

# **Commonwealth Ports Authority (CPA) CNMI Government**

## **REQUEST FOR PROPOSALS**

**AIP PROJECT NO. 3-69-0002-110-2026**

**SUBMISSION DATE: NOVEMBER 20, 2026: 4:00 P.M.**

**"PROCUREMENT & DELIVERY OF ONE (1) BRAND-NEW 2026 AMBULIFT TO THE FRANCISCO C.  
ADA/SAIPAN INTERNATIONAL AIRPORT"**

THE PROPOSAL PACKAGE IS AVAILABLE FOR PICK UP AT THE COMMONWEALTH PORTS AUTHORITY (CPA) ACCOUNTING OFFICE, 2<sup>ND</sup> FLOOR, DEPARTURE BUILDING, SAIPAN INTERNATIONAL AIRPORT BEGINNING OCTOBER 16, 2026. AN ADMINISTRATIVE FEE OF \$100.00 SHALL BE PAID TO CPA BEFORE A BIDDER MAY OBTAIN THE PROPOSAL PACKAGE. PAYMENTS SHALL BE IN CASH, CASHIER'S CHECK, OR CREDIT CARD.

PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARD COPY AND TWO (2) DUPLICATE HARD COPIES, AND ONE (1) DIGITAL COPY (PDF FORMAT ON A SECURE USB DRIVE) IN A SEALED ENVELOPE AND MARKED "PROCUREMENT & DELIVERY OF ONE (1) BRAND-NEW 2026 AMBULIFT TO THE FRANCISCO C. ADA/SAIPAN INTERNATIONAL AIRPORT (AIP PROJECT NO. 3-69-0002-110-2026)" TO THE OFFICE OF THE EXECUTIVE DIRECTOR, 2<sup>ND</sup> FLOOR, ARRIVAL BUILDING, SAIPAN INTERNATIONAL AIRPORT ON OR BEFORE 4:00 P.M., NOVEMBER 20, 2026. BIDDERS SHALL TAKE INTO CONSIDERATIONS ALL CHARGES ASSOCIATED WITH THIS PROCUREMENT BEFORE FINALIZING ITS BID PRICE.

**THE PROVISIONS OF THE CPA PROCUREMENT REGULATIONS, NMIAC SECTION §40-50-1020 AND 1025 PROHIBITING GRATUITIES, KICKBACKS AND CONTINGENT FEES SHALL APPLY.**

THE CPA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR PROPOSALS, AND WAIVE IMMATERIAL DEFECTS IF TO DO SO WOULD BE IN THE BEST INTEREST OF CPA.

  
**ESTHER S. ADA**  
EXECUTIVE DIRECTOR

DATE: 10/14/2024



## COMMONWEALTH PORTS AUTHORITY



### PROCUREMENT AND DELIVERY OF ONE (1) BRAND-NEW 2026 AMBULIFT TO THE FRANCISCO C. ADA/ SAIPAN INTERNATIONAL AIRPORT AIP PROJECT NO. 3-69-0002-110-2026

#### **RFP Schedule**

The schedule of events is listed below. CPA reserves the right to modify the schedule at its sole discretion.

| Activity                             | Date                          |
|--------------------------------------|-------------------------------|
| RFP Issue Date                       | October 16, 2026              |
| Pre-proposal Conference              | November 4, 2026 (10:00 a.m.) |
| Deadline to Submit Written Questions | November 13, 2026             |
| Deadline to Submit Proposals         | November 20, 2026 (4:00 p.m.) |

## SECTION I. REQUEST FOR PROPOSAL & PROJECT OVERVIEW

The Commonwealth Ports Authority (CPA) is seeking competitive, sealed proposals from qualified manufacturers or authorized distributors for the **Procurement and Delivery of One (1) Brand New 2026 Ambulift** for the Francisco C. Ada/Saipan International Airport.

This procurement utilizes a split-funding mechanism to comply with federal regulations:

- **Base Bid (FAA AIP Funded):** The core acquisition of the vehicle and its mandatory operational airfield infrastructure.
- **Add-On Alternate Bid (CPA Locally Funded):** A mandatory, comprehensive on-site critical spare parts kit to ensure lifecycle resiliency in an isolated island environment.

