Hansen Road Green Bay, WI 54306 920-499-0879 Michelle Burt	X							2

ESCO Corp. (Bucyrus)	<p>ESCO Bucyrus 260 E. Beal Avenue Bucyrus, OH 44820 Office: +1 419.563.2673 Toll Free: +1 800.446.3726 Fax: +1 800.642.4542 Brad Timmer</p>	X							1
Olson Trailer & Body	<p>Olson Trailer & Body PO Box 12586 Green Bay, WI 54307 920-499-0881 Tom Johnson</p>	X							1
R. H. Sheppard Co. Inc.	<p>R. H. Sheppard Co. Inc. PO BOX 7383 Lancaster, PA 17604 717-633-4155 Tony Noble</p>	X							1
Commercial Vehicle Group	<p>Commercial Vehicle Group 527 West US Highway 20, Michigan City, IN 46360 Office: (219) 861-2540 Fax: Mobile: (219) 363-6493 Voice IP: 62540 Carla Leake</p>	X							1
SunSource	<p>SunSource 23851 Network Place Chicago, IL 60673 Phone: 952.563.1710 Fax: 800.548.0541 Wendy Sorter</p>	X							1
United Rotary Brush Corp.	<p>United Rotary Brush Corp. PO Box 219911 Kansas City, MO 64121 800-851-5108 Rob Hill</p>	X							1
American Cooling Systems, LLC	<p>American Cooling Systems 3099 Wilson Drive NW Grand Rapids, MI 49544 Office 248-332-7200 Mobile 248-762-1399 Dave Solomon</p>	X							1
Appleton Packing & Gasket	<p>Appleton Packing & Gasket 2809 North Conkey Street Phone - 920-731-4487 Fax - 920-731-6622 Barry Prosser</p>	X							1
Brunner Enterprises									1
Dexter Axle	<p>Dexter Axle 26656 Network Place Chicago, IL 60673 260-636-3033 Vicky Metzger</p>	X							1
Engman-Taylor	<p>Engman-Taylor 3311 E. Capitol Drive Appleton, WI 54912 800-236-3820 Michael West</p>	X							1

Faster Inc.	<p>FASTER INC. 6560 Weatherfield Ct. Maumee, OH 43537 Main Office: 1-800-231-2501 Fax: 1-888-316-2695 Rachel Hake</p>	X							1
Fertilizer Dealer Supply	<p>Fertilizer Dealer Supply PO Box 500 Philo, IL 61864 800-462-6670 Chris Blakeney</p>	X							1
Guenther Supply	<p>Guenther Supply Inc 429 W 11th Street Fond du Lac, WI 54935 Phone - 920-921-0821 Fax - 920-921-5409 Steve Wojahn</p>	X							1
Jagemann Plating Co.	<p>Jagemann Plating Co. 1324 So. 26th Street Manitowoc, WI 54221 920-682-6883 Joe Denor</p>	X							1
Kahlenberg Industries Inc.	<p>Kahlenberg Industries, Inc. P.O. Box 358, 1700 12th St. Two Rivers, WI 54241 Ph: 920-793-4507 x116 Fx: 920-793-1346 Erick Kahlenberg</p>	X							1
Kaman Industrial Technologies Corporation	<p>Kaman Industrial Technologies Corporation 4736 South Taylor Drive, Sheboygan, WI 53081 O: 920-395-7178 F: 920-458-2645 Kelly Kilmartin</p>	X							1
Kundinger Fluid Power									1
Lisowe Fab Weld & Machine LLC	<p>Lisowe Fab, Weld & Machine LLC N2280 Hayton Road New Holstein, WI 53061 920-450-8591 Tel 920-898-5976 Fax Todd Lisowe</p>	X							1
Logan Clutch Corporation	<p>Logan Clutch Corporation Manufacturers of Industrial Clutches and Brakes Tel: (440) 808-4258 Toll Free: (800) 525-8824 Fax: (440) 808-0003 Elyse (Lisa) Logan</p>	X							1
Milcut	<p>Milcut Incorporated N50 W13400 Overview Dr Menomonee Falls, WI 53051 Direct: 262.252.1508 Cell: 262-212-9806 Fax: 262.783.7678 Karl O. Johnson, Veteran USMC</p>	X							1

A18 – LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

PULLIAM AIRPORT
FLAGSTAFF, ARIZONA

SNOW REMOVAL EQUIPMENT

FAA AIP Project Numbers: 3-04-0015-43
ADOT Grant Numbers: XXXXXX

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

8/20/19
Date
M-B Companies, INC.
Company Name

Doug Blade
Signature Doug Blade
Business Unit Director
Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

**A26 - TRADE RESTRICTION CERTIFICATE TO BE INCLUDED IN
ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS**

**PULLIAM AIRPORT
FLAGSTAFF, ARIZONA**

SNOW REMOVAL EQUIPMENT

**FAA AIP Project Numbers: 3-04-0015-43
ADOT Grant Numbers: XXXXXX**

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.

<u>8/20/19</u>	<u></u>
Date	Signature <u>Doug Blada</u>
<u>M-B Companies, INC.</u>	<u>Business Unit Director</u>
Company Name	Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

(See Grant Provisions)
Following Addendum 3

EXHIBIT B

GRANT PROVISIONS



GRANT PROVISIONS

Sponsor: City of Flagstaff, Flagstaff Airport

Funding Agency: U.S. Department of
Transportation, Federal Aviation
Administration

Grant Project Title: Aircraft Rescue Fire Fighting
Vehicle - Ancillary Equipment

AIP Grant Number: 3-04-0015-042

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENT – NOT APPLICABLE

A3 BREACH OF CONTRACT TERMS

A3.1 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

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

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

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

A4 BUY AMERICAN PREFERENCE

A4.1 SOLICITATION CLAUSE

A4.1.1 Buy American Preference Statement

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the 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.

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.

A4.1.2 Certificate of Buy American Compliance – Manufactured Product

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.

A5 CIVIL RIGHTS - GENERAL

A5.1.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOLICITATION CLAUSE

The sponsor must include this clause in:

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
- 2) All sponsor proposals for negotiated agreements **regardless of funding source.**

A6.1.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The (**Name of Sponsor**), 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, [select disadvantaged business enterprises or airport concession 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.

A6.2 CONTRACT CLAUSES

A6.2.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are already subject to nondiscrimination requirements.

Compliance with Nondiscrimination Requirements:

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

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

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

A6.2.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can

be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS – NOT APPLICABLE

A9 COPELAND “ANTI-KICKBACK” ACT – NOT APPLICABLE

A10 DAVIS-BACON REQUIREMENTS – NOT APPLICABLE

A11 DEBARMENT AND SUSPENSION

A11.1 SOLICITATION CLAUSE

A11.1.1 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.

A11.1.2 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 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.

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 REQUIRED PROVISIONS

A12.1.1 Solicitation Language (Solicitations that include a Project Goal)

Information Submitted as a matter of bidder responsiveness:

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 its 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; and
- 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.

Information submitted as a matter of bidder responsibility:

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

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 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; and
- 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.

A12.1.2 Solicitation Language (Race/Gender Neutral Means)

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

A12.1.3 Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

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

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from **City of Flagstaff**. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) 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 **City of Flagstaff**. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

A13.1 CONTRACT CLAUSE

TEXTING WHEN DRIVING

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

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

A14 ENERGY CONSERVATION REQUIREMENTS

A14.1 CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

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

A15 DRUG FREE WORKPLACE REQUIREMENTS – NOT APPLICABLE

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO) – NOT APPLICABLE

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.1 SOLICITATION CLAUSE

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.1 CONTRACT CLAUSE

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, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

A19 PROHIBITION of SEGREGATED FACILITIES – NOT APPLICABLE

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.1 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act

of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.1 CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

A22 RIGHT TO INVENTIONS – NOT APPLICABLE

A23 SEISMIC SAFETY – NOT APPLICABLE

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.1 CONTRACT CLAUSE

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.

A25 TERMINATION OF CONTRACT

A25.1 CONTRACT CLAUSE

A25.1.1 Termination for Convenience

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:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) 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;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) 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.

A25.1.2 Termination for Default

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; or

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.

A26 TRADE RESTRICTION CERTIFICATION

A26.1 SOLICITATION CLAUSE

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.

A27 VETERAN'S PREFERENCE

A27.1 CONTRACT CLAUSE

VETERAN'S PREFERENCE

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

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FEDERAL CERTIFICATIONS

- A4 - Buy American Preference - Title 49 U.S.C., § 501101
- A11 - Suspension and Debarment Requirement For All Contracts Over \$25,000 – 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5
- A12 - Disadvantaged Business Enterprise Participation – 49 CFR part 26
- A18 – Lobbying and Influencing Federal Employees – 31 USC § 1352 Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A
- A26 - Trade Restriction Certification – 49 USC § 50104, 49 CFR part 30

A4 - CERTIFICATE OF BUY AMERICAN COMPLIANCE- MANUFACTURED PRODUCTS

CITY OF FLAGSTAFF
FLAGSTAFF AIRPORT

AIRCRAFT RESCUE FIRE FIGHTING VEHICLE – ANCILLARY EQUIPMENT

FAA AIP Project Numbers: 3-04-0015-42
ADOT Grant Numbers: XXXXXX

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:
- Only installing steel and manufactured products produced in the United States;
 - 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
 - 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 U.S. domestic product.
- To furnish U.S. 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.

- 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:

- 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.
- 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.
- To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 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

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

**A11 - CERTIFICATION OF LOWER TIER CONTRACTORS
REGRAVING DEBAREMENT**

**CITY OF FLAGSTAFF
FLAGSTAFF AIRPORT**

AIRCRAFT RESCUE FIRE FIGHTING VEHICLE – ANCILLARY EQUIPMENT

**FAA AIP Project Numbers: 3-04-0015-42
ADOT Grant Numbers: XXXXXX**

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.

