

**VIRGIN ISLANDS PORT AUTHORITY  
PROCUREMENT OF TWO (2) REGENERATIVE AIR TYPE  
STREET SWEEPERS, TRUCK MOUNTED**

**ST. THOMAS and ST. CROIX, UNITED STATES VIRGIN ISLANDS**

**TO CONTRACTORS:** Sealed bids, entitled **PROCUREMENT OF TWO (2) REGENERATIVE AIR TYPE STREET SWEEPERS, TRUCK MOUNTED, ST. THOMAS AND ST. CROIX, UNITED STATES VIRGIN ISLANDS**, will be received by the Virgin Islands Port Authority, in the Public Conference Room of the Henry E. Rolsen Airport, St. Croix, U.S. Virgin Islands, until **1:00 P.M., Friday, June 8, 2018**. Bids will be publicly opened and read aloud. All interested parties are invited to attend. Disadvantaged Business Enterprise (7% DBE participation goal), EEO and USDL Minimum Wage Rate provisions shall apply to this purchase. Bid packages are available digitally through [mcruz@viport.com](mailto:mcruz@viport.com), printed copies may be picked up at:

Monique Hendricks  
Purchasing Manager  
Virgin Islands Islands Port Authority  
Henry E. Rolsen Airport  
P. O. Box 1134  
St. Croix, VI 00821  
[mhendricks@viport.com](mailto:mhendricks@viport.com)

Jeanine Blyden  
Purchasing Manager  
Virgin Islands Islands Port Authority  
Cyril E. King Airport  
P. O. box 301707  
St. Thomas, VI 00803  
[jblyden@viport.com](mailto:jblyden@viport.com)

---

David Mapp  
Executive Director

**VIRGIN ISLANDS PORT AUTHORITY  
UNITED STATES VIRGIN ISLANDS**



**SPECIFICATIONS FOR  
PROCUREMENT OF TWO (2) REGENERATIVE AIR TYPE STREET  
SWEEPERS, TRUCK MOUNTED**

**APRIL 2018**

**ST. THOMAS AND ST. CROIX  
UNITED STATES VIRGIN ISLANDS**

## TABLE OF CONTENTS

### GENERAL REQUIREMENTS

Invitation to Bid.....	GR-2
Instructions to Bidders.....	GR-4

### BID FORMS

Bid Submittal Checklist.....	BF-1
Bid Forms.....	BF-2
Non-collusion Affidavit.....	BF-7
Certification Regarding Debarment.....	BF-8
Certification Regarding Tax Delinquency and Felony Conviction.....	BF-9
Equal Opportunity Report Statement.....	BF-10
Buy American Certificate.....	BF-11

### SPECIFICATIONS

Procurement Contract.....	PC-1
Section I – Truck.....	PC-10
Section II – Sweeper.....	PC-12

### APPENDIX A - REQUIRED PROVISIONS FOR FEDERAL AID CONTRACTS

Access to Records and Reports.....	A-01
Buy American Preference.....	AP-1
Energy Conservation Requirements.....	AP-1
Rights to Inventions.....	AP-2
General Civil Rights Provisions.....	AP-2
Title VI List of Pertinent Nondiscrimination Acts and Authorities.....	AP-2
Title VI Clauses for Compliance with Nondiscrimination Requirements.....	AP-3
Federal Fair Labor Standards Act.....	AP-5
Occupational Safety and Health Act.....	AP-5
Trade Restriction Certification.....	AP-5
Contract Work Hours and Safety Standards Act Requirements.....	AP-7
Certification Regarding Lobbying.....	AP-8
Breach of Contract Terms.....	AP-9
Clean Air and Water Pollution Control.....	AP-9
Certification of Lower Tier Contractors Regarding Debarment.....	AP-9
Texting While Driving.....	AP-10
Termination of Contract.....	AP-10
Veteran’s Preference.....	AP-13
Utilization of Disadvantaged Business Enterprises.....	AP-13
Procurement of Recovered Material.....	AP-17

## ***INVITATION TO BID***

### **VIRGIN ISLANDS PORT AUTHORITY PROCUREMENT OF TWO (2) REGENERATIVE AIR TYPE STREET SWEEPERS ST. THOMAS AND ST. CROIX, VIRGIN ISLANDS U.S.A.**

**TO LICENSED DEALERS/VENDORS:** Sealed bids, entitled “**Procurement of Two(2) Regenerative Air Type Street Sweepers, Truck Mounted, St. Thomas and St. Croix, Virgin Islands, U.S.A.**”, will be received by the Virgin Islands Port Authority in the Public Conference Room of the Henry E. Rolsen Airport, St. Croix, USVI, until **1:00 p.m. Friday, June 8, 2018**. Bids will be publicly opened and read aloud and interested parties are invited to attend.

The work for which tenders are invited consists of providing two (2) heavy duty, industrially rated and chassis-mounted regenerative air sweepers capable of removing dirt, rocks, liquids and other debris from any airfield pavement. The regenerative air sweepers shall be cab over chassis mounted and meet the minimum specifications set forth in this document. The sweepers must be manufactured in the United States and be able to operate while the vehicle is moving in both the forward and reverse directions. The work shall be accomplished by means of a horizontally revolving gutter broom mounted in coordination with a horizontally rotating auxiliary broom mounted in the vacuum pickup head. Said sweeper to be delivered F.O.B. one (1) to the VIPA Maintenance Department, Henry E. Rohlson Airport, St. Croix, USVI and one (1) to the VIPA Maintenance Department, Cyril E. King Airport, St. Thomas, USVI.

It is required that the bidder furnish descriptive literature and any additional specifications or information necessary to qualify the equipment he proposes to furnish.

All exceptions or variances from the specifications shall be noted on the specification bid sheets and fully explained in a separate submittal attached and presented with the bid.

The schedule for completion of the Contract is **150 calendar days** after issuance of the Notice to Proceed.

No Bid may be withdrawn for a period of 90 calendar days after scheduled closing time for receipt of Bids.

Bids shall be submitted on reproductions of the forms contained in the specifications and shall conform to the terms and conditions of the “**Instructions to Bidders**”.