## SECTION II: GENERAL TERMS AND SPECIAL PROVISIONS (FAA COMPLIANT)

### A. Submission Deadline

Sealed proposals must be delivered to CPA Main Administration Office no later than **November 20, 2026, at 4:00 PM CHST** (Chamorro Standard Time). Late submissions will not be accepted, opened, or considered under any circumstances.

### B. Project Delivery Lead Time

The selected Contractor must complete the manufacturing, ocean transit, customs clearance, on-site setup, and final delivery of the vehicle and spare parts kit to the Saipan International Airport within **180 calendar days** from the issuance of the formal Notice to Proceed (NTP).

### C. Full and Open Competition (2 CFR § 200.319)

In compliance with federal procurement standards, bids will be accepted for vehicles powered by conventional internal combustion (diesel/gasoline), electric (battery EV), hybrid, or alternative fuel propulsion systems. No responsive bid will be disqualified or restricted solely based on its method of propulsion.

### D. Mandatory Infrastructure & Alternative Fuel Resiliency

Bidders proposing electric, hybrid, or alternative fuel vehicles **must** include the following items within their **Base Bid** pricing. Failure to address these operational components will render the proposal non-responsive:

- **Infrastructure Work:** The complete design, supply, and installation of all necessary supporting fueling or charging infrastructure (e.g., outdoor-rated, typhoon-resilient Level 2 or DC Fast Charging stations, grid integration, and electrical work at the airport site).

- **Maintenance Schedules:** A detailed multi-year preventative maintenance program tailored directly to the specific mechanical and chemical realities of the vehicle's powertrain (including high-voltage safety and battery diagnostics).
- **Emergency Power Outage Support:** A comprehensive "Outage Resiliency Plan" guaranteeing 100% vehicle operational availability during utility grid failures. Bidders must bundle the vehicle with an auxiliary backup system (e.g., integrated generator or solar-plus-storage micro-inverter) capable of recharging or operating the unit independently of the main airport grid.

**E. Buy American Preference (49 U.S.C. § 50101)**

Bidders certify that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, 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.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. CPA will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

Should it be determined that a waiver is necessary, waiver requests shall be submitted by the **prime contractor only**.

**The Department of Transportation (DOT) is finalizing a general applicability public interest waiver of the requirements of section 70914(a) of the Build America, Buy America Act (BABA) and related domestic preference statutes administered by DOT and its Operating Administrations (OAs) for**

federal financial assistance awarded for infrastructure projects located in the Commonwealth of Northern Mariana Islands (CNMI), Guam, and American Samoa, collectively referred to as the Pacific Island territories. The waiver would also apply to discretionary grant assistance provided by DOT to the Freely Associated States (the Republic of Palau, Republic of the Marshall Islands, and Federated States of Micronesia) in the Pacific that is subject to a domestic preference statute (which does not include BABA, as that statute only applies to the United States and its territories). The waiver will remain in effect for five years after the effective date of the final waiver. This action also terminates the previously issued temporary general applicability waiver for this region.

Note that although there is a current waiver in effect for the CNMI, the waiver form still needs to be completed and submitted to CPA for coordination with FAA. Complete the attached FAA Forms 5100-136 and 5100-137 as provided in Appendix A.

**F. Liquidated Damages**

Time is of the essence. CPA will assess liquidated damages against the contractor in the amount of **Five Hundred Dollars (\$500.00) per calendar day** without an approved excuse, for:

1. **Delayed Delivery:** Each day the fully functional Ambulift remains undelivered beyond the **180-day** performance period.
2. **Resiliency Outage Failure:** Each day that an alternative propulsion system remains non-operational or unchargeable due to a failure of the Contractor's mandatory Emergency Outage Support system.