Date

Signature

Company Name

Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

A12 - ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

**CITY OF FLAGSTAFF
FLAGSTAFF AIRPORT**

AIRCRAFT RESCUE FIRE FIGHTING VEHICLE – ANCILLARY EQUIPMENT

**FAA AIP Project Numbers: 3-04-0015-42
ADOT Grant Numbers: XXXXXX**

To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 26, the assurance below shall be signed by the bidder and submitted with the bid.

BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR PART 26 RELATING TO DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment **within five days after bid opening**.

- 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; and
- 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 requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Flagstaff 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.

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

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from City of Flagstaff. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) 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 City of Flagstaff. This clause applies to both DBE and non-DBE subcontractors.

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted and that bidder, if the contract is awarded to bidder, will have a **DBE participation of _____ percent** of the amount of this bid. Bidder further gives assurance that bidder has submitted the documentation required by said Regulations and the contract specifications, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if bidder is unable to meet the contract goals for DBE participation, and the steps bidder has taken to obtain DBE participation.

The Overall Current DBE Goal is **4.87%**

Race Conscious **0%** / Race Neutral **4.87%**

Date

Signature

Company Name

Title

NOTE: Bidder shall insert the percentage for DBE participation even if the percentage is less than the contract goal. A bid that fails to meet these requirements may be considered grounds for rejecting the bid.

A18 – LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CITY OF FLAGSTAFF FLAGSTAFF AIRPORT

AIRCRAFT RESCUE FIRE FIGHTING VEHICLE – ANCILLARY EQUIPMENT

**FAA AIP Project Numbers: 3-04-0015-42
ADOT Grant Numbers: XXXXXX**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Date

Signature

Company Name

Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

**A26 - TRADE RESTRICTION CERTIFICATE TO BE INCLUDED IN
ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS**

**CITY OF FLAGSTAFF
FLAGSTAFF AIRPORT**

AIRCRAFT RESCUE FIRE FIGHTING VEHICLE – ANCILLARY EQUIPMENT

**FAA AIP Project Numbers: 3-04-0015-42
ADOT Grant Numbers: XXXXXX**

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.

Date

Signature

Company Name

Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

EXHIBIT C

STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturers' Warranties to City upon City's acceptance of the materials.
10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by

the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.
22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.
23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.
24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
26. **CONTROL:** Contractor shall be responsible for the control of the work.
27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
28. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

INSPECTION, RECORDS, ADMINISTRATION

31. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

32. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
33. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.
34. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

35. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.
36. **INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.
37. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of Contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorney's fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

38. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
39. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
40. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.

41. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
42. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
43. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.
44. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

45. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, Contractor shall comply with the City Code, Chapter 14-02 Civil Rights which prohibits discrimination based on sexual orientation, or gender identity or expression.
48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
49. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all state and federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor

agrees to assist the City in any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

50. **TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days, unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches, the non-defaulting party may elect to terminate this Contract by written notice, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law, in addition to the remedies provided in this Contract.
51. **CITY REMEDIES:** In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
52. **CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
53. **SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
54. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
55. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.
56. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
57. **PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. **CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
59. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City without the prior written consent of the City.
61. **NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. A Notice may be sent by email as a secondary form of notice.
62. **THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
63. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
64. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
65. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **WARRANTY:** Contractor expressly warrants that all goods and services covered by this Contract shall conform to the specifications, drawings, samples or other description in this Invitation for Bids, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect and that goods and services of Contractor's design be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor agrees to replace or to correct defects of any goods or services not conforming to the foregoing warranty promptly, without any expense to the City including shipping and transportation costs, when notified of such nonconformity by the City. In the event of failure by Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the City thereby.

Contractor's product, service, and facilities shall be in full compliance with all applicable federal, state and local laws, statutes, ordinances, regulations, and standards, regardless of whether or not they are expressly referred to by the City.

Unless otherwise specified, the minimum warranty period shall be one (1) year from Contractor's installation or delivery of the warranted item. Contractor shall provide the City with a copy of the complete manufacturer's warranty information.

Contractor guarantees that the equipment offered shall be warranted as follows:

- A. Contractor must send a copy of the warranty explaining clearly what parts and labor are warranted and the time period involved. Contractor is to state the name of the firm where warranty work is to be performed and the maximum number of hours to respond to a service request by a qualified technician arriving at the City of Flagstaff shop.
2. **COMPLIANCE WITH THE SCOPE OF WORK AND GRANT PROVISIONS:** It is agreed that Contractor shall be fully responsible for making any corrections, replacements, or modifications necessary for specification or legal compliance. Contractor agrees that if the product or service offered does not comply with the terms and conditions of this Contract, the Purchasing Director has the right to cancel at any time with full refund within sixty (60) calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any incidental and/or consequential damages suffered by the City.
 3. **INTENT:** These specifications cover the furnishing of the latest production model that has been proven and in field service for a minimum time period of one (1) year. All components are to be manufacturer's standard and no prototype units will be considered.

These specifications require the doing of all things necessary, or proper for, or incidental to the furnishings and delivery of said unit and associated equipment. All things not expressly mentioned in these specifications but involved in carrying out their intent are required by these specifications, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.

The Contractor is to submit a user list with in-service date, phone number, and person to contact that are currently using the equipment offered in this bid for consideration, so that if necessary, the City can view the equipment in operation.

4. **CONTRACT TYPE:** Firm Fixed Price.
5. **CONTRACT RENEWAL:** The City reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date.
6. **SUBSEQUENT PURCHASES:** The City, with the consent of the successful Contractor(s), reserves the right to purchase additional items as listed in this bid, if Contractor is willing to offer the same terms and conditions as submitted in this bid, for a period of twelve (12) months from the date of City Council approval.
7. **MISCELLANEOUS CHARGES:** If any other charges are applied to the unit, such charges shall be as stated on the bid form under "Miscellaneous Charges". No other charges shall be considered later.
8. **LIQUIDATED DAMAGES:** Liquidated damages shall be charged when the Contractor fails to deliver the specified equipment, fully operational as per the stated delivery date as provided on the Bid Form and as per the City of Flagstaff's delivery terms. Liquidated damages will be assessed at the rate of \$200 per calendar day to commence after the agreed upon delivery date has expired.
9. **CONTRACT ADMINISTRATOR:** The Contract Administrator for the City shall be the Airport Operations Supervisor or designee. The Contract Administrator shall audit billings, approve payments, establish schedules, and generally be responsible for overseeing execution and the delivery of this Contract.
10. **INSPECTION AND PERFORMANCE TESTS:** Inspection of workmanship, materials, design and performance of the unit may be made at the Contractor's factory at the sole discretion of the City. The City will pay all expenses of its inspectors. However, the entire unit specified shall be subject to final inspection and acceptance by the City upon delivery at the City facility designated on the purchase order. The complete unit will be required to undergo a performance test before final acceptance. Any defects or failure to comply with any requirements of these specifications shall be immediately remedied by the Contractor at the Contractor's own expense before final acceptance.
11. **ACCESSIBILITY OF COMPONENTS:** All parts of the unit and auxiliary equipment shall be easily accessible for inspection, operation, and maintenance. All components shall be readily removable and replaceable. These features are considered mandatory and the unit will be closely inspected to assure conformance with this requirement.

If, in the opinion of the City, any part or component is not readily accessible, or removable, the City may require the Contractor to correct the deficiencies at the Contractor's own expense, before acceptance.

12. **MARKING OF CONTROLS:** All operating controls, light switches, and controls for auxiliary equipment that may be installed on the vehicle, or at any other location on the unit shall be clearly and permanently marked and identified by means of identification plates.

13. **RECOMMENDED SPARE PARTS:** The Contractor shall furnish with each service manual a list of recommended spare parts. The list shall include all necessary data for ordering the parts. Parts furnished by other manufacturers shall be identified by the ordering data of the actual manufacturer.
14. **ACCEPTANCE:** Each item delivered shall be subject to a complete inspection prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty (30)-calendar days shall be allowed for this process. If delivered equipment is returned to the Contractor prior to acceptance for any reason, additional periods of thirty (30)-calendar working days shall be allowed for inspection when subsequent deliveries occur. Any defects or failures to comply with any requirements of these specifications shall be immediately remedied; otherwise liquidated damages would be applicable as referenced herein.
15. **WEATHER CONDITIONS:** This product will be used at elevations from near sea level to 10,000 feet and ambient temperatures as high as 120 degrees and as low as – 40 degrees F. The product shall remain operational under these conditions. Each component of the complete unit shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.
16. **OPERATION MAINTENANCE AND REPAIR DATA:** Prior to the delivery of the unit and associated equipment, the Proposer shall forward directly to the City, operating, maintenance repair manuals. All manuals shall be in the form of neatly bound books, with durable covers and shall be properly identified with manufacturer's name, model and serial number of the equipment.

The operating and maintenance or shop manual shall be the latest manufacturer's handbook covering in detail the recommended operating maintenance and service procedures.

The repair or shop manual shall include detailed drawings, schematics, electrical and hydraulic or other piping diagrams and complete parts lists for all components of the unit and associated equipment.

Where components or equipment of several manufacturers' have been used in assembling the unit, the manuals shall include operating, maintenance repair and parts lists of all manufacturers' covering all of the components.