Bid packages are available digitally through [mcruz@viport.com](mailto:mcruz@viport.com), printed copies may be picked up at:

**Monique Hendricks**  
**Purchasing Manager**  
**Virgin Islands Islands Port Authority**  
**Henry E. Rohlsen Airport**  
**P. O. Box 1134**  
**St. Croix, VI 00821**  
[mhendricks@viport.com](mailto:mhendricks@viport.com)

**Jeanine Blyden**  
**Purchasing Manager**  
**Virgin Islands Islands Port Authority**  
**Cyril E. King Airport**  
**P. O. box 301707**  
**St. Thomas, VI 00803**  
[jblyden@viport.com](mailto:jblyden@viport.com)

Procurement specifications may be inspected in the above offices at no cost.

Any contract awarded from the Invitation to Bid is expected to be funded in part by the Federal Aviation Administration (FAA). All applicable Federal Laws will apply to this project.

The Virgin Islands Port Authority reserves the right to waive any informalities, technicalities, or irregularities in or reject any or all Bids, and to award or refrain from awarding the contract for the work.

---

David Mapp  
Executive Director

## INSTRUCTIONS TO BIDDERS

### 1. DEFINED TERMS

- 1.1 Terms used in these INSTRUCTIONS TO BIDDERS are defined in the Procurement General Conditions and the Supplementary Conditions of the Procurement Contract and shall have the intent and meaning assigned them therein. Terms defined in the Procurement General Conditions being redefined by modification in the Supplementary Conditions shall have the intent and meaning assigned them in the Supplementary Conditions.
- 1.2 The term "Successful Bidder" means the lowest, qualified, responsible, responsive BIDDER to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.
- 1.3 The term "Bidding Documents" means the Bidding Requirements, Contract Forms, Bid Forms, Conditions of the Contract, Specifications, Drawings, and Addenda issued by the OWNER for the purpose of obtaining a bid on the Goods, Special Services and other services specified.
- 1.4 The term "Contract Documents" has the same intent and meaning as "Procurement Documents."

### 2. BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents in the number and for the non-refundable sum, if any, stated in the Notice to Bidders may be obtained from ENGINEER.
- 2.2 Complete sets of Bidding Documents shall be used in preparing bids; neither OWNER nor ENGINEER assume any responsibility for errors or misrepresentations resulting from use of incomplete sets of Bidding Documents.
- 2.3 OWNER and ENGINEER in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

### 3. QUALIFICATIONS OF BIDDERS

- 3.1 To demonstrate qualifications to perform the Work, each Bidder must submit, as part of his BID on the prescribed form, evidence that may be required by the OWNER, such as, but not limited to, financial data and previous experience.

- 3.2 Bidder shall have been actively engaged in operating or managing a commercially oriented business providing similar services. Evidence of said operations is to be furnished with record of experience. Prototype units will not be accepted and all Bidders are required to submit, with their prior approval submission, photographs and drawings of a similarly constructed vehicle and a reference list of companies, airports, agencies, or persons to whom similar vehicles have been delivered in the past five years.

#### 4. EXAMINATION OF CONTRACT DOCUMENTS

- 4.1 It is the responsibility of each Bidder before submitting a Bid to (a) examine the Bidding Documents thoroughly; (b) familiarize himself of federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress and performance of the Work; (c) study and carefully correlate BIDDER'S observations with the Bidding and Contract Documents; and (d) notify ENGINEER of all conflicts, errors or discrepancies.
- 4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Goods, and Special Services required by the Procurement Documents and that the Procurement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Goods and Special Services.

#### 5. ADDENDA AND INTERPRETATIONS

- 5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to ENGINEER in writing. Replies will be issued by Addenda, mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Failure of any BIDDER to receive any such Addendum or interpretation shall not relieve BIDDER from any obligation under this BID as submitted. Questions received less than seven (7) days prior to the date of opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.
- 5.3 Failure of any BIDDER to receive any such Addendum or interpretation shall not relieve BIDDER from any obligation under this Bid as submitted.

#### 6. CONTRACT TIME

6.1 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment (the Contract Time) are set forth in the Bid Form, and the Agreement.

7. LIQUIDATED DAMAGES

7.1 Provisions for Liquidated Damages are set forth in the Agreement.

8. SUBSTITUTION OF MATERIALS AND EQUIPMENT

8.1 Prior Approval of goods will be considered only when written request has been submitted to Engineer in accordance with the following procedures:

8.1.1 Prior Approval is required for all goods to be furnished.

8.1.2 Prior Approval (procedure for obtaining approval to bid a product before submittal of bid proposal): Approval may be requested by Bidder, manufacturer, or other qualified party who wishes to propose use of a particular product as being equal to that specified. All products are subject to warranty as required by General Condition 13 and Supplementary General Condition 10.

8.1.2.1 Time of Submittal: Requests for Prior Approval addressed to Engineer and referenced to this project will be considered if received before the date as stated in the Advertisement.

8.1.3 Form of Submittal:

8.1.3.1 Burden of proof of merit of requested product is upon submitter, and subject to provisions of General Procurement Condition 7.3. It is the sole responsibility of submitter to establish content of submittal data, samples, etc.

8.1.3.2 Request should include sufficient data so that direct comparison of proposed item to specified item can be made. Knowledge and experience of manufacturer **and** warranty may be integral part of specification, therefore, data concerning manufacturer (i.e., experience, organization, references, projects, dates, etc.) may be material.

8.1.3.3 Inadequate warranty, vagueness of submittal, failure to meet project requirements, or insufficient data may be cause for disapproval or rejection of request. Engineer's decision for rejection of requested substitution is final, may be based upon his opinion, and does not require documentation or further justification.



- 8.1.4 Form of Approval: Approved requests will be set forth in an Addendum issued in accordance with these Instructions to Bidders under following conditions.
  - 8.1.4.1 This Addendum is solely concerned with approval of products before submittal of Bid proposal as provided in Instructions to Bidders.
  - 8.1.4.2 All items allowed by the Addendum are subject to full provision of Procurement Contract Documents including all modifications thereto and shall be warranted as substitutions conforming to the Contract Documents
  - 8.1.4.3 Approvals are based upon the opinions, knowledge, information, and belief of Engineer at time of issuance of this Addendum and reliance upon data submitted. Approvals are therefore conditional in nature and subject to reconsideration as additional data, materials, workmanship, and coordination with other goods are observed and reviewed. In proposing items allowed by this Addendum, Bidder assumes all risks, costs, and responsibility for items final acceptance and performance.
  - 8.1.4.4 This Prior Approval procedure has been offered and administered in a manner to fulfill Owner's desire for bidding competition. No substitutions or changes will be considered after execution of contract.
- 8.2 Prior Approval Submission:
  - 8.2.1 Approval of goods for substitution is required prior to bidding.
  - 8.2.2 Prior Submittals shall contain:
    - a. Name of manufacturer;
    - b. Type and model number;
    - c. Performance data required by the Specification
    - d. Manufacturer's product information;
    - e. Fill out and complete the Prior Approval forms attached to the Project Manual.
  - 8.2.3 Although certain equipment has been specified as the standard of quality for this project, it must also be submitted for prior approval.
  - 8.2.4 Only materials and equipment, which have been approved prior to receipt of Bids, will be accepted. Engineer will issue, by Addendum, a list of prior-approved materials and equipment.
- 8.3 Substitution after Award: Procedure for substitution of materials, products, and equipment after execution of contract will be by change order only.