**SECTION III: DETAILED SCOPE OF WORK & BID STRUCTURE**

**A. BASE BID: 2026 Ambulift Vehicle & Core Specifications (FAA AIP Eligible)**

The Base Bid price shall strictly encompass the procurement, transport, delivery, and training of the vehicle and standard commercial warranty. The 2026 Ambulift must meet or exceed the following physical and operational criteria:

- **Condition:** Brand new, unused 2026 production model.
- **Passenger Capacity:** Minimum of six (6) sitting passengers, OR two (2) stationary wheelchairs plus two (2) sitting passengers, plus two (2) operators.
- **Lifting Height Range:** Minimum sill height capability of **90 inches** up to a maximum lifting height of **220 inches** (compatible with commercial narrow-body and wide-body aircraft up to B777 / A350 main doors).
- **Payload Capacity:** Minimum lifting capacity of **4,500 lbs. (2,041 kg)**.

- **Climate Proofing:** Marine-grade polyurethane paint finish, zinc-plated or stainless-steel hydraulic fittings, and fully sealed electrical enclosures (IP66 minimum) to prevent tropical salt-air corrosion.
- **Safety Interlocks:** Automated proximity sensors, wind-speed auto-retract indicators (rated for operation up to 40-knot winds), manual emergency lowering valves, and cabin-to-driver intercom systems.

**B. ADD-ON ALTERNATE BID: Required On-Site Critical Spare Parts Kit (CPA Locally Funded)**

Bidders **must** provide a separate, lump-sum price to deliver a comprehensive, on-site critical spare parts kit. In accordance with FAA policy, this kit is **not AIP eligible** and will be funded entirely by local CPA funds.

To streamline logistics, this kit **must be shipped directly inside or alongside the Ambulift** on the same bill of lading within the **180-day** delivery window. It must include, at a minimum:

- **Hydraulic System Components:** Replacement lift cylinders, primary hydraulic hoses, high-pressure seals, fittings, and a replacement master hydraulic pump.
- **Electrical & Safety Sensors:** Proximity sensors, limit switches, backup alarms, emergency stop buttons, and main relay switches.
- **Alternative Propulsion Maintenance Items:** Specialized fuses, high-voltage isolators, drive belts, and diagnostic system patch cables (if applicable).
- **High-Wear Mechanical Parts:** Replacement guide rollers, door seals, window tracks, and brake pads.
- **Diagnostics:** One (1) ruggedized diagnostic laptop/tool pre-loaded with proprietary software required to read system fault codes.

## SECTION IV: OFFICIAL BID FORM (SCHEDULE OF PRICES)

*Bidders must fill out this form completely. Failure to separate the Base Bid from the Alternate Bid will result in automatic disqualification of the proposal.*

| Item | Description                                                                                                            | Funding Source        | Total Price (USD) |
|------|------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------|
| 1.0  | <b>BASE BID:</b> One (1) Brand New 2026 Ambulift (including delivery, and training to Saipan within 180 days, standard | <b>FAA AIP Funded</b> | \$ _____          |

warranty, and all alternative propulsion infrastructure/outage support systems if applicable).

|                                                                                                                              |                                                        |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>2.0 ADD-ON ALTERNATE BID:</b> Complete Required On-Site Critical Spare Parts Kit (shipped concurrently with the vehicle). | <b>CPA</b><br><b>Locally</b> \$ _____<br><b>Funded</b> |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|

|                                                          |                                         |
|----------------------------------------------------------|-----------------------------------------|
| <b>TOTAL COMBINED PROJECT COST</b><br>(Base + Alternate) | <b>Mixed</b><br><b>Funding</b> \$ _____ |
|----------------------------------------------------------|-----------------------------------------|

**Bidder Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## SECTION V: MINIMUM STANDARD QUALIFICATIONS FOR BIDDERS

Bidders must meet the following minimum criteria and provide documented proof of these qualifications at the time of bid submission.

### A. Bidder Experience and Track Record

1. The bidder shall provide their experience on related projects.
2. Bidders must submit a reference list including airport names, contact persons, and dates of delivery of similar equipment

### B. Regulatory and Safety Compliance

1. **Manufacturing Standards:** The manufacturer's production facility must be **ISO 9001 certified** (or equivalent quality management standard).
2. **Safety Compliance:** The proposed Ambulift unit must fully comply with all applicable **U.S. Department of Transportation (DOT)** directives, **Federal Aviation Administration (FAA)** Advisory Circulars for ground support equipment, and **Occupational Safety and Health Administration (OSHA)** safety mandates regarding stable high-lift platform operations.