The manuals shall be furnished in sets. Each set (four sets total) shall include an operator's manual, parts catalog and shop repair manual. The books and manuals shall be delivered to the City of Flagstaff Fleet Superintendent at the time the equipment is delivered. Delivery shall not be considered complete and payment shall not be made until all required manuals and books are received. Two sets of all manuals may be submitted in CD format.

17. **SITE VISIT:** At any time during the term of the Contract, the City, at their sole option, may request a visit and inspection of the Contractor's facility to ensure that the Contractor has the necessary equipment and qualifications to perform the requirements of this Invitation for Bid.

Limited Warranty

Limited Warranty: Subject to the limitations set forth herein, M-B Companies, Inc. Airport Maintenance Products division ("M-B") warrants its products to be free from defects in material and workmanship for one year from the date of delivery of the product to its original owner. Parts used for warranty repairs shall be warranted to the end of the Limited Warranty period or ninety days, whichever is longer. This warranty is not transferable without the written consent of M-B.

Notice: M-B's obligations under this Limited Warranty are conditioned on M-B receiving, within the warranty period, written notice from Buyer specifying the nature of any alleged defect and requesting corrective action by Seller.

Remedies: M-B, at its option, will repair or replace, or provide a credit to the buyer for defective warranted items. If requested by M-B, products or parts for which a warranty claim is made shall be returned, transportation prepaid by M-B, to M-B's factory. Buyer shall not return any product for repair, replacement or credit without M-B's advance written consent.

Other Manufacturer's Warranty: On products furnished by M-B, but manufactured by any other manufacturer, the warranty of said manufacturer, if any, will be assigned to the buyer, if the said warranty is assignable. This includes any portion of said manufacturer's warranty which is longer than the M-B standard warranty. However, M-B does not represent or guarantee that the other manufacturer will comply with any of the terms of their warranty.

Exclusions: Any improper use, operation beyond capacity, or substitution of parts not approved by M-B, or alteration or repair by others in such a manner as in M-B's judgment materially and/or adversely affects the product shall void this warranty. This warranty does not apply to defects caused by damage or unreasonable use while in the possession of the owner, including but not limited to: failure to provide reasonable and necessary maintenance, normal wear, routine tune-ups or adjustments, improper handling or accidents, operation at speed or load conditions contrary to published specifications, improper or insufficient lubrication, or improper storage.

The batteries, tires, rubber materials, brushes and material normally consumed in operation, are excluded from this warranty

Limitations of liability: M-B shall not be liable for any incidental, consequential, punitive or special damages of any kind, including, but not limited to, consequential labor costs, transportation charges, and rental costs, in connection with the repair or replacement of defective parts, or lost time or lost profits or expense which may have accrued because of said defect.

M-B disclaims all other warranties, whether expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. This warranty is the exclusive remedy of buyer. This warranty cannot be extended, broadened or changed in any respect except in writing by an authorized officer of M-B.

Notwithstanding anything in this warranty to the contrary, in no event shall M-B's total liability hereunder exceed the purchased price of the particular product.

Warranty Repair Policy

M-B Companies, Inc. Airport Snow Removal Products division ("M-B") warrants its products to be free of defects in material and workmanship as described in the M-B Warranty Policy. The following rules and limitations apply to warranty work and charges performed on behalf of M-B Companies.

Pre-authorization: All warranty work must be pre-authorized by the M-B Service Manager. Claims that are not pre-authorized will be rejected. At the time of pre-authorization, an estimate of labor time will be made by the M-B Service Manager and a pre-authorized limit of charges will be established. If the repair will run over the pre-authorized limit, the organization responsible for doing the work must contact the Service Manager for further approval.

Rates: When warranty repairs are performed by an organization other than M-B, M-B will pay 75% of the organization's standard hourly shop rate or as negotiated.. M-B will not pay overtime rates or special road rates. Reimbursement for mileage will be at United States IRS standard rates.

Shop: If M-B personnel or contractor are performing the warranty work, buyer shall supply an adequate, heated, indoor, facility at no charge to M-B. M-B will not pay to rent service shop facilities. Necessary lifting devices, power and hand tools shall also be supplied by the buyer at no charge to M-B.

Parts: M-B reserves the right to review the failed parts to determine warrantability. All parts removed or replaced shall be kept for disposition as directed by M-B. If requested parts are not returned for examination, the warranty claim may be rejected. Warranty work will be performed with parts provided by M-B only, unless arrangements have been made and an agreement reached prior to the repairs. If parts are consumed from a buyer's stock, M-B will credit the buyer what the buyer paid M-B for the parts.

Warranty Claim: Warranty claims will be accepted only if filed within 30 days of the warranty repair. They must be made using the M-B "Warranty Claim Form". Claims for warranty are independent and distinct from other business between M-B and the buyer and/or customer. Payment for warranty will be made by issuance of a credit memo to the account of the buyer. Unauthorized deduction of warranty claims from other amounts owed to M-B will not be recognized.

MB4 Front Mount Snow Blower Chassis



Reference Only

- Chassis with four wheel Tru-Trac™ 4 x 4 drive.
- 164-inch wheel base standard for small turning circles
- Butterfly type hood enclosures for auxiliary and chassis engines cover maintenance catwalks
- All hoods rotate upward to allow maintenance and repair access to engine and accessories
- All hoods open with power assist
- 500 HP electronic turbocharged diesel chassis engine, T4F EPA emission certified
- Allison RDS 4000, 6 speed transmission
- M-B Torque Flow single speed transfer case featuring the Eaton Tru-Trac™ differential provides low speed torque plus speeds up to 45 mph
 - Automatically and constantly proportions torque delivery between front and rear axles
 - Helical gears for positive and smooth torque transmission.
- M-B 29,000-pound front drive/steer axle with limited slip differential
- M-B 27,000-pound rear drive/steer axle with limited slip differential
- Tapered spring suspension for smoother ride and increased driver control
- ABS air brake control system (4-channel) with automatic traction control
- Dual 125 gallon fuel tanks for drive and broom engines for up to 12 hours of operation
- 445/65R22.5 LR L traction tread front and rear tires
- Includes battery disconnect switch and centrally located fluid drain lines
- M-B two-man cab
 - Panoramic view. All flat glass for easy and local replacement. Forward slope windshield
 - Four windshield wipers with three motor system for reduced linkage issues and provide better snow removal from windshield
 - Air-ride driver and passenger seats with adjustable lumbar supports
 - Includes many standard features such as side light bars, heated windshield, high capacity cab heater, heated power mirrors, power windows



a brand of aebe schmidt

- Operator friendly, cab integrated microprocessor CAN bus controls with MDC (Monitor, Diagnose, Control) color screen display and CAN joystick for chassis, snowblower, broom and plow

MB4 High Performance Airport Snow Blower Package

- More than 750 HP available to power snow blower head
- 500 HP electronic turbocharged diesel T4F emission certified auxiliary engine
 - delivers all 500 HP to the impeller
 - Ribbon powered by chassis engine
 - More than 300 HP available from chassis engine to drive ribbon as needed
- Capacity over 4000 tons per hour
- Cast distance in excess of 100 feet
- Cutting height of 58 inches, cutting width of 102 inches
- 52.5" diameter hydrostatic drive ribbon
 - Variable speed ribbon automatically adjusts to ground speed
 - Independently reversible ribbon to free obstructions and clogs
- 59" diameter impeller with replaceable blades, mechanical drive
 - Shear bolts to protect impeller and impeller drive
- Rotating impeller housing and discharge chute for adjustable cast direction
 - 140 degree counterclockwise rotation from flat cast right
- Poly cutting edge
- Pneumatic casters
- Integrated carbide skid shoes

Includes Chassis Options:

- Engine block heater, immersion type, both engines
- Battery trickle charger, 1.5 amp
- Air intake grid heater, both engines
- Rear bumper chevron striping
- 8 inch reflective stripe
- Auto lube system
- Rear mounted pintle hook
- One spare chassis tire and wheel

Cab Options:

- Deluge System
- Pre-wired for two way radios

4600 Pivot Lift Airport Broom Head



For Reference Only



For Reference Only: J-hook multipurpose style hitch

- J-hook Hitch Standard
- 46" diameter @ 22-foot length.
- Free floating, shock absorbing, weight transfer broom head hitch for improved tractive effort, braking, steerability and overall handling of the broom chassis
- Broom oscillation of 8 degrees (+4, -4) permitting broom head tilt independent of truck to compensate for surface variations to minimize brush pattern variation during operation.
- Power transmitted to the broom core via gearboxes utilizing keyed tapered hubs to prevent any looseness in the connection for vibration concerns. Molded urethane drive cogs for torque transmission. Hardened steel pilot plates and core sprockets to support the radial loads
- Utilizes integrated controls in chassis for broom and forced air blowers.
- Poly and wire alternating wafer type bristles, with spacers

Includes Broom General Options:

- Broom head marker lights

Includes Broom Spare Parts Options:

- One set of broom cores
- One set of four broom carts, non-adjustable
- One set of poly and wire wafers with spacers (ship loose)
- One spare caster tire and wheel, nitrogen filled