## 9. BID FORM AND SCHEDULE

- 9.1 One copy of the Bid Form and Schedule is included with the Bidding Documents. One additional copy is provided for use in preparing BIDS. DO NOT USE THE BID FORM BOUND IN THE PROJECT MANUAL FOR SUBMISSION OF BIDS.
- 9.2 All blanks on the Bid Forms and Schedules must be completed in ink or by typewriter. The Bid Price of each item on the form must be stated in words and numerals.
- 9.3 BIDS by corporations must be executed in the corporation name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation shall be shown in the space provided.
- 9.4 BIDS by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 9.5 All names must be typed or printed below the signature.
- 9.6 Bids by individuals must be signed by the individual owner and the terms "doing business" or "sole owner" must appear under the signature.
- 9.7 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of all Addenda and the date each was received shall be filled in on the Bid Form).
- 9.8 The address to which communications regarding the BID are to be directed must be shown on the Bid Form.
- 9.9 Affidavits: Each BIDDER is required to duly execute the BIDDER'S and Non-Collusion Affidavits at the end of the BID.

## 10. SUBMISSION OF BIDS

- 10.1 BIDS shall be submitted at the time and place indicated in the Advertisement, and shall be enclosed in an opaque envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the BID is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Bid Enclosed" on the face thereof.

One original and one copy of the Bid Form, Schedules and other required documents are required for submission of BID.

11. MODIFICATIONS AND WITHDRAWAL OF BIDS

- 11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a BID must be executed) and delivered to the place where the BIDS are to be submitted at any time prior to the opening of the BIDS.
- 11.2 If within twenty-four (24) hours after the time BIDS are opened, any BIDDER files a duly signed written notice with the OWNER and promptly thereafter demonstrates to the reasonable satisfaction of the OWNER that there was a material and substantial mistake in the preparation of his BID, that BIDDER will be permitted to withdraw his BID and the BID Security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the goods and special services to be furnished under these documents.

12. OPENING OF BIDS

- 12.1 BIDS will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base bids and major alternatives, if any, will be made available to Bidders after opening of BIDS.

13. BIDS TO REMAIN OPEN SUBJECT TO ACCEPTANCE

- 13.1 All BIDS shall remain open for ninety (90) days after the day of the opening, but OWNER may, in his sole discretion, release any BID prior to that date.

14. AWARD OF CONTRACT

- 14.1 OWNER reserves the right to reject any and all BIDS, to waive any and all BIDS, to waive any and all informalities not involving price, time or changes in the work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional BIDS. Discrepancies between words and figures will be resolved in favor of the words. Also, OWNER reserves the right to reject the BID of BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the BID is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet and other pertinent standard or criteria established by OWNER. Discrepancies between the indicated sum or any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.1.1 The Responsiveness shall be defined as:

- a. The completeness and regularity of the Bid Form;

- b. A Bid Form without excisions or special conditions;
- c. A Bid Form having no alternative bids for any items unless requested by the specifications.

14.2 In evaluation of BIDS, OWNER shall consider qualifications of the BIDDERS and whether or not the BIDS comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

14.3 OWNER may consider operating costs, maintenance considerations, performance data and guarantees of goods.

14.4 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any BID and to establish the responsibility and qualifications of other persons and organizations to do the work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

14.4.1 Responsibility shall be based on whether the BIDDER:

- a. Maintains a permanent place of business;
- b. Has adequate plant equipment to do the Work properly and within the time limit that is established;
- c. Has adequate financial status to meet his obligations contingent to doing the work;
- d. Meets the minimum qualification requirements specified in Article 3 of the Instructions to Bidders.

14.5 OWNER reserves the right to reject the BID of any BIDDER who does not pass any evaluation to OWNER'S satisfaction.

14.6 If a contract is to be awarded, it will be awarded to the lowest BIDDER whose evaluation by OWNER indicated to OWNER that the award would be in the best interest of the Project.

14.7 If a contract is to be awarded, OWNER will give the successful Bidder a Notice of Award within ninety (90) days after the day of Bid Opening.

## 15. INSURANCE

15.1 The Procurement General Conditions set forth OWNER'S requirements as to Insurance. When the successful Bidder delivers the executed Agreement to OWNER, the required Insurance Certificates and Policies shall accompany it.

## 16. SIGNING OF AGREEMENT

16.1 When OWNER gives NOTICE OF AWARD to the successful BIDDER, it will be accompanied by the required number of undersigned counterparts of the Agreement and all other written Contract Documents attached. Within fifteen (15) days following the effective date of "Award" CONTRACTOR shall sign and deliver all counterparts of the Agreement and attached documents to the OWNER with the required insurance certificates attached thereto. If the Agreement and other required documents have been executed to the OWNER'S satisfaction, within then (10) days thereafter OWNER will deliver one fully signed counterpart to CONTRACTOR. Each counterpart will be accompanied by a complete set of Contract Drawings, with appropriate identification.

## 17. TAXES

17.1 All applicable taxes shall be included in the Contract Price. Bidders are advised to familiarize themselves with Virgin Islands Excise and Gross Receipts Taxes in advance of preparing the bid.

## 18. FUNDING AGENCY REQUIREMENTS

18.1 BIDDERS are advised that the Work under this contract will be financed in part by a grant of the Federal Department of Transportation, through the Federal Aviation Administration. Award of Contract is subject to the approval of this agency.

18.2 To receive funds under the applicable Federal Program, the OWNER must comply with the requirements of administering agency, which are imposed as conditions under which the grants of funds are made.

18.3 It is a condition of the grant of Federal funds that certain provisions be included and be made a part of the Contract Documents for the Work in which these funds are to be used. These provisions are fully described in the Supplementary Conditions.