### C. Technical Support and Warranty Execution

1. The bidder shall provide "certified" or partnered vendors for repair services and maintenance.

2. **Warranty Response Mandates:** The bidder must guarantee in writing that a certified technician can be deployed to the Saipan International Airport within **forty-eight (48) hours** of a critical system failure notice during the warranty period.
3. **Proprietary Software Access:** The bidder must include all necessary engine and hydraulic diagnostic software, interface modules, and electronic service keys to allow CPA heavy equipment mechanics to perform baseline troubleshooting on-site without requiring proprietary vendor dispatch.

#### **D. Financial and Bonding Capacity**

1. **Financial Stability:** Bidders must provide audited financial statements for the past two (2) fiscal years demonstrating sufficient working capital to execute the manufacturing and shipping logistics without project delays.
2. **Bonds:** The selected vendor must be capable of securing a **100% Performance and Payment Bonds** from a surety company licensed to do business in the Commonwealth of the Northern Mariana Islands (CNMI) and approved by CPA.

### **SECTION VI: TESTING, INSPECTION, AND FINAL ACCEPTANCE AND DELIVERY TRAINING**

Prior to final payment approval, the delivered Ambulift must undergo rigorous tarmac testing at Saipan International Airport under the supervision of CPA Airport Manager and Airport Operations:

1. **Functional Deployment Test:** Successful continuous operation of the hydraulic lift mechanism through ten (10) consecutive maximum-height lift and lower cycles under a simulated full-load capacity.
2. **Interlock Safety Validation:** Complete verification that all safety interlocks function perfectly (e.g., vehicle will not shift into drive while the cabin is raised; lift will not activate unless stabilizer jacks are fully deployed).
3. **Aircraft Interface Clearance:** On-site trial alignment alongside a designated airfield passenger gate to verify that the front platform bumper aligns securely and cleanly against commercial aircraft door sills without causing structural stress.

### **SECTION VII: PROPOSAL EVALUATION SCORING MATRIX**

The CPA Selection Committee will evaluate all responsive proposals based on a **100-Point Maximum Scale**. Awards will not be decided solely on the lowest price; technical compliance and long-term regional support are heavily prioritized.

1. **Technical Compliance & Vehicle Specifications** (Base Bid): 30 Points
2. **Emergency Outage Support & Power Resiliency Plan** (Base Bid): 25 Points

3. **Cost Proposal** (Evaluated across Base and Alternate structures): 25 Points
4. **Completeness & Quality of Critical Spare Parts Kit** (Alternate Bid): 10 Points
5. **Delivery Timeline & Lead Time Commitments** (Adherence to 180-day window): 10 Points

## **SECTION VIII: PROPOSAL INSTRUCTIONS AND DEADLINES**

### **A. Submission Method and Address**

Bidders must submit one (1) original hard copy, two (2) duplicate hard copies, and one (1) digital copy (PDF format on a secure USB drive) of their complete proposal.

The package must be sealed in an envelope or box clearly labeled:

**“PROCUREMENT AND DELIVERY OF ONE (1) BRAND-NEW 2026  
AMBULIFT TO THE FRANCISCO C. ADA/SAIPAN INTERNATIONAL  
AIRPORT AIP PROJECT NO. 3-69-0002-110-2026”**

and delivered to:

**The Office of the Executive Director  
2<sup>nd</sup> Floor, Arrival Building  
Francisco C. Ada/Saipan International Airport**

Packages must be delivered by hand, courier service, or mail and be received by CPA on or before the proposal submission deadline.

### **B. Deadlines and Timeline**

- RFP Issuance Date: **October 16, 2026**
- Deadline for Written Clarifications/Questions: **November 13, 2026**
- Proposal Submission **November 20, 2026 (4:00 p.m.)**
- Late Submissions: Any proposal received after the exact date and time specified will be rejected and returned to the bidder.