P5000 Airport Reversible Plow



24 foot plow shown with option flared end, optional poly edge



Plow with option flared end, optional poly edge

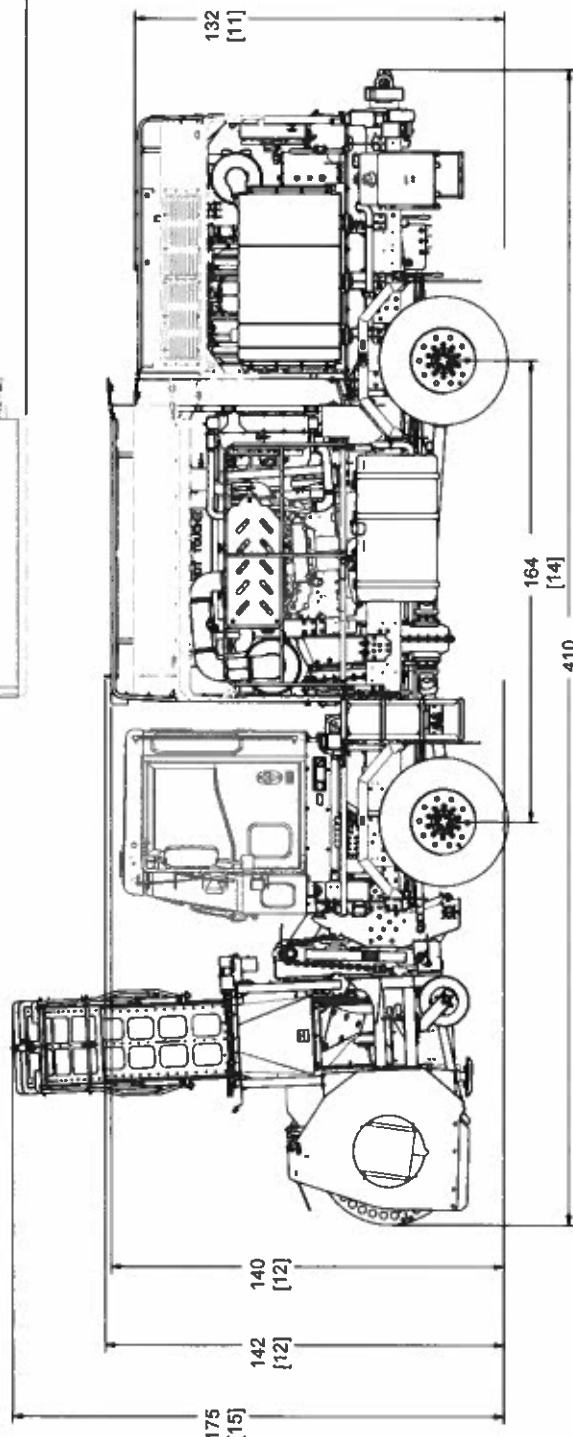
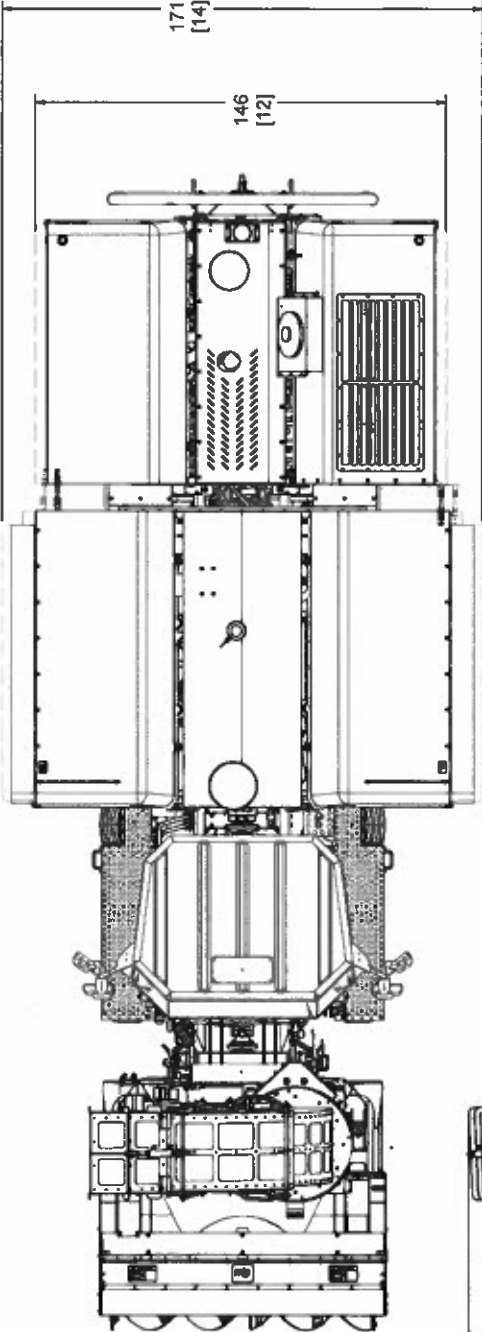
- J-hook hitch to plow.
- Fully reversible angle left and right up to 32 degrees
- 50 inch moldboard height
 - 65, 75, or 85 degree adjustable moldboard angle
 - High visibility green polyethylene lined moldboard
- Flared moldboard blade
- 22-foot length
- Lift, and swing uses chassis hydraulic system
 - Requires two auxiliary hydraulic circuits on chassis
 - Required: Integral float in chassis hydraulics to allow plow to follow pavement independently
- Moldboard oscillation to follow angled (sway) pavement independent of chassis
- Two heavy duty single casters. Single casters minimize shimmy and vibration, increase tire life
- Front mounted rubber deflector to reduce overspray for optimum operator visibility
- Poly cutting edge

Includes Reversible Plow Spare Parts Options:

- One spare poly cutting edge.

REV	DATE	DESCRIPTION
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REPRESENTATIVE DRAWING ONLY.
DIMENSIONS SUBJECT TO CHANGE.



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100	1	100	1	100	1

Verisys Registrars®

Helpful Auditing

Certificate of Registration

The Management System of

M-B Companies, Inc.

1200 Park Street Chilton, Wisconsin 53014 USA

has been assessed and certified by Verisys Registrars as meeting the requirements of

ISO 9001:2015

for the following scope of registration:

M-B Airport Maintenance Products Business Unit designs, provides fabricated parts, assembles supplies, and supports snow removal attachments and vehicles with which airports and other entities maintain transportation infrastructure.

Certificate Number:
Original Approval 2/3/2014
Certificate Issued 1/13/2017
Certificate Expires 2/12/2020

The use of this certification mark indicates accreditation in respect to those activities covered by registration
Certificate Number: M020314



M020314

On behalf of Verisys Registrars – Rick Breden, President

This certificate is valid only if the company maintains its management system to the required standard and to conditions and schedules established by Verisys Registrars. In issuing this certificate Verisys Registrars assumes no liability to any party.

5/28/19

FAA Vehicle Test Certification

M-B Companies, Inc. hereby certifies that the MB1 Series chassis fully complies with the Carrier Vehicle Tests as described in Chapter 7, Section 46 of the FAA Advisory Circular Number 150/5220-20A.

These tests were conducted using our early production models and verified the results obtained during our prototype testing.

The Service Brake and the Emergency Brake Tests were conducted during the Federal Motor Vehicle Safety Standard #121 air brake performance certification.

Certification includes:

- 1) Cold Weather Operations at temperatures to -40 degrees F
- 2) Hot Weather Operations at temperatures up to 70 degrees F
- 3) Verification of sufficient power to perform all operational functions simultaneously.
- 4) Ten miles driven over hard surface roads with no perceived problems when loaded to its rated GVW
- 5) One hour at 5 mph over airport terrain when loaded to its rated GVW
- 6) Service Brake Test conducted when loaded to its rated GVW. Vehicle stopped within 35 feet from 20 mph and within 131 feet from 40 mph without steering correction. The tests were run twice in each direction.
- 7) Emergency Brake Test was conducted when loaded to its rated GVW. From 40 mph, the vehicle stopped in under 288 feet using only the emergency brake. No steering corrections were needed and the brakes were able to hold the vehicle without fade for five minutes.

Sincerely,



James Steiner
Director and Chief Engineer
M-B Companies, Inc.

5-28-19

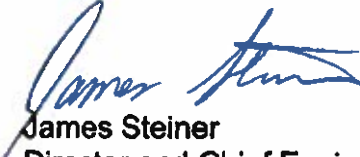
FAA Advisory Circular 150/5520-20A Certification

To: Airport Snow Removal Products Marketing

SUBJECT: FAA Advisory Circular 150/5220-20A Testing Certification for M-B Chassis

M-B Companies Engineering certifies that the following M-B manufactured chassis lines meet the operational standards and testing requirements found in FAA Advisory Circular 150/5220-20A:

- MB1 All wheel drive conversion
- MB2 Tractor / Plow chassis
- MB3 Front-mount broom / plow chassis
- MB4 Snow blower chassis
- MB5 Mid-mount broom multi-tasking chassis



James Steiner
Director and Chief Engineer
M-B Companies, Inc.

5-28-19

M-B Companies, Inc hereby certifies that the model MB series chassis complies with all applicable requirements and regulations that the Federal Motor Vehicle Safety Standards (FMVSS) CFR title 49 part 571

FMVSS 571-101: Controls and Displays

FMVSS 571-102: Transmission Shift Lever Sequence, Starter Interlock, and Transmission Braking

FMVSS 571-103: Windshield Defrosting and Defogging Systems

FMVSS 571-104: Windshield Wiping and Washing Systems

FMVSS 571-105: Hydraulic & Electric Brake Systems (Not applicable on M-B Chassis)

FMVSS 571-106: Brake Hoses

FMVSS 571-108: Lamps, Reflective Devices, and Associated Equipment

FMVSS 571-111: Rearview Mirrors

FMVSS 571-113: Hood Latch Systems (Not applicable on M-B Chassis)

FMVSS 571-116: Motor Vehicle Brake Fluids (Not applicable on M-B Chassis)

FMVSS 571-119: New Pneumatic Tires for Vehicles Other Than Passenger Cars

FMVSS 571-120: Tire Selection and Rims

FMVSS 571-121: Air Brake Systems

FMVSS 571-124: Accelerator Control Systems

FMVSS 571-201: Occupant Protection in Interior Impacts (Not applicable on M-B Chassis)

FMVSS 571-205 (FMCSR 205): Glazing Materials

FMVSS 571-206: Door Locks and Door Retention Components

FMVSS 571-207: Seating Systems

FMVSS 571-208: Occupant Crash Protection

FMVSS 571-209: Seat Belt Assemblies

FMVSS 571-210: Seat Belt Assembly Anchorages

FMVSS 571-302 (FMCSR 302): Flammability of Interior Materials

FMCSR 393.94: Interior Noise Levels in Power Units

FMCSR 393.65: All Fuel Systems


James Steiner
Director and Chief Engineer
M-B Companies, Inc.