18.4 The CONTRACTOR is notified hereby that he must meet all of the terms and conditions related to this Project imposed by the administering agencies named herein, including but not limited to the following:

### 18.4.1 Wage and Labor Provisions

- a. EQUAL EMPLOYMENT OPPORTUNITY: Attention of BIDDERS is called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

b. EMPLOYMENT PRACTICES:

- (1) Contractor shall, to the greatest extent practicable, follow hiring and employment practices for work on the Project which will provide new job opportunities for the unemployed and underemployed, and
- (2) Insert or cause to be inserted the same provisions in each construction subcontract.

18.4.2 Equal Employment Opportunity Requirements

- a. Bidders must comply with the President's Executive Order No. 11246 which prohibits discrimination in employment regardless of race, creed, color, sex or national origin.
- b. Each Bidder shall complete, sign and include in his Bid proposal the Equal Opportunity Report Statement. When a determination has been made to award a contract to a specific Contractor, such Contractor shall, prior to award, after award or both, furnish such pertinent information regarding his own employment policies and practices as well as those of his proposed subcontractors, as the OWNER or the Secretary of Labor may require.

18.4.3 Civil Rights Title VI Solicitation Notice

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

**Required Forms Check List**

**PROCUREMENT OF TWO (2) REGENERATIVE AIR TYPE STREET  
SWEEPERS, TRUCK MOUNTED**

- Bid Form
- Form of Non-Collusion Affidavit
- Certification Regarding Debarment
- Certification Regarding Tax Delinquency and Felony Convictions
- Equal Opportunity Report Statement
- Certificate of Buy American Compliance for Manufactured Products

**All required forms are included in this package. All forms must be filled out and returned with the firm's proposal.**

**Failure to do so will result in the firm being considered non-responsive and their proposal will be disallowed.**

**Mark N/A if not applicable to your firm**

**THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER**

**BID FORM**

(Failure to furnish all requested data will be cause for considering Bidder non-responsive and may render this Bid invalid on that basis).

**BID FOR: Procurement of two (2) regenerative air type street sweepers and miscellaneous auxiliary equipment.**

SUBMITTED BY: \_\_\_\_\_  
Bidder's Name

\_\_\_\_\_

Address

\_\_\_\_\_

City, State and Zip Code

1. The undersigned, hereinafter called the Bidder, in compliance with the "Notice of Bidders," accepting all of the terms and conditions of the "Instructions to Bidders," including without limitation those dealing with the disposition of Bid Security; proposes and agrees, if awarded the Contract, to enter into an Agreement with the Owner in the form of Agreement included in the Procurement Documents, to furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to furnish the Goods, Special Services, and other Services under this Contract within the Contract Time indicated in this Bid, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Procurement Documents, to the full and entire satisfaction of the Owner, for the amounts contained in the Bid Schedule.
2. This Bid will remain open for 90 days after Bid Opening. If awarded a contract, Bidder will sign the Agreement and submit the Contract Security and other documents required by the Procurement Documents within 15 days after the date indicated in Owner's Notice of Award.
3. In submitting this Bid, Bidder represents that:
  - a. Bidder has become thoroughly familiar with the terms and conditions of the proposed Procurement Documents accepting the same as sufficient to indicate and convey understanding of all conditions and requirements under the Contract that will be executed for furnishing the Goods, Special Services and other Services.
  - b. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in

**THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER**



conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- c. That no member of the Virgin Islands Port Authority's Airport Staff or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor in the Contract or any part of the Contract which may be awarded the undersigned on the basis of such Bid.

4. Contract Time: Bidder agrees that:

The Goods will be delivered F.O.B. one (1) to the VIPA Maintenance Department, Henry E. Rohlsen Airport, St. Croix, USVI, and one (1) to the VIPA Maintenance Department, Cyril E. King Airport, St. Thomas, USVI, as stated in the Invitation to Bid.

5. Bid Schedules:

A. The undersigned Bidder agrees to furnish and deliver F.O.B. one (1) regenerative air type street sweeper with auxiliary equipment complete, tested and fully operational to the VIPA Maintenance Department, Cyril E. King Airport, St. Thomas, USVI, as previously stated, all in conformance with the Procurement Documents for the total lump sum amount of

\_\_\_\_\_ (Dollars)  
(Write in Words)

\$ \_\_\_\_\_  
(Write in Figures)

B. The undersigned Bidder agrees to furnish and deliver F.O.B. one (1) regenerative air type street sweeper with auxiliary equipment complete, tested and fully operational to the VIPA Maintenance Department, Henry E. Rohlsen Airport, St. Croix, USVI, as previously stated, all in conformance with the Procurement Documents for the total lump sum amount of

\_\_\_\_\_ (Dollars)  
(Write in Words)

**THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER**

\$ \_\_\_\_\_  
(Write in Figures)

Total Bid Value \_\_\_\_\_  
(Write in Words)

\$ \_\_\_\_\_  
(Write in Figures)

6. Execution of Contract: Bidder agrees that:
  - a. In case of failure on his part to execute the said Contract within 15 days after the date indicated in the Notice of Award, the Bidder will forfeit all rights to enter into a contract with the Owner.
  
7. Bid Documentation: The following documents are attached to and made part of this Bid and must be submitted as part of the Bid package:
  - a. Bid Form
  - b. Non-Collusion Affidavit
  - c. Certification Regarding Debarment
  - d. Certification Regarding Tax Delinquency and Felony Convictions
  - e. EEO Report Statement
  - f. Buy American Certificate
  - g. Addenda Acknowledgement
  
8. Name and business address (Mailing and Street) of Bidder to which all formal Notices shall be sent:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_
  
9. The terms used in this Bid which are defined in the General Procurement Conditions included as a part of the Procurement Documents have the meanings assigned to them in said General Procurement Conditions.

**THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER**

10. Bidder hereby acknowledges receipt of the following addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____

11. The Bidder shall state on the line below, if a corporation, the name of state in which incorporated and the date of said incorporation.

\_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of individual, partner or officer signing the Bid)

(SEAL)

(Seal required if Bidder is a corporation).

NOTE: If Contractor is a Corporation, Secretary should attest seal.  
Seal is required if Bidder is a Corporation.

**THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER**

**FORM OF NON-COLLUSION AFFIDAVIT**

**(This Affidavit is Part of Bid)**

State of \_\_\_\_\_ ) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says that he is

\_\_\_\_\_ (Owner, a partner, president, secretary, etc.) of

\_\_\_\_\_ the party making the foregoing Proposal of BID that such BID is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with and BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

**(Bidder)**

\_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_ Notary Public in and for \_\_\_\_\_.

My Commission Expires \_\_\_\_\_, 20\_\_\_\_.

**(Seal)**

**THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER**

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

**(This Affidavit is Part of Bid)**

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.

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name of Bidder**

\_\_\_\_\_  
**Title**

**THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER**

**CERTIFICATION OF OFFERER/BIDDER REGARDING  
TAX DELINQUENCY AND FELONY CONVICTIONS  
(This Affidavit is Part of Bid)**

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

**Certifications**

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

NAME OF BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**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.

**THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER**

### 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 U.S.C. § 3559.

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

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

**EQUAL OPPORTUNITY REPORT STATEMENT  
AS REQUIRED BY 41 CFR 60-1.7 (b)**

The Bidder (Proposer) shall complete the following statement by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of Bid.

1. The Bidder (Proposer) has \_\_\_\_\_ has not \_\_\_\_\_ developed and has on file at each establishment affirmative action programs pursuant to 41CFR 60-1.40 and 41 CFR 60-2.
2. The Bidder (Proposer) has \_\_\_\_\_ has not \_\_\_\_\_ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by the Executive Order 11246, as amended.
3. The Bidder (Proposer) has \_\_\_\_\_ has not \_\_\_\_\_ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder (Proposer) does \_\_\_\_\_ does not \_\_\_\_\_ employ fifty (50) or more employees.

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name of Bidder**

\_\_\_\_\_  
**Title**

**THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER**



## **CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS**

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

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

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

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

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

1. To submit to the Owner within 15 calendar days of the bid opening a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

**THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER**

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

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

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

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

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

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name of Bidder**

\_\_\_\_\_  
**Title**

**THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER**

# PROCUREMENT CONTRACT

**PROCUREMENT OF TWO (2) REGENERATIVE  
AIR TYPE STREET SWEEPERS  
VIRGIN ISLANDS PORT AUTHORITY  
ST THOMAS AND ST. CROIX, U.S. VIRGIN ISLANDS**

**THIS AGREEMENT** made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2018 by and between the **Virgin Islands Port Authority, Cyril E. King Airport, St. Thomas, U.S. Virgin Islands** hereinafter called the OWNER, and \_\_\_\_\_, hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the manual covenants hereinafter set forth, agree as follows:

**Article 1. GOODS AND SERVICES**

CONTRACTOR shall furnish the Goods and Special Services and other services as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

**BASE BID**

Furnish two (2) Regenerative Air Type Street Sweepers similar to the Schwarze Model A8000 or an approved equal meeting the requirements of the procurement specifications and any amendments thereto.

**Article 2. POINT OF DELIVERY**

The Goods shall be delivered F.O.B. to the OWNER one (1) at the VIPA Maintenance Department, Henry E. Rohlsen Airport on St. Croix, USVI, and one (1) at the VIPA Maintenance Department, Cyril E. King Airport on St. Thomas, USVI,.

**Article 3. CONTRACT TIME**

**3.1** The Goods are to be delivered to the point of delivery and ready for OWNER'S acceptance of delivery within **150** calendar days after the issuance of the Notice to Proceed.

**3.2** All shop drawings and samples required by the Procurement Documents will be submitted to OWNER for review and approval

within 14 days after date when the Contract Time commences to run for 150 calendar days.

- 3.3** Liquidated damages: It is recognized that the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental and any other losses or damages) suffered by OWNER if complete acceptable Goods are not delivered on time is difficult. Accordingly and instead of requiring proof of such losses or damages, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Thousand Dollars (\$1000.00)** for each **week** that expires after the time specified for delivery of acceptable Goods.

**Article 4. CONTRACT PRICE**

OWNER shall pay CONTRACTOR for furnishing Goods and Special Services and for performing Other Services in accordance with the bid prices submitted on \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Article 5. PAYMENT PROCEDURES**

**Base Bid:** \$ \_\_\_\_\_

- 5.1** After approval of shop drawings, CONTRACTOR may submit the Application for Payment, equal to 10% of the Contract Price less 10% retainage.
- 5.2** After delivery of the Goods F.O.B. to St. Croix Airport, CONTRACTOR may submit a second Application for Payment. The amount of this Application for Payment shall be no more than 90% of the Contract Price, less 10% retainage.
- 5.3** Final Payment: 30 days after delivery of the Goods and after furnishing all required services and final OWNER approval of the Goods, CONTRACTOR may make a final request for payment and release of retainage.

**Article 6. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

- 6.1** CONTRACTOR has familiarized itself with the nature and extent of the Procurement Documents, Work and all Laws and Regulations

that in any manner may affect cost, progress, performance or furnishing of the work.

- 6.2** CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Procurement Documents and written resolutions thereof by OWNER is acceptable to CONTRACTOR.

**Article 7. PROCUREMENT DOCUMENTS**

The Procurement Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Goods and Services consist of the following:

- 7.1** Agreement (pages 1 to 4, inclusive)
- 7.2** Procurement Specifications
- 7.3** CONTRACTOR'S Bid received the \_\_\_\_\_ day of \_\_\_\_\_, 2018

There are no Procurement Documents other than those listed in this Article 7.

**Article 8. MISCELLANEOUS**

- 8.1** No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 8.2** OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Procurement Documents.

**Article 9. OTHER PROVISIONS**

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement the day and year first above written in two counterparts, each of which shall without proof of accounting for the other counterpart, be deemed an original Contract.

Signed, Sealed and Delivered in  
the presence of:

**VIRGIN ISLANDS PORT AUTHORITY**  
OWNER  
(Party of the First Part)

BY: \_\_\_\_\_  
Chairwoman

ATTEST:

BY: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Party of the Second Part)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Seal)

Contractor shall indicate whether  
Corporation, Partnership, Company  
or Individual

ATTEST BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

The person signing shall in his own  
handwriting sign the principal's  
name, his own name, and his title.  
Where the person signing for a  
corporation is other than the  
President, he shall, by affidavit,  
show his authority to bind the  
corporation.

\_\_\_\_\_  
Out-of-state contractors must affix  
U.S.V.I. tax registration number.