### **C. Questions**

All questions should be address in writing to Estrellita (Esther) S. Ada, Executive Director by fax at 234-5962 or email [esther.ada@cnmiports.com](mailto:esther.ada@cnmiports.com) with courtesy copies to [lmonkeya@cnmiports.com](mailto:lmonkeya@cnmiports.com) and [atudela@cnmiports.com](mailto:atudela@cnmiports.com). Any question that, in the opinion of CPA warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP package. CPA will not respond to questions received after **November 13, 2026**.

### **D. Pre-proposal Conference**

A pre-proposal conference will be held at the Francisco C. Ada/Saipan International Airport Conference Room located on the 2<sup>nd</sup> Floor of the Departure Terminal Building on **November 04, 2026** at 10:00 AM CHST. Vendors are requested to attend to share discussion on this important purchasing item.

## **SECTION IX: GENERAL CONDITIONS**

1. Regulatory: Vendors shall comply with all applicable federal, state, and local laws, rules and regulations, ordinances and codes and obtain permits required to provide the goods under this RFP.
2. Licensing: Vendors shall be licensed as required by the jurisdiction in which the service or goods are to be performed and the license shall be current and in good standing.
3. Liquidated Damage: For each day that performance under a resulting contract from this RFP is delayed beyond the time specified for project completion, the selected vendor shall be liable for liquidated damages in the amount of \$500.00 per day. Delays resulting from Acts of Gods or Force Majeure will be considered upon receipt of written justification of the delays from vendor.
4. Withdrawal of Proposals: Proposals may be withdrawn prior to proposal deadline by vendor submitting a written notice of proposal withdrawal to CPA. No proposals shall be withdrawn after the proposal deadline.
5. Disqualification of Proposers: Any one or more of the following shall be considered as sufficient for the disqualification of a prospective proposer and the rejection of its proposal:
  - A. Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as a proposer or proposers for any future work with CPA until such participant shall have been reinstated as a qualified bidder or proposer. The names of all participants in such collusion shall be reported to the appropriate government agency for debarment action.
  - B. More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).

## **SECTION X: NON-ASSIGNMENT OF CONTRACT OR ANY INTEREST THEREIN**

The resultant Agreement and any interest therein shall not be assigned or transferred by the contractor; provided that contractor with the express, prior written approval of CPA, may secure such sub-contractors that are necessary to carry out the work; and provided further that the contractor shall remain fully responsible and accountable at all times for the work and for complying with the terms and conditions of this Agreement.

## **SECTION XI: AUDIT BY PUBLIC AUDITOR**

The CNMI Public Auditor, pursuant to 1 CMC § 7845, the FAA, the Comptroller General of the United States, and CPA or their authorized representatives, shall have the right to examine, review, and inspect all books, data, papers and records of the contractor and all its sub-contractors which are directly pertinent to this contract for the purpose of making audits, examinations, and transcriptions during and after expiration of the services, and the same shall be made available to the Public Auditor for a period of three (3) years after final expiration of service

## **SECTION XII: GRATUITIES AND KICKBACK**

- (1) Gratuities. It shall be a breach of ethical standards and of this Agreement for any person to offer, give or agree to give any official or employee or former official or employee of CPA, the contractor, or any sub-contractor, or for any official or employee or former official or employee of CPA, the contractor, or any sub-contractors, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontractor or to any solicitation or proposal therefore.
- (2) Kickbacks. It shall be a breach of ethical standards and of this Agreement for any payment, gratuity or offer of employment to be made by or on behalf of CPA, the contractor or a sub-contractor under this Agreement.

## **SECTION XIII: PROHIBITION AGAINST CONTINGENT FEE**

- (1) Contingent fees. It shall be a breach of ethical standards and of this Agreement for a person to be retained by the Contractor or subcontractor, or for the Contractor or subcontractor to retain a person, to solicit or secure government contracts upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- (2) Representation of contractor. Every person, before being awarded a government contract, shall represent, in writing that such person has not retained anyone in violation of this section. Failure to do so constitutes a breach of ethical standards.