5-28-19

Drive Components Certification

To: Airport Snow Removal Products Marketing

SUBJECT: MB1, MB2, MB3, MB4, MB5 Series Components Rating Removal

M-B Companies Engineering certifies that the following MB manufactured components installed in the subject vehicles are rated for these vehicles as delivered.

Front Drive/Steer Axles

27K drive/steer axle w/S-cam brakes

29K drive/steer axle w/S-cam brakes

Single Rear Drive/ Steer Axles (Rear steer axle)

27K drive/steer axle w/S-cam brakes

Transfer Cases

MB Nose box assembly 1.63 ratio

MB Up/Down transfer box 1:1

MB Transfer case w/Trutrak differential

Snow Blower Drive Gearbox

MB4 series single speed clutch/drop box

MB4 series single speed impeller drive



James Steiner

Director and Chief Engineer

M-B Companies, Inc.

5/28/19

Subject: Snow Broom Testing Letter from Peer Associates, Inc.

To whom it may concern:

The following attached third party certification dated June 29, 2007, states M-B Companies unit tested and passed all specifications required by the FAA at that time.

Unit was tested with a Tier 3 Industrial engine. 475 horsepower engine, 500 RPM broom rotation with 4,828 ft-lbs of available torque at the broom shaft at 5,075 psi maximum working pressure.

New units manufactured after January 2018, pass all AC 150/5220-20A and SAE ARP5564 requirements with, more horsepower and the same hydraulic components. Tier 4 EPA certified units have a 500 horsepower engine, 500 RPM broom rotation with 4,828 ft-lbs of available torque at the broom shaft at 5,075 psi maximum working pressure.

Sincerely,



James Steiner
Director and Chief Engineer
M-B Companies, Inc.

PEER ASSOCIATES, INC.

1051 Miller Street
Shakopee, MN 55379

Office: 952-445-4151

E-mail: moriartyjd@msn.com

June 29, 2007

To whom it may concern:

This letter serves as a confirmation that the M-B Companies have tested runway broom performance to increase the snow moving capacity of a broom. I witnessed this testing. The results are shown on the enclosed graph. Tons per hour of snow moving capacity is directly proportional to the available torque on the broom shaft.

M-B maximizes the torque on the broom shaft and have proven capacity and capability of the airport snow removal and cleaning operations at speeds of up to 40mph (64 kph).

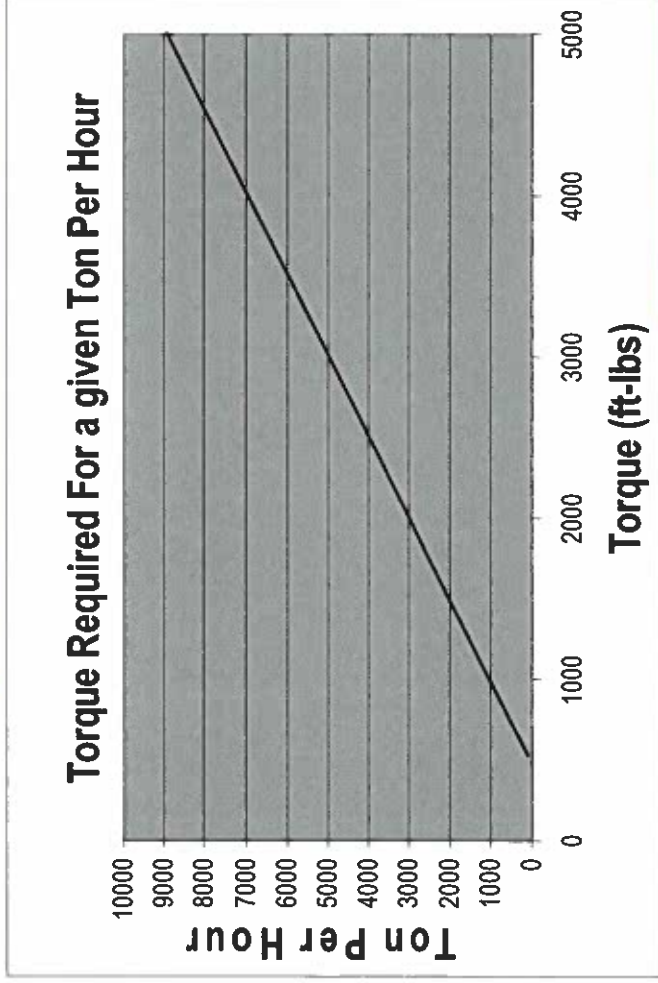


Jim Moriarty
Peer Associates, Inc.
1051 Miller St.
Shakopee, MN 55379



4600-HP3 Runway Brooms

Performance Testing: Broom Torque (Ft-Lbs)



Use to predict how fast you can go for a given:

- Snow density
- Snow depth
- Swept path

STD: 2656 Ft-Lbs = 4284 Tons / Hr
HP2: 3117 Ft-Lbs = 5195 Tons / Hr
HP3: 4828 Ft-Lbs = 8575 Tons / Hr



Fairbanks International Airport

AeroNexus®

Alaska International Airport System

Ted Stevens Anchorage International Airport
Fairbanks International Airport

6450 Airport Way, Suite 1

Fairbanks, Alaska 99709

Main: 907.474.2500

Fax: 907.474.2513

Website: www.fai.alaska.gov

3-12-15

To whom it may concern:

This letter serves as a confirmation that the M-B Companies has tested the P5000, Airport Reversible Plow performance to increase the snow moving capacity. I witnessed the testing that was conducted at Fairbanks International Airport.

This certifies that the Snow Plow Testing conducted by the M-B Companies and Fairbanks International Airport complies with the requirements and procedure as outlined in the following:

- a. Sustain a speed of 25 mph on level pavement with a snow plow cutting edge angle at 32 degrees while negotiating a 3 to 6 inch snow accumulation having a density of approximately 25 lbs/cu/ft. throughout a test section of at least 500 feet.
- b. Discharge snow to either side of the carrier vehicle while moving
- c. Minimize snow spillover to 5 percent of total snow displaced
- d. Produce a clear swath that is even, regular and non-skipping
- e. Have the cutting edge (blade) free of vibration during operation
- f. Carrier vehicles must be all-wheel drive

Further, this certifies that Snow Plow Testing conducted by the M-B Companies and Fairbanks International Airport complies with the requirements and procedures outlined in SAE ARP (Society of Automotive Engineers Aerospace Recommended Practice) #5943, "Snowplows and Hitches."

John C.A. Moutrey

Fairbanks International Airport

Equipment Manager/Shop Foreman

5801 Airport industrial road

Fairbanks, AK 99709

Phone 907-474-2545

john.moutrey@alaska.gov

"Keep Alaska Flying and Thriving."



GEMINI PLASTICS
INC.

07.09.18

To whom it may concern:

Gemini Plastics, Inc. certifies that 3/8" thick, smooth/smooth, lime green, HMWPE, UVI meets the customer requirements and specifications of M-B Companies, Inc.

**By: Joseph Beausoleil
Title: President
Gemini Plastics, Inc.**

Gemini Plastics, Inc.
1333 Viking Lane
De Pere, WI
54115
www.gplastics.com

**HMW Sheet:
Typical Properties**

Property*	ASTM Test Method	Typical Values	
		English Units	Metric Units
Density	D1505	59.2 lbs/ft ³	0.948 glee
Melt Flow Rate (HLM), Condition 190 °C / 21.6 kg	D1238	—	10 g / 10 min
Polyethylene Classification	D4976	Group 2, Class 3, Grade 5	Group 2, Class 3, Grade 5
Potable Water Standards	NSF International	Meets Standards 14 & 61	Meets Standards 14 & 61
Tensile Strength@ Yield	D638	3,600 psi	24.8 MPa
Elongation at Break	D638	700%	700%
Flexural Modulus	D790	175,000 psi	1207 MPa
ESCR, Condition A & B (100% Igepal), F ₅₀	D1693	> 600 hours	> 600 hours
Durometer Hardness	D2240	68 Shore D	68 Shore D
Vicat Softening Temperature	D1525	258 °F	126 °C
Heat Deflection Temperature@ 66 psi	D648	173 °F	78 °C
Brittleness Temperature	D746	< -103 °F	< -75 °C
Tensile Impact Strength	D1822	90 ft-lbf/in ²	190 KJ/m ²
Fire Rating	—	UL94HB	UL94 HB

*The nominal properties reported herein are typical of the product but do not reflect normal testing variance and therefore should not be used for specification purposes.

Typical Properties reported herein were determined on compression molded samples prepared in accordance with Procedure C of ASTM D4703, Annex A1.



11928 West Silver Spring Drive
Milwaukee, WI 53225

Date: July 7, 2016

M-B Company
1200 Park street
Chilton, WI 53014

Subject: M-B model 4600 High speed runway broom hydrostatic drive(s) installation approval.