A corporate seal is required for all  
Companies that are incorporated.

## REGENERATIVE AIR TYPE STREET SWEEPER

### SECTION I – TRUCK

1. **INTENT:** It is the intent of this specification to establish functional requirements for a Regenerative Air Type Street Sweeper. The Schwarze Model A8000 is used solely as a basis for comparison. The Contractor can provide an equipment of equivalent standard from any manufacturer.
2. **GENERAL:** The Regenerative Air Type Street Sweeper shall be of the self-powered, truck mounted type, designed for:
  - a. Sweeping, vacuum pick up and loading directly into an enclosed body such debris as dirt, trash, leaves, stones, water and other liquids from the right and the left sides of the sweeper; and
  - b. Cleaning of catch basins through hand hoses by means of vacuum operation.
3. **CAB AND CHASSIS:** The cab and chassis shall be the latest model Navistar 4700 standard commercial system or approved equal. The minimum gross vehicle weight (GVW) shall be 31,000 pounds. The equipment shall be manufactured with a tilt cab; minimum wheel base of 133 inches, designed and geared to run 55 mph on open highway; and maximum turning radius of 20 feet 3 inches. Accessories shall include:
  - a. Individual, fully adjustable bucket seats with approved seat belts;
  - b. Dual, multi-speed windshield washer and wipers;
  - c. Dual steering;
  - d. Dual camera operating assist;
  - e. Central operator controls;
  - f. Lighting to conform to applicable Federal laws, including self-cancelling turn signals, headlights, park lights, dual tail and stop lights, backup lights, clearance lights and four-way emergency flashers;
  - g. Automatic audible backup alarm;
  - h. Fire extinguisher;
  - i. Power hydraulic steering and driving controls; and

- j. Amber strobe light with limb guard mounted on rear of hopper.  
The manufacturer shall be responsible for assuring that the performance of the vehicle meets this specification and thus qualifies as a well-designed vehicle. All major components shall have the manufacturer's rating for this type service and actual imposed loads shall not exceed these ratings. The manufacturer shall supply a one-year warranty.
4. ENGINE: The truck engine shall be full diesel in-line, water cooled type developing not less than 115 horsepower. The main purpose of the chassis engine is for the transportation and movement of the truck. There shall be a separate engine for the operation of the sweeper system. The engine shall be equipped with the minimum accessories as follows:
    - a. Twelve (12) volt electrical system;
    - b. Two (2) heavy duty 12-volt batteries;
    - c. Governor;
    - d. Heavy duty, two-stage air cleaner with dual safety elements and restriction indicator;
    - e. Three-point automatic safety shutdown; and
    - f. Warning lights and buzzer to indicate low coolant level, low oil pressure and high coolant temperature.
  5. TRANSMISSION: The truck will be equipped with a 4-speed automatic transmission with external, in-line filter.
  6. FRONT AXLE: The front axle shall be 12,000 lb with 12,500 lb springs.
  7. REAR AXLE: The drive line will be equipped with a 21,000 lb minimum rear axle with 23,000 lb springs and 4,500 lb auxiliary springs. The rear axle shall be 2-speed at such gear ratios to accomplish optimum sweeping speeds.
  8. AIR CONDITIONING: The cab shall be equipped with factory installed air conditioning. Roof-mounted units will be acceptable.



## SECTION II - SWEEPER

9. **GENERAL:** The regenerative air type sweeper system shall consist of an auxiliary engine, enclosed body, exhaust fan, dumping system right and left side gutter brooms, pickup hood and a water type dust control system. The unit shall be equipped with vertical digger-type gutter brooms, pressurized dust control spray system and an independent engine to power the sweeping functions.
10. **SWEEPER ENGINE:** The sweeper shall be equipped with a separate engine with a 3-point safety engine shutdown device that shuts down the engine for low oil pressure, high coolant temperature and low coolant level. The engine shall be capable of fully operating the sweeper and must have a 12-volt electrical system.
11. **HYDRAULIC SYSTEM:** Hydraulic power shall be used to operate all broom rotation and lifting functions. Systems incorporating pneumatic controls will not be accepted. The entire system shall be protected by a pressure relief valve. The sweeper shall be equipped with an auxiliary hydraulic system for the purpose of raising and lowering the hopper without operating the auxiliary engine. The auxiliary system can also be used to raise the gutter broom and pickup head should the auxiliary engine be disabled. No hydraulic lines may run in or through the cab.
12. **BLOWER:** Heavy duty construction; dynamically balanced, abrasion resistant steel multi-vane fan shall be driven by the auxiliary engine. The blower shall be powered by a direct drive 5-groove banded power belt.
13. **BODY:** The body shall be heavy duty welded 7 gauge steel plate construction. Two (2) inspection doors shall be located on the hopper body, one (1) on the right and one (1) on the left. On top of the hopper at the rear, the unit will be equipped with a rotating beacon and light guard.
14. **REAR DOOR:** Hydraulically lifted door and dump controls shall be mounted on the right hand side forward of the rear tires for the safety and convenience of the operator. The rear door shall be manually latched and gasket sealed for air and water tightness.
15. **PICKUP HEAD:** The sweeping pickup head shall be a minimum of 90 inches in length and 36 inches in width. The pressure and suction hoses 14 inches in diameter and constructed of heavy duty wire reinforced molded rubber. The pickup head shall be hydraulically raised and lowered and spring compensated for weight and ground contact. Suction transition