## **SECTION XIV: DEBARMENT AND SUSPENSION.**

Any breach of section 12 and 13 above shall be cause for debarment or suspension of Vendor or any sub-vendor or supplier, and may result in the suspension or termination of this Agreement or any sub-agreement.

## **SECTION XV: TERMINATION**

- (1) By CPA.

- (a) For Convenience. CPA may terminate this Agreement for its convenience at any time upon thirty (30) days written notice to Contractor. In that event Contractor shall be entitled to payment for all work satisfactorily completed under the Agreement, demobilization costs, if any, together with costs attributable to subcontractors, suppliers, leases, rentals, materials, and committed orders and other reasonable out of pocket costs.
  - (b) For Default. In the event Contractor (i) fails to comply with the terms and conditions of this Agreement, and such failure continues for a period in excess of twenty (20) days after written notice of such non-compliance is given by CPA to Contractor, or if not curable within that time Contractor is making diligent efforts, as determined by CPA, to comply with the Agreement, or (ii) Contractor becomes insolvent or there is either a voluntary or involuntary bankruptcy proceeding filed or receivership established against Contractor or any of its assets, or (iii) Contractor assigns any of its rights or duties other than in accordance with this Agreement, CPA may declare Contractor to be in default under this Agreement.
- (2) By Contractor. Contractor may terminate this Agreement in the event of a material breach by CPA of the terms and conditions of this Agreement. In that event, Contractor shall be entitled to such compensation as is provided in Section S (1) (a), above.
- (3) Effect of Termination. At the termination of this Agreement, pursuant to either of the provisions in this section, or by its expiration at the normal termination of this Agreement, Contractor shall have no further rights except as provided herein and shall quit and remove all personnel, tools, cleaning supplies and equipment. In addition, Contractor shall provide to CPA:
- (a) Accounting. A detailed final accounting of the work performed up to and including the date of termination with a detailed summary of the matters Contractor is obligated to provide.
  - (b) Documents. All documents, goods, materials and property owned by CPA in the possession of Contractor.

## **SECTION XVI: SUBCONTRACTING**

The proposer shall identify and/or list its subcontractors when submitting its proposal.

## **SECTION XVII: AWARD**

CPA may award, if to be awarded, within sixty days from RFP closing date to the responsible proposers whose proposals are determined in writing to be most advantageous to the CPA taking into consideration price and the evaluation factors set forth in this Request for Proposal and as applied in the evaluation plan.

## **SECTION XVIII: FUNDING**

This procurement project is funded in part by the **Federal Aviation Administration (FAA) Airport Terminal Program (ATP under the infrastructure Investment and Jobs Act (IIJA))**. Consequently, all procurement processes, contract awards, and equipment manufacturing must comply with strict Federal and Local laws.

### **SECTION XIX: DELIVERY TERMS (FOB SAIPAN)**

The selected Contractor is responsible for all logistics, including **Ocean Freight, Marine Insurance, Custom Clearances, and Port-to-Airport drayage**. Equipment shall be delivered fully assembled, serviced, and ready for immediate operation to:

**Commonwealth Ports Authority (CPA)  
Administration Office  
Francisco C. Ada/Saipan International Airport**

### **SECTION XX: WARRANTY, TRAINING, & CRITICAL SPARE PARTS**

- **Warranty:** Minimum 2-year or 2,000-hour comprehensive warranty covering parts, labor, and major components (chassis, hydraulic lift system, and electrical).
- **Training:** The vendor shall provide on-site, comprehensive operational and maintenance training for CPA ground handling and mechanical staff prior to final project sign-off.

### **SECTION XXI: SYSTEM FOR AWARD MANAGEMENT (SAM.gov)**

**SAM Registration Requirement:** Because federal funds are utilized, all offerors must possess an active registration in the federal [System for Award Management \(SAM.gov\)](https://sam.gov) at the time of proposal submission.

### **SECTION XXII: MANDATORY FAA FEDERAL CONTRACT PROVISIONS**

As this project is funded under the FAA Airport Improvement Program (AIP), the selected Vendor must comply with the federal clauses outlined in Appendix C. below. These provisions must be flowed down to any subcontracts.