After review of documented testing Sunsource is satisfied that M-B has met all the manufacture's (Danfoss) specifications in the application of their hydrostatic pumps and motors. The two circuits are 1) Hydrostatic broom drive. 2) Hydrostatic blower drive.

Best regards,

A handwritten signature in black ink that reads "Dave Breister". The signature is written in a cursive style with a large, sweeping initial "D".

Dave Breister
Sunsource account manager, Milwaukee branch



MB4 Two Engine Chassis Mounted Snowblower



a brand of aebe schmidt

Date Delivered	Customer	State	Name	email	phone	Comments
May-12	Cleveland Hopkins Int'l Airport	OH	Rob Roberts	rroberts@clevelandairport.com	216-265-6125	7500 TPH
Nov-12	Thief River Falls Regional	MN	Joe Hedrick	trfairport@mncable.net	218-681-7680	7500 TPH
May-13	Niagara Falls Int'l Airport	NY	Bill Walsh	bill.walsh@nfta.com	716-297-4494	7500 TPH
Jul-13	Cleveland Hopkins Int'l Airport	OH	Rob Roberts	rroberts@clevelandairport.com	216-265-6125	7500 TPH
Jul-13	Natrona County Airport	WY	Glen Januska	gianuska@iflycasper.com	307-472-6688	Loading chute, 22 ft broom, forced air blower
Sep-13	Pierre Regional Airport	SD	Mike Isaacs	mike.isaacs@ci.pierre.sd.us	605-773-7447	7500 TPH
Nov-13	AK DOT Skagway	AK	Missy Tyson	missy.tyson@alaska.gov	907-983-2322	7500 TPH
Jan-14	Sheridan County Airport	WY	John Stopka	jstopka@sheridancountyairport.com	307-674-4222	loading chute, 22 ft front broom and forced air blower
Apr-14	Kansas City Int'l Airport	MO	Kenny Williams	kenneth.williams@kcmo.org	816-243-5055	Left hand cast; loading chute
Apr-14	Kansas City Int'l Airport	MO	Kenny Williams	kenneth.williams@kcmo.org	816-243-5055	Left hand cast; loading chute
May-14	BWI Airport	MD	Bill Danel	wdanel@bwairport.com	410-859-7824	7500 TPH
May-14	Xinjiang Airports-Demo	CN	Wang Jun	blueridgeequipment@yahoo.com	703-231-3096	7500 TPH
Aug-14	Billings Logan Int'l Airport	MT	Scott Stoppie	airmech@ci.billings.mt.us	406-237-6299	7500 TPH
Aug-14	Helena Int'l Airport	MT	Jeff Wadekamper	jwadekamper@helenaairport.com	406-442-2821	22 ft interchange front broom; forced air blowers
Nov-14	Brainerd Crow Wing Airport	MN	Jeff Wig	jeffwig@brainerdairport.com	218-825-2166	7500 TPH
Dec-14	Waterloo Regional Airport	IA	Rusty Zey	rzey@flyalo.com	319-291-4483	7500 TPH
Dec-14	Indianapolis Int'l Airport	IN	Mike Medvescek	mmedvescek@indianapolisairport.com	317-487-5024	7500 TPH
Dec-14	Indianapolis Int'l Airport	IN	Mike Medvescek	mmedvescek@indianapolisairport.com	317-487-5024	7500 TPH
Dec-14	BWI Airport	MD	Bill Danel	wdanel@bwairport.com	410-859-7824	7500 TPH; Ansul Fire Suppression System
Feb-15	Wayne County Int'l Airport	MI	Ken Masiarczyk	ken.masiarczyk@wcaa.com	734-942-3584	7500 TPH
Apr-15	Anchorage Int'l Airport	AK	Phil Petri	phil.petri@alaska.gov	907-266-2427	7500 TPH
May-15	Grand Forks Int'l Airport	ND	Richard Audette	raudett@gfairport.com	701-795-6979	7500 TPH



MB4 Two Engine Chassis Mounted Snowblower



a brand of aebl schmidt

Jun-15	Ketchikan Int'l Airport	AK	Jeff Langkau	jeff@kgbank.us	907-254-6691	4622 Broom with air blower system, 7500 TPH
Jun-15	Cincinnati/N Kentucky Int'l	KY	Matt Gabbert	mgabbert@cvgairport.com	859-767-3191	7500 TPH
Jun-15	Cincinnati/N Kentucky Int'l	KY	Matt Gabbert	mgabbert@cvgairport.com	859-767-3191	7500 TPH
Jul-15	Deadhorse Airport	AK	Tim Parault	tim.parault@alaska.gov	907-659-2553	Loading chute, front broom. Forced air blowers
Jul-15	SEATAC Int'l Airport	WA	Benny Austin	austin.b@portseattle.org	206-248-6884	7500 TPH
Jul-15	SEATAC Int'l Airport	WA	Benny Austin	austin.b@portseattle.org	206-248-6884	7500 TPH
Jul-15	Coles County Airport	IL	Andrew Fearn	andrewfearn@colescountyairport.com	217-234-7120	Spotcasting / Loading chute, 7500 TPH
Oct-15	Detroit Wayne Co Int'l Airport	MI	Ken Masiarczyk	ken.masiarczyk@wcaa.com	734-942-3584	7500 TPH
Feb-16	Portland Int'l Jetport	ME	Artie Sewall	ams@portlandmaine.gov	207-233-1733	Flat cast to the left, 7500 TPH
May-16	Raleigh County Airport	WV	Tom Cochrane	tomcochrane@suddenlinkmail.com	304-890-4615	Spot casting loading chute, 7500 TPH
Sep-16	Missoula Int'l Airport	MT	Nate Coles	ncole@flymissoula.com	406-370-2206	7500 tph, 22 ft front broom and forced air blower
Sep-16	Whiteman Air Force Base	MO	Benny Benedyk	preston.benedyk@us.af.mil	850-283-6411	3000 TPH
Sep-16	Worcester Regional Airport	MA	Jim Person	jperson@massport.com	508-799-1351	7500 TPH
Sep-16	Des Moines Int'l Airport	IA	Randy Craig	rpcraig@dsmairport.com	515-256-5044	7500 TPH
Oct-16	Dulles Int'l Airport	VA	James Brill	james.brill@mwaa.com	703-572-2880	7500 TPH
Nov-16	Anchorage Int'l Airport	AK	Phil Petri	phil.petri@alaska.gov	907-266-2427	7500 TPH
Nov-16	Anchorage Int'l Airport	AK	Phil Petri	phil.petri@alaska.gov	907-266-2427	7500 TPH
Dec-16	Oceana, Virginia Beach	VA	Warren Dockey	warren.dockey@navy.mil	757-636-7159	7500 TPH, 14 ft plow
Dec-16	Garden City Regional Airport	KS	Rachelle Powell	Rachelle.Powell@gardencityks.us	620-276-1190	22 ft front broom, forced air blower, 22 ft plow, 7500 TPH, Spot casting loading chute
Dec-16	Southern Wisconsin Regional Airport	WI	Ron Burdick	ron.burdick@jvairport.com	608-757-5768	7500 TPH
Jan-17	Detroit Wayne Co Int'l Airport	MI	Ken Masiarczyk	ken.masiarczyk@wcaa.com	734-942-3584	7500 TPH



MB4 Two Engine Chassis Mounted Snowblower



a brand of aebe schmidt

Jan-17	Detroit Wayne Co Int'l Airport	MI	Ken Masiarczyk	ken.masiarczyk@wcaa.com	734-942-3584	7500 TPH
Jan-17	Burlington Int'l Airport	VT	Chip French	cfrench@btv.aero	802-316-2525	Spot casting loading chute, 7500 TPH
Jan-17	Lewiston Nez-Perce Co Airport	ID	Chris Hayes	chrishayes@golws.com	208-746-4471	4622 front broom with air blower system, FOD Box
Feb-17	Fairbanks Int'l Airport	AK	John Moutrey	john.moutrey@alaska.gov	907-474-2545	Spot casting loading chute, 7500 TPH
Mar-17	Grand Forks AFB	ND	SMSGT David Jackson	david.jackson.17@us.af.mil	701-747-4342	Spot casting loading chute, 7500 TPH
Apr-17	Yampa Valley Regional Airport	CO	Kevin Booth	kbooth@co.routt.co.us	970-276-5004	7500 TPH
Apr-17	Washington Dulles International Airport	VA	James Brill	jame.brill@mwaa.com	703-572-2880	7500 TPH
May-17	Washington Dulles International Airport	VA	James Brill	jame.brill@mwaa.com	703-572-2880	7500 TPH
May-17	Dallas Love Field	TX	Dennis Wykes	dennis.wykes@dallascityhall.com	972-213-2772	7500 TPH, 20' front broom, 24' plow
May-17	Lynchburg Regional Airport	VA	Rick Stein		434-455-6088	7500 TPH, 22' front broom, 22' plow
Jul-17	Anchorage Int'l Airport	AK	Phil Petri	phil.petri@alaska.gov	907-266-2427	7500 TPH
Oct-17	Buffalo Niagara International Airport	NY	Peter Robbins	peter.robbs@nfta.com	716-345-4552	7500 TPH
Jan-18	Westchester County Airport	NY	John Starace	jss0@westchester.gov.com	914-995-8226	3500 TPH
Mar-18	Lambert St Louis Int'l Airport	MO	Mike Bernich	mabernich@flystl.org	314-426-8062	7500 TPH
Jun-18	City of Colorado Springs	CO	Kelly Thompson	kthompson@springsgov.com	719-385-7701	7500 TPH, Aux Eng 800HP
Jun-18	Dulles Int'l Airport	VA	James Brill	james.brill@mwaa.com	703-572-2880	7500 TPH, Aux Eng 800HP
Jul-18	Terre Haute Regional Airport	IN	Shaun Baker	sbaker@huf.com	812-877-3344	3500 TPH
Jul-18	Yakima Air Terminal	WA	Rob Peterson	rob.peterson@yakimaairterminal.com	509-833-0898	7500 TPH
Jul-18	Central Wisconsin Airport	WI	Mark Cihlar	mchihlar@fly-cwa.org	715-781-7208	7500 TPH
Sep-18	Northern Maine Regional Airport	ME	Scott Wardell	swardwell@presqueisleme.us	207-764-2551	7500 TPH, 20' front broom, 20' FOD Box
Dec-18	BWI Airport	MD	Shawn Powell	spowell2@bwiairport.com	443-995-8468	7500 TPH
Dec-18	Trenton Mercer Airport	NJ	Gene Pucci	gpucci@mercercounty.org	609-847-2720	7500 TPH, Aux Eng 800HP, 20' front broom
Feb-19	La Crosse Regional Airport	WI	Jason Gillett	gillettj@lscairport.com	608-780-4087	7500 TPH, 18' front broom