- shall include water nozzles to lubricate the suction tube to reduce clogging during sweeping operations.
16. **DUST SEPARATOR:** The hopper shall be equipped with a dust separator located in the air flow stream. The separator shall be automatically opened for proper cleaning operations. The dust separator shall have a cleanout door that opens automatically and discharges debris from the separator when the hopper is raised.
  17. **GUTTER BROOMS:** Two (2) gutter brooms, one (1) on the left and one (1) on the right side of the sweeper in front of the pickup head, shall be provided. The brooms shall be a minimum 36 inches in diameter, hydraulically driven, protected by a relief valve and controlled from inside the cab. The broom assembly shall be spring adjustable, suspended and hydraulically raised and lowered. Upward motion for the gutter broom storage shall be regulated by an adjustable flow control valve.
  18. **WATER SYSTEM:** A combination of water tanks shall be provided. The tanks shall be constructed of polyethylene only, no steel or coated tanks will be allowed. Water supply should be manually activated and adjusted by valves located in the cab. The water pump shall be centrifugal type hydraulically operated and controlled by a switch located on the control panel in the cab. The water shall develop an operating pressure of 40 psi in the wash down mode. The water pump shall be capable of being run dry without resulting in damage to the pump. The water pump shall be protected by a 100 mesh removable and cleanable water filter. The sweeper shall be equipped with a 16.5 feet water filler fire hose, a quick disconnect wash down hose and an outlet on each side of the sweeper.
  19. **OPERATING CONTROLS:** The sweeper shall be equipped with dual steering and controls for left or right hand operations. Auxiliary engine control and gauges shall be mounted on the control console inside the cab. They shall consist of: keyed ignition, electronic throttle control, leaf bleeder control, oil pressure gauge, water temperature gauge, voltmeter, tachometer and hour meter. All gauges will be lighted. Console will have water pump on/off switch and low water level warning light. Independent gutter control switches for left gutter broom, right gutter broom, pickup head, hopper, front bumper and nozzles at front axles. All switches are to be lighted and have international symbols for easy identification.
  20. **HAND HOSE EQUIPMENT:** The sweeper shall have an auxiliary hand hose for cleaning remote areas inaccessible to the sweeping head and for cleaning out catch basins. The hand hose shall be stored in the rear of the sweeper.

21. **ELECTRICAL SYSTEM:** The sweeper's electrical system shall be 12 volts. The wire harness shall be waterproofed and have connectors that assure proper wiring and has the individual wire both color coded and labeled as to its function every 3 inches along its length to allow quick isolation and identification of systems during maintenance and repair.
22. **MAGNETIC BAR:** A magnetic bar shall be attached to the sweeper for pickup of miscellaneous metal objects.
23. **SAFETY EQUIPMENT:** The sweeper shall meet all federal motor vehicle safety standards. All lighting shall be LED. There shall be a safety outrigger on each side of the sweeper. Hopper dump and outriggers shall be operated from the same switch and shall engage before hopper lifts and retract after the hopper is returned to the sweeping position. The sweeper shall have two (2) lower LED stoplights mounted into the rear bumper. The sweeper shall be equipped with a rear backup alarm, cab mounted 5 lb fire extinguisher and a warning triangle kit.
24. **PAINT:** The sweeper shall be painted with one (1) coat of sealer/primer and two (2) coats of polyurethane paint. The paint shall be lead free. Gutter brooms, pickup head, sweeper and truck frame to be painted with a semi-gloss polyurethane textured black paint for long life.
25. **WARRANTY:** An extended warranty for a period of two (2) years on the sweeper and truck shall be provided covering all major components. A statement of this warranty and its conditions shall be attached to the bid.
26. **SPARE PARTS LIST:** A complete list of recommended spare parts - with prices - shall be furnished with the bid proposal. The list shall include replacement parts, including gutter brooms, wide sweep brooms, curtains, and any other parts considered as wear and repair items.
27. **SERVICE MANUALS:** The bidder shall furnish a parts book and operating manual with instructions. A complete instructional video shall be provided detailing operating and maintenance procedures.
28. **TRAINING:** A 2-day training session (operation and maintenance) shall be provided upon delivery of the equipment. The cost of the training shall be incidental to the cost of the equipment.
29. **DELIVERY:** The unit shall be delivered completely assembled, serviced and ready to operate. The bidder shall have a qualified service representative in attendance with the sweeper during start up operations to make any adjustments needed and to provide the required training.

***INTENTIONALLY LEFT BLANK***

## **APPENDIX A**

### **REQUIRED PROVISIONS FOR FEDERAL AID CONTRACTS**

The following provisions apply to this Project, which includes the expenditure of federal funds:

#### **A-01    ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the City, 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.

#### **A-02    BUY AMERICAN PREFERENCE**

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

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

Except as provided above, contractor shall not acquire or permit any subcontractor to acquire any steel or manufactured products produced outside the United States to be used for this Project.

Contractor shall provide any and all documentation that the Owner deems necessary in order to demonstrate compliance with the Buy American provision.

Contractor shall include a provision implementing Buy American in every subcontract.

#### **A-03    ENERGY CONSERVATION REQUIREMENTS**

Contractor and any subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy

conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

**A-04 RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**A-05 GENERAL CIVIL RIGHTS PROVISIONS:**

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

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

**A-06 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES:**

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

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

**A-07 TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:**

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

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

herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing



such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**A-08 FEDERAL FAIR LABOR STANDARDS ACT**

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

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

**A-09 OCCUPATIONAL SAFETY AND HEALTH ACT**

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

**A-10 TRADE RESTRICTION CERTIFICATION**

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

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

published by the U.S.T.R; and

- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of

countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

**A-11 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. 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.

2. 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 \$10 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.

3. 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.

#### 4. 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.

### **A-12 CERTIFICATION REGARDING LOBBYING**

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

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

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

**A-13 BREACH OF CONTRACT TERMS**

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

The 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. The 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. The Owner may proceed with termination of the contract if the contractor fails to correct the breach by deadline indicated in the Owner's notice.

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

**A-14 CLEAN AIR AND WATER POLLUTION CONTROL**

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

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

**A-15 CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

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

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

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

#### **A-16 TEXTING WHEN DRIVING**

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

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

#### **A-17 TERMINATION OF CONTRACT**

##### **A. 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:

1. Contractor must immediately discontinue work as specified in the written notice.

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

Owner agrees to pay Contractor for:

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

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

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

## **B. TERMINATION FOR DEFAULT**

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

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

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

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

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



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

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

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

#### **A-18 VETERAN'S PREFERENCE**

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

#### **A-19 UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES**

It is the Policy of the Virgin Islands Port Authority that Disadvantaged Business Enterprises (DBE) shall have the maximum practicable opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement. Contractors shall use sufficient reasonable good faith efforts to carry out this policy in the award of their subcontracts to the fullest extent consistent with the efficient performance of this contract.

"Disadvantaged Business Enterprise" mean a small business which is at least fifty-one percent (51%) owned by socially and economically disadvantaged individual(s) or, in case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by socially and economically disadvantaged individuals and whose management and daily operations are controlled by one or more such individuals who own it.

Individuals who are normally presumed to be socially and economically disadvantaged include Women, Blacks, Hispanics, Native Americans, Asian-Pacific American, and Asian-Indian Americans.

**(A) DBE Obligation**

The Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.