### **SECTION XXIII: RESERVATION OF RIGHTS**

The Commonwealth Ports Authority reserves the right to reject any or all proposals submitted for: (a) any of the reasons set forth in this Request for Proposals; or (b) any of the reasons set forth in the CPA Procurement Rules and Regulations regarding bid rejections or cancellations; or (c) sufficient justification exists that awarding the project contract would not be in the best interest of CPA.

CPA further reserves the right to waive any defects in said proposals if in its sole opinion to do so would be in CPA's best interest.

**FOR THE COMMONWEALTH PORTS AUTHORITY**

A handwritten signature in black ink, appearing to read 'Estrellita S. Ada', written over a horizontal line.

**ESTRELLITA (ESTHER) S. ADA**  
**EXECUTIVE DIRECTOR**

## APPENDIX A: BUY AMERICAN COMPLIANCE AFFIDAVIT

*(Mandatory Submission – Failure to sign and return this form will result in the immediate rejection of the proposal as non-responsive.)*

The Proposer must complete either **Section I** or **Section II** below.

### SECTION I: CERTIFICATION OF COMPLIANCE

The Proposer hereby certifies that the 2026 Ambulift offered complies with 49 U.S.C. § 50101 and that all steel and manufactured components are produced 100% within the United States.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

### SECTION II: REQUEST FOR WAIVER (If not 100% US-made)

If the equipment contains foreign components, the Proposer certifies that it cannot comply with the 100% U.S. content requirement and requests an FAA Buy American Waiver based on the following reason(s) *(check all that apply)*:

- **Component Waiver:** The 2026 Ambulift is manufactured in the United States, and at least 60 percent of the cost of all components is produced in the United States. *(Attach itemized cost breakdown of components).*
- **Insufficient Quantity/Quality:** The equipment or required components are not produced in the United States in sufficient and reasonably available quantities or are not of a satisfactory quality.
- **Unreasonable Cost:** The inclusion of domestic material will increase the cost of the overall project by more than 25 percent.

Country of Final Assembly: \_\_\_\_\_

Percentage of U.S. Component Cost: \_\_\_\_\_%

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

## APPENDIX B: CERTIFICATION OF NON-SEGREGATED FACILITIES

*(Mandatory Civil Rights Submission – 41 CFR Part 60-1.8)*

The federally assisted contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments. The contractor further certifies that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means waiting rooms, work areas, restrooms, washrooms, restaurants, timeclocks, locker rooms, storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor further agrees that it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

Company Name: \_\_\_\_\_

SAM.gov Unique Entity ID (UEI): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

\_\_\_\_\_

## APPENDIX C: STANDARD FEDERAL CONTRACT CLAUSES AND REQUIREMENTS FOR CONTRACTS

The contractor shall incorporate applicable contract provisions in this and each contract funded under AIP as follows:

- 1) Contractor (including all subcontractors) to insert these contract provisions in each lower-tier contract (e.g., subcontract or sub-agreement);
- 2) Contractor (or subcontractor) to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services;
- 3) Prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider;
- 4) Contractor shall verify that any required local or State provision does not conflict with, or alter a Federal law or regulation.

The contractor's failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1) Withhold progress payments or final payment;
- 2) Terminate the contract for cause;
- 3) Take other action determined to be appropriate by the sponsor or the FAA.

**A. ACCESS TO RECORDS AND REPORT.** 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.

**B. 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.

**C. BUY AMERICAN PREFERENCE.**

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,<sup>1</sup> U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, 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.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

**Certification of Compliance with FAA Buy American Preference  
Construction Projects**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate

<sup>1</sup> Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced

*in the United States, including iron, steel, and manufactured products offered in the United States.*

binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

- c) 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
- d) 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:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for 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:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including

the timing of the research and conclusions reached on the availability of sources.