MB1 Conventional Chassis All Wheel Drive



a brand of aebi schmidt

Date Delivered	Customer	State	Name	email	phone	Comments
Feb-11	Great Falls Int'l Airport	MT	Rod Hall	rod@flygtf.com	406-727-3404	20' TLOWV, 22' plow F-HF, Trip, Under Body Scraper, Dump Body 10'
Apr-12	Jamestown Regional	ND	Sam Seafeldt	jmsairport@daktel.com	701-252-6466	AWS, 18 ft front mt dedicated broom w/ air blast, ballast
Oct-12	Dallas Love Field	TX	Tim Smith	timothy.smith3@dallascityhall.com	214-670-6174	AWS, 22' plow F-HF, Trip, Under Body Scraper, Dump Body 10'
Oct-12	Dallas Love Field	TX	Tim Smith	timothy.smith3@dallascityhall.com	214-670-6174	AWS, 22' plow F-HF, Trip, Under Body Scraper, Dump Body 10'
Oct-12	Dallas Love Field	TX	Tim Smith	timothy.smith3@dallascityhall.com	214-670-6174	AWS, 22' plow F-HF, Trip, Under Body Scraper, Dump Body 10'
Oct-12	Dallas Love Field	TX	Tim Smith	timothy.smith3@dallascityhall.com	214-670-6174	AWS, 22' plow F-HF, Trip, Under Body Scraper, Dump Body 10'
Jan-13	SEATAC Int'l Airport	WA	Benny Austin	austin.b@portseattle.org	206-248-6884	5th wheel, 22 ft front plow; 20 ft tow broom
Jan-13	SEATAC Int'l Airport	WA	Benny Austin	austin.b@portseattle.org	206-248-6884	5th wheel, 22 ft front plow; 20 ft tow broom
Jan-13	SEATAC Int'l Airport	WA	Benny Austin	austin.b@portseattle.org	206-248-6884	5th wheel, 22 ft front plow; 20 ft tow broom
Jan-13	SEATAC Int'l Airport	WA	Benny Austin	austin.b@portseattle.org	206-248-6884	5th wheel, 22 ft front plow; 20 ft tow broom



MB1 Conventional Chassis All Wheel Drive



a brand of aebe schmidt

Feb-13	Spokane Int'l Airport	WA	Ryan Sheehan	rsheehan@spokaneairports.net	509-455-6418	24' front plow-F-HF trip, Epoke Spreader
Feb-13	Spokane Int'l Airport	WA	Ryan Sheehan	rsheehan@spokaneairports.net	509-455-6418	24' front plow-F-HF trip; Epoke Spreader
Feb-13	Los Alamos Airport	NM	David Ploeger	david.ploeger@lacnm.us	505-662-8420	22' front plow-F-HF-Rubber, dump body 10'
Mar-13	Lambert St Louis	MO	Mike Bernich	mabernich@flystl.org	314-426-8062	6 x 6, dry material spreader; 14 ft front plow
Dec-13	Cordova Municipal Airport	AK	Robert Mattson	robert.mattson@alaska.gov	907-424-3202	AWS 6x6; 14 ft front plow; 12 ft UB; Material spreader with
Oct-14	Oakland County Int'l	MI	Gordon Marshall	marshallg@oakgov.com	248-721-0109	AWS, 22' front plow-F-HF, dump body 10', spreader, under body
Jan-15	Grand Coulee Dam	WA	Bob Babler	bobndian@gmail.com	509-633-3018	14' front plow-f-HF Joma, Dump Body 10'
Jan-15	Lansing Capital City	MI	Kevin Miller	kmiller@craa.com	517-886-3725	AWS, 18' front plow-F-HF, steel, dump body 11', under body
Mar-15	Sloulin Field Int'l Airport	ND	Steve Kjergaard	skjergaard@ci.williston.nd.us	701-774-8594	AWS 4x4, 24 ft front plow; dump and material spreader
Jun-15	Truckee Tahoe Airport	CA	Phred Stoner	phred@fly2trk.com	530-587-8993	AWS 4x4; 14 Ft front plow, 12 ft wing; dump body
Aug-15	Sloulin Field Int'l Airport	ND	Steve Kjergaard	skjergaard@ci.williston.nd.us	701-774-8594	AWS 6x6 24 ft front plow; Material spreader with prewet
Dec-15	Pullman Moscow Regional	WA	Tony Bean	tony.bean@pullman-wa.gov	509-338-3223	AWS, 24' front plow-F-HF, tungsten carbide, spreader 8'



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May-16	Birmingham Int'l Airport	AL	Tom Wesley	twesley@flybirmingham.com	205-639-9577	AWS, 22' front plow-F-HF, ploy, 22' TLOWV, dump bpdy 11'
Sep-16	Missoula Int'l Airport	MT	Nate Cole	ncole@flymissoula.com	406-532-8654	21' cupping ramp plow, Joma, dump body 11'
Oct-16	Bozeman Yellowstone Int'l	MT	Chuck Rasnick	chuck.rasnick@bozemanairport.com	406-388-6632	AWS, 14' front plow-F-H, carbide, spreader 11'
Nov-16	Huntsville-Madison Co Airport	AL	Eric Cates	ECates@hsvairport.org	256-258-1963	AWS, 18' front plow-F-HF, rubber, 16' TLOWV, dump body 11'
Nov-16	Huntsville-Madison Co Airport	AL	Eric Cates	ECates@hsvairport.org	256-258-1963	AWS, 18' front plow-F-HF, rubber, 16' TLOWV, dump body 11'
Apr-17	McCall Municipal Airport	ID	Jay Scherer	jscherer@mccall.id.us	208-634-1488	AWS 6x6, 20' front plow-F-HF, Joma, dump body 14'
Mar-17	Shenandoah Valley Airport	VA	Greg Campbell	gcampbell@flyshd.com	540-234-8304	AWS, 20' front plow-F-HF, poly, 18' TTB, dump body 11'
Apr-17	Shenandoah Valley Airport	VA	Greg Campbell	gcampbell@flyshd.com	540-234-8304	AWS, 20' front plow-F-HF, poly, 18' TTB, dump body 11'
Feb-17	SEATAC Int'l Airport	WA	Benny Austin	austin.b@portseattle.org	206-248-6884	5th wheel, 22 ft front plow; 20 ft tow broom
Feb-17	SEATAC Int'l Airport	WA	Benny Austin	austin.b@portseattle.org	206-248-6884	5th wheel, 22 ft front plow; 20 ft tow broom
Feb-17	SEATAC Int'l Airport	WA	Benny Austin	austin.b@portseattle.org	206-248-6884	5th wheel, 22 ft front plow; 20 ft tow broom
Mar-17	SEATAC Int'l Airport	WA	Benny Austin	austin.b@portseattle.org	206-248-6884	5th wheel, 22 ft front plow; 20 ft tow broom



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Mar-17	SEATAC Int'l Airport	WA	Benny Austin	austin.b@portseattle.org	206-248-6884	5th wheel, 22 ft front plow; 20 ft tow broom
Nov-17	Ogden-Hinckley Airport	UT	Jon Griener	jongreiner@ogdencity.com	801-663-3660	22 ft front plow; 20 ft ttoww broom
Jan-18	FT Techno of America, Inc.	MI	Jeff LeVanseler	jima@ahquipment.com	734-679-6859	20' front broom (FMDC)
Jan-18	Fergus Falls	MN	Bob Hanson	bob.hansen@ci.fergus-falls.mn.us	218-332-5880	H2000, 24' front plow
Jan-18	Pangborn Municipal Airport	WA	Ron Russ	ron@flyeat.org	509-670-8038	AWS, 20' front plow-F-D, poly
Feb-18	Norfolk International Airport	VA	Everett M. Stieff	estieff@norfolkairport.com	757-647-2298	AWS 4x4, 22' front plow-F-HF, poly, spreader
Feb-18	Norfolk International Airport	VA	Everett M. Stieff	estieff@norfolkairport.com	757-647-2298	AWS 4x4, 22' front plow-F-HF, poly, spreader
Feb-18	Norfolk International Airport	VA	Everett M. Stieff	estieff@norfolkairport.com	757-647-2298	AWS 4x4, 22' front plow-F-HF, poly, spreader
Jun-18	Gerald R. Ford International Airport	MI	Keith Brock	kbrock@grr.org	616-233-6080	AWS, 16' front plow-F-HF, poly, dump body 10', under body
Aug-18	Rhineland-Oneida County Airport	WI	Joseph Brauer	jbrauer@fly-rhi.org	715-365-3418	AWS, 16' front plow-F-HF, poly, Spreader 15', under body
Feb-19	Westchester County	NY	John Starace	iss0@westchester.gov	914-995-8226	AWS 6x6, 18' front plow-F-HF, JOMA, dump body 14'
Jul-19	Minot International Airport	ND				AWS 6 x6, Integration, Spreader
TBD	Watertown Int'l Airport	NY	Grant Sussey	gsussey@co.jefferson.ny.us	315-786-6002	AWS 4x4, 22' front plow-F-HF, poly, spreader, underbody scraper
TBD	Watertown Int'l Airport	NY	Grant Sussey	gsussey@co.jefferson.ny.us	315-786-6002	AWS 4x4, 22' front plow-F-HF, poly, spreader