**(B) Compliance**

All Bidders, potential Contractors, or Subcontractors for this Contract are hereby notified that failure to carry out the policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in non-selection or termination of the contract or such other remedy as deemed appropriate by the Owner. Agreements between a Contractor and a DBE in which the DBE promises not to provide subcontracting quotations to other Contractors are prohibited.

**(C) Subcontract Clauses**

All Bidders, Contractors and potential contractors hereby warrant and represent that they will include the above clauses in all sub-contracts which offer further sub-contracting opportunities.

**(D) Additional Terms and Conditions**

**(1) DBE Goal**

Notification is hereby given that a DBE contract goal is established for this prime contract. The goal for firms owned and controlled by DBE's is a minimum 7.00% of the total dollar value of this contract including alternates and change orders.

Contractors/Bidders are strongly encouraged to utilize a mixture of eligible DBE firms from all groups (Blacks, Hispanics, Women, Native Americans, Asian-Pacific American, and Asian-Indian American).

All Contractors hereby warrant and represent that they will make sufficient reasonable good faith efforts to meet the above stated goal. Moreover, such Contractors hereby warrant and represent that they meet/exceed the DBE participation percentages submitted in their respective proposals for each subcontractor. Contractors also agree to provide any additional information requested by Owner to substantiate DBE participation, including but not limited to the written subcontract agreement between Prime Contractor and Subcontractor for the work relative to this project.

**(2) DBE Substitutions**

All Contractors shall make a good faith effort to replace a certified DBE subcontractor that is unable or unwilling to perform successfully with

another certified DBE subcontractor, maintaining or exceeding the participation percentage amongst the group listed in their contract. The Owner shall approve all substitutions. (There shall be no substitutions or additions during the time period between the bid opening date and the bid award date).

Contractors may not make substitutions of DBE subcontractors after bid award on the grounds that they have solicited a response from another contractor or DBE whose price is less than the DBE submitted at bid opening.

(3) DBE "Regular Dealers"

All Contractors may count sixty (60) percent of their expenditures for the purchase of materials and supplies obtained from a DBE "Regular Dealer", provided that the DBE supplier(s) perform a commercially useful function in the supply process. A DBE is considered to be performing a commercially useful function when it is responsible for execution of a distinct element of work of a contract and carrying out its responsibilities by actually performing, managing and supervising at least fifty-one percent of the work involved.

For the purpose of calculating the percentage rate of participation by DBEs, those Contractors using the service of socially and economically disadvantaged individuals as brokers for the purpose of supplying materials or labor shall be allowed zero (0) credit toward meeting the contract goal (obligation). The term "broker" is defined as: A buyer and seller of goods or negotiator between ultimate buyer and seller, but without having custody of the property.

(4) Counting DBE Participation toward Meeting the DBE Goal

Contractors may count DBE participation toward meeting the DBE goal as follows:

(a) The total dollar value of the contract awarded to an eligible DBE that performs at least fifty-one percent (51%) of the work with their own work force or the total of fifty-one percent of the work is performed by the eligible DBE's own work force and an eligible DBE sub-subcontractor will be counted toward the applicable DBE goal.

(b) Only that portion of the total dollar value of a contract that is actually performed by an eligible DBE's own work force that is less than fifty-one percent (51%) or a combination of an eligible DBE work force and eligible DBE sub-subcontractor equates to less than fifty-one percent (51%).

(c) A portion or the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

(d). A two-party check, payable to the DBE and supplier is acceptable, only if any discounts for early payment, etc., are paid to the DBE.

(5) Contract Award Criteria

The award selection procedure for this solicitation will ensure that prime contracts are awarded to competitors that make a good faith effort to meet or exceed the established Disadvantaged Business Enterprise (DBE) goal.

Subject to other applicable provisions herein, Contractor's bids or proposals will be considered incomplete and ineligible to receive a contract award unless the following forms (copies are a part of the bid documents) are completed and submitted with the bid:

(a) List of Proposed DBE Subcontractors (must be submitted with the bid.)

(b) Letter of Intent to Perform as a Disadvantaged Business Enterprise Subcontractor. One form for each DBE Subcontractor must be completely filled out and executed by the proposed subcontractor. A Contractor's failure to submit this with the Bid will be considered non-responsive. (Forms are supplied with the Contract Documents. Additional copies may be obtained from the same place plans and specifications were received.)

(c) Statement of Good Faith Efforts (must be submitted with the bid proposal if DBE goal is not met).

(d) DBE Subcontractor and Supplier Solicitor Sheet (must be submitted with the Bid Proposal).

(e) The Owner will count toward the established DBE project goal only those firms that are certified as a DBE at bid opening.

**(E) Reporting Requirements**

The successful contractor shall establish, maintain and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other affirmative action efforts.

Progress reports shall be completed and submitted with each pay request or application for payment. Each report shall list all of the DBE Subcontractors and the dollar amounts submitted with bid. Failure to provide the progress reports as instructed may result in a delay in processing payment or disapproval of the invoice until the progress report is submitted, as required. Any changes must be approved by Owner.

**(F) Prompt Payment**

The Prime Contractor shall certify in writing that all subcontractors, sub-consultants and suppliers have been paid for work and materials from previous progress payments received, less any retainage, by the Prime Contractor prior to receipt of any further progress payments. The Prime Contractor shall include a payment provision in their agreements with their subcontractors, providing for payment within seven (7) calendar days after the Prime Contractor's receipt of payment from the Owner. The Prime Contractor shall also include a provision in their agreement with subcontractors providing for payment of retainage to those subcontractors who have satisfactory completed work accepted by the

Owner within seven (7) calendar days. This provision in no way creates any contractual relationship, between any subcontractor, sub-consultant or supplier and the Owner or any liability on the Owner for the contractor's failure to make timely payment to the subcontractors, sub-consultant or suppliers.

**(G) Acceptable Good Faith Efforts**

If any Contractor fails to achieve the DBE goal established for this solicitation, the CONTRACTOR SHALL SUBMIT WITH THE BID, proof of good faith efforts. Statement of Good Faith Efforts and DBE Subcontractor and Supplier Solicitation Sheet are provided as guidelines for the convenience of the Contractor. The Contractor is allowed to use an alternate method that demonstrates the good faith efforts made to meet the established goals as long as all of the requested information is included. Failure to include all requested information shall result in the bid being determined as non-responsive.

**A-20 PROCUREMENT OF RECOVERED MATERIALS**

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

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

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