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products 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).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

**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

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**Certification of Compliance with FAA  
Buy American Preference – Equipment/Building Projects**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies 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, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) 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
  - d) 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:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
- b) To faithfully comply with providing U.S. domestic product.
- c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- d) 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 a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**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) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) 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).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) 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 (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

**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

- D. GENERAL CIVIL RIGHTS PROVISIONS.** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

- E. CIVIL RIGHTS – TITLE VI ASSURANCE.** The Commonwealth Ports Authority (CPA), 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 for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

The United States Secretary of Transportation has granted the Commonwealth of the Northern Mariana Islands an exemption from the requirements of the Department of Transportation's Minority Business Enterprise (MBE) regulation, which later became the Department of Transportation's Disadvantaged Business Enterprise program, as it relates to FAA grant programs. The Secretary of Transportation has not determined that a portion of those requirements should be reinstated.

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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 (42 U.S.C. § 12101, *et seq.*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).

#### **Nondiscrimination Requirements/Title VI Clauses for Compliance**

##### **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:

- a) **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.
- b) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability 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 including amendments thereto.

- c) **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.
- d) **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.
- e) **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.
- f) **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.

**F. CLEAN AIR AND WATER POLLUTION CONTROL.** Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

**G. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

a) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

c) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

d) Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**H. COPELAND "ANTI-KICKBACK" ACT.** Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

**I. DAVIS-BACON REQUIREMENTS.**

**a) Minimum Wages.**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the

Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b) Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## c) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and

social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

- d) Apprentices and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of

probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that

provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- e) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- f) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.
- g) Contract Termination: Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.
- h) Compliance with Davis-Bacon and Related Act Requirements.  
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- i) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j) Certification of Eligibility.
  - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
  - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal

Code, 18 USC § 1001.

- J. DEBARMENT AND SUSPENSION.** This requirement applies to *covered transactions*, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include this and any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

**Certification Of Offeror/Bidder Regarding Debarment.**

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

**Certification Of Lower Tier Contractors Regarding Debarment**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm 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:

- a) Checking the System for Award Management at website: <http://www.sam.gov>.
- b) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
- c) 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.

- K. DISADVANTAGED BUSINESS ENTERPRISE.** 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 responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- a) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- b) A description of the work that each DBE firm will perform;
- c) The dollar amount of the participation of each DBE firm listed under (1);
- d) 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.
- e) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- f) 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 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the CPA 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.

**Prompt Payment (49 CFR § 26.29):** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 calendar days from the receipt of each payment the prime contractor receives from CPA. The prime contractor agrees further to return retainage payments to each subcontractor within 30 calendar 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 CPA. This clause applies to both DBE and non-DBE subcontractors.

**Termination of DBE Subcontracts (49 CFR § 26.53(f)):** The prime contractor must not terminate a DBE subcontractor (or an approved substitute DBE firm) without prior written consent of CPA. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent CPA. Unless CPA consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if CPA agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to CPA its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to CPA, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why CPA should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), CPA may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

- L. **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 \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

- M. **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS.**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

- N. **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, 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.

- O. **TRADE RESTRICTION CERTIFICATION.** By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –
- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
  - b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
  - c) 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 § 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:

- a) 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
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- c) 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.

**P. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.** The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a) 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.
- b) 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.

- c) 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 31 U.S.C. § 1352. 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.

- Q. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. 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 (29 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.

- R. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

- S. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS).** The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

- T. 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:

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

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

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

Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

- V. SEISMIC SAFETY.** The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

- W. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS.** The Contractor must complete the following two certification statements. The Contractor 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**

- a) The applicant represents that it is ( ) is not ( ) a corporation 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.
- b) The applicant represents that it is ( ) 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 twenty-four (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 USC § 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.

**TERMINATION OF CONTRACT**

**Termination for Convenience.**

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

- a) Contractor must immediately discontinue work as specified in the written notice.
- b) Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- c) Discontinue orders for materials and services except as directed by the written notice.
- d) 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.
- e) Complete performance of the work not terminated by the notice.
- f) Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) Documented expenses sustained prior to the effective date of termination in

- performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
  - d) Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

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

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

#### **Termination For Cause.**

**Default and termination of contract.** The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the

opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

**Termination for national emergencies.**

The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

- X. **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 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

\*\*\*END OF DOCUMENT\*\*\*