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TBD	Roanoke Regional Airport	VA			AWS 4x4, 20' TTOWV, Dump Body
TBD	Mason City Municipal Airport	IA			AWS 4x4, 14' front plow-F-D, Carbide, spreader

**WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
M-B COMPANIES, INC.**

THE UNDERSIGNED, being all the members of the board of directors (the "Board") of **M-B Companies, Inc.**, a Wisconsin corporation (the "Corporation"), acting without a meeting pursuant to Section 180.0821 of the Business Corporation Law of the State of Wisconsin, as amended, hereby adopt, by this written consent (this "Written Consent"), the following resolutions with the same force and effect as if they had been adopted at a duly convened meeting of the Board and direct that this Written Consent be filed with the minutes of the proceedings of the Corporation:

WHEREAS, the Board deems it advisable and in the best interests of the Corporation that the Board adopts the resolutions set forth below.

NOW, THEREFORE, BE IT,

I. Removal, Resignation and Election of Officers

RESOLVED, that the resignation of Thomas Schenkirsch as Chief Financial Officer of the Corporation, effective as of June 3, 2019, pursuant to the resignation letter attached hereto as Exhibit A, be, and it hereby is, acknowledged by the Board; and it is further

RESOLVED, that the removal of Scott A. Morris as Assistant Secretary of the Corporation, effective as of June 3, 2019 be, and it hereby is, approved and authorized by the Board; and it is further

RESOLVED, that the following individuals be, and each of them hereby is, elected/re-elected to the offices set forth below opposite his/her respective name, each to hold office until his/her successor shall have been duly elected and qualified, or until his/her earlier resignation or removal:

Name	Title
Barend Fruithof	Chairman of the Board
Thomas Schenkirsch	Vice Chairman of the Board
Jochen Schneider	Chief Executive Officer and President
Szymon Orłowski	Chief Financial Officer
Susan A. Torrison	Senior Vice President and Treasurer
Daniel A. Wuersch	Secretary
Connie J. Loose	Assistant Secretary
James G. Hartjes	Assistant Secretary
Douglas H. Blada	Assistant Secretary
Stephen D. Mueller	Assistant Secretary
Marcus M Anicelli	Assistant Secretary
Elizabeth J. Fry	Assistant Secretary;

and it is further

II. Limited Authority of Assistant Secretaries

RESOLVED, that each of the individual appointed as Assistant Secretary in the foregoing resolution shall have limited authority to facilitate the Corporation's execution and delivery of legal instruments in connection with bids for public customer contracts (the "Public Customer Bids"), such instruments include bid documents for public tenders, bid bonds, performance bonds, payment bonds and, in the event of a successful bid, contracts of sale and service (the "Bid Instruments"), and vehicle certificates of origin; and it is further

RESOLVED, that the appointments set forth in this Written Consent shall supersede the Assistant Secretary appointments set forth in the written consent of the Corporation, dated January 17, 2019; and it is further


III. General Authorization

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and directed, in the name and on behalf of the Corporation, under its corporate seal, or otherwise, to execute and deliver, submit and file any and all resolutions, forms, instruments, certificates and other documents, and to do any and all other acts and things that each of them shall deem necessary, desirable or appropriate in order to carry out the intent and accomplish the purposes of the foregoing resolutions; and it is further

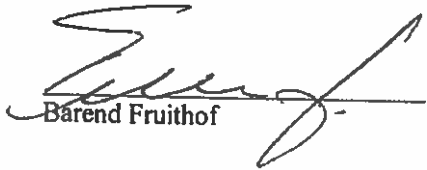
RESOLVED, that this Written Consent may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this written consent as of
June 3, 2019.



Thomas Schenkirsch



Barend Fruithof

M-B Companies Airport Maintenance Products Capabilities

M-B Companies has been in business since 1907. M-B is a privately held company with four manufacturing facilities in the US and a remote service facility in Alaska. A complete history can be accessed on our web site at: www.m-bco.com.

The M-B Airport Maintenance Products manufacturing facility is located in Chilton, WI approximately 40 miles south of Green Bay. The main plant was built in 1974 and has 45,000 square feet devoted to fabrication and assembly. An 11,250 square foot cold storage facility was added in 2007. Both facilities are situated on 20 acres of land. All aspects of manufacturing are completed in house. Raw steel flows into the fabrication end of the main building and operational completed specialized vehicles and equipment roll out the assembly end.



Photo of the M-B Chilton plant

M-B has successfully filled many large and small orders of snow removal equipment for all sizes of airports around the world. M-B boasts a full line of airport maintenance equipment with only a small reliance on outside OEM supplier support. M-B offers six models of heavy duty truck chassis featuring blowers, plows, brooms (tow behind and truck mounted), sanders, spreaders, deicers, multipurpose and multi-tasking configurations to satisfy your snow removal needs.

Our experienced engineering staff is housed in the same building as manufacturing and can quickly address any needed changes. They work hand in hand with our assembly and fabrication work centers to assure that the best quality product is delivered to you. A sample location and listing of our deliveries can be found on our web site or can be sent to you upon request.

Enclosed is a list of our key personnel indicating years of industry experience. All M-B employees are available to serve your needs and achieve our main goal – your satisfaction with M-B equipment.

Due to the nature of your business, we realize your equipment is time critical. We will respond to your needs with a sense of urgency second to none. Our goal is to stock most critical parts during snow season. We have procedures in place to ship counter to counter next day when necessary.

M-B maintains a crew of dedicated factory trained field service technicians available for deployment to your airport when needed, usually within 24 hours. Our technicians conduct all deliveries and training on the new equipment. We provide operator training and different levels of technician training as needed to provide optimum performance of your equipment throughout its service life cycle.

M-B has been designing, building, and servicing quality specialty snow removal equipment for many years. M-B will continue to grow as our products continue to prove themselves and penetrate world airports, and we receive many repeat sales orders from our satisfied customers. It takes experience and dedication to provide reliable, high performing equipment with a proven track record for over 100 years. M-B..... "Leadership Through Listening"

Key Personnel Airport Maintenance Products

Doug Blada (31 years of industry experience)
Business Unit Director
Direct Line: 920-898-1005 | Fax: 920-849-2629
dblada@m-bco.com

Steve Mueller (33 years of industry experience)
Technical Sales Manager
Direct Line: 920-898-1077 | Fax: 920-849-2629
steve.mueller@m-bco.com

Scott Scharinger (31 years of industry experience)
Western Region Sales and Service Manager
Cell: 920-242-4134 | Fax: 920-849-2629
scott.scharinger@m-bco.com

Alan Luke (31 years of industry experience)
Eastern Region and Federal Government Sales Manager
Cell: 804-306-5550 | Fax: 920-849-2629
alan.luke@m-bco.com

Aaron Schulz (20 years of industry experience)
Product Support/Parts Manager
Direct Line: 920-898-1022 | Fax: 920-849-2629
aaron.schulz@m-bco.com

Ernie Thorp (12 years of industry experience)
Aftermarket Service & Training Manager
Cell: 920-522-2094 | Fax: 920-849-2629
ethorp@m-bco.com

Dean Grantz (7 years of industry experience)
Field Service Technician
Cell: 920-522-3347 | Fax: 920-849-2629
dgrantz@m-bco.com

Spencer Martin (5 years of industry experience)
Field Service Technician (Alaska)
Cell: 907-707-8325
smartin@m-bco.com

Mike Marshall (35 years of industry experience)
Field Service Technician
Cell: 920-268-3115 | Fax: 920-849-2629
mmarshall@m-bco.com

Scott Shook (10 years of industry experience)
Field Service Technician
Cell: 920-483-0288 | Fax: 920-849-2629
sshook@m-bco.com

Lucas Shook
Field Service Technician
Cell: 920-522-3224 | Fax: 920-849-2629
lshook@m-bco.com

(3 years of industry experience)

Sam Mallman
Field Service Technician
Cell: 920-522-3660 | Fax: 920-849-2629
smallman@m-bco.com

(3 years of industry experience)

Bill Hecker
Technical Sales Coordinator
Direct Line: 920-898-1018 | Fax: 920-849-2629
bhecker@m-bco.com

(37 years of industry experience)

James L. Steiner
Chief Engineer
Direct Line: 920-898-1029 | Fax: 920-849-2629 |
Cell: 920-254-9582
jim.steiner@m-bco.com

(28 years of industry experience)

Brian Rasmussen
Engineering Manager
Direct Line: 920-898-1042 | Fax: 920-849-2629 | Cell: 920-254-9581
brian.rasmussen@m-bco.com

(16 years of industry experience)

Chris Wallander
Assembly Supervisor
Direct Line: 920-570-6536 | Cell: 920-483-0141
cwallander@m-bco.com

(22 years of Assembly experience)

David Woelfel
Quality Manager
Direct Line: 920-898-1095 | Fax: 920-849-2629
david.woelfel@m-bco.com

(29 years of Quality experience)