



REQUEST FOR QUALIFICATIONS

Solar PV/Battery Systems – Design / Build Services

REQUEST NUMBER: 2343

DUE DATE: January 31, 2024

DUE TIME: 2:00 pm (local)

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INTRODUCTION

The Gerald R. Ford International Airport (GRR) is the second busiest airport in Michigan, serving business and leisure travelers with nonstop and connecting flights on six airlines. The Ford Airport is managed and operated by the Gerald R. Ford International Airport Authority (GFIAA).

The Gerald R. Ford International Airport Authority (GFIAA) is seeking qualified contractors to design and construct an integrated solar photovoltaic (PV) array and battery system on the Airport Rescue and Fire Fighting facility (ARFF) at the Gerald R. Ford International Airport (GRR). This project's objectives are threefold 1) Construct GRR's first PV array that will supply solar energy to support airport operations, 2) Demonstrate the usefulness and versatility of solar energy at GRR, 3) Provide 100% carbon-free electricity to EVs and electric ground support equipment (eGSE)

GFIAA applied for and was awarded a \$264,000 Federal Aviation Administration (FAA) Airport Improvement Program (AIP) supplemental grant for a solar-battery system. This work is funded in part by the Federal Aviation Administration and therefore Federal regulations related to the use of federal funding will be incorporated into the contract. FAA's intent with the supplemental grants included the promotion of environmental sustainability, energy efficiency and resiliency in support of the FAA's Climate Challenge.

GRR intends to collaborate with its airline partners as they transition their GSE fleets to electric. By providing vehicle charging at the ARFF supplied with 100% renewable energy, GRR will be helping its tenant airlines meet their own sustainability objectives.

The intent of this RFQ is to establish the relationships with the Authority and the ARFF PV/Battery Team to optimize construction phasing and site preparations for the PV/Battery project while insuring long-term structural compatibility of the array and electrical integration of the batteries and supporting systems.

To obtain the highest quality project delivery within the required schedule and budget allocations, GFIAA seeks a solar designer and installer through a 2-part public Qualifications-Based Selection process which includes an initial qualifications evaluation followed by interviews and fee negotiation with the selected firm. This 2-part selection process articulates the GFIAA's goals and provides openness and consistency so that all qualified firms receive fair consideration.

SOLICITATION AND PROJECT SCHEDULE

| ACTIVITY | DATE |
|--|--------------------------|
| RFQ Issue Date | January 3, 2024 |
| Conference | January 17, 2024 |
| Question Deadline | January 19, 2024 |
| Submission Due Date | January 31, 2024 at 2 pm |
| Short List Notification (week of) | February 12, 2024 |
| Interviews (week of) | February 19, 2024 |
| Final Selection/Contract Award | February 26, 2024 |
| Design and Pricing Complete | May 15, 2024 |
| Project Completion | June 2026 |

GFIAA reserves the right to modify the deadline set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum.

MANDATORY ON-SITE CONFERENCE AND SITE INSPECTION

| CONFERENCE DETAILS | |
|--------------------------------|---|
| Conference Date | January 17, 2024 |
| Conference Time (local) | 10 am |
| Conference Location | ARFF building (directions will be provided) |

A pre-submission conference and site inspection are scheduled for this request. Interested participants should email their interest to by January 10th. The general format will be a 1-hour introduction where GFIAA project personnel including facilities managers, procurement officers, and project managers will provide a project overview and Q&A, and a tour the facility.

Equal opportunity will be provided for all Respondents to ask questions.

NOTICE: Attendees should arrive a minimum of five (5) minutes before the scheduled date and time. Attendees will not be allowed to sign in after the conference has commenced. If a firm representative does not sign in prior to the scheduled pre-submission conference, their firm will not be considered.

Attendees requiring special services are asked to provide their requirements to the GFIAA at least forty-eight (48) hours in advance to allow for accommodations.

Discussions between the Respondent and airport staff during the on-site inspection do not override any written specification or correspondence provided in this solicitation.

| RSVP FOR CONFERENCE | |
|--|--------------------|
| Contact Name | AJ Nye |
| Contact Email (preferred)/Phone Number | purchasing@grr.org |

Respondents shall not communicate with the above contact for any reason other than for on-site inspection purpose. Any Respondent requesting a modification to the written specification should contact the Purchasing Department as instructed within this request.

WORK SCOPE

The integrated solar photovoltaic (PV) array will be installed on the roof of the ARFF, this building was constructed in 1984 and modified in 2001. Walls consist of concrete block and roof consists of aluminum metal on purlins. The symmetrical gabled roof clear-span steel framing with 1/12 slope. Columns and beams form one rigid element at 24-foot intervals. No design loading information is available.

The ARFF is fed by a Consumers Energy 12,470V primary radial feed that dead ends at the building transformer and is not connected to the Authority Owned electrical primary system. The current system has a consumers energy transformer that changes the 12,470V system to 120/208V three-phase system for use at the building. Per the utility, the maximum draw of the building is 58KW. Energy use at the building is not currently monitored by the Authority. It is metered by the utility and cost of energy is billed to us monthly and paid. The building is not tied into our current digital metering system (which is expected to be brought online in the near future), and there are currently no projects or efforts planned to add this building or its electric usage to this new system.

The building's electrical system/usage is not currently monitored by the Airport's EMS/BMS.

GFIAA has conducted a glare analysis of the ARFF roof and determined that the array would be in compliance with FAA requirements ([Link to the FAA policy](#)). The structural as-built drawings indicate that the roof has sufficient strength to support the approximately 4 lbs/square foot weight of the PV array.

The contractor will design and install a PV array and battery system at the ARFF.

This system shall consist of:

- An approximately 100 kW roof-mounted PV array
- An approximately 350 kWh battery to be located either inside or outside the building
- All necessary switchgear and other connections to integrate the PV array and the battery with the building, including a battery management system, and eventual connection with EV/eGSE charging
- All necessary programmable controls/logic for the system to integrate and operate seamlessly with GRR's energy management system/building management system

The contractor will develop and review with GFIAA design documents that show, at minimum:

- The size and layout of the solar array
- The configuration, materials, and attachments for modules and any supporting structure on the roof
- Any modifications that must be made to the roof for access and safety e.g. attachments for worker safety harnesses, ladders, railings, etc.
- Inverter location, size, and electrical connections
- Battery location, size, electrical connections, and battery management system
- The location and configuration of electrical connections to the building's electrical system and distribution loop
- Final confirmation that the design is in compliance with the FAA 2021 glare policy which encourages modeling of the PV array to demonstrate that there is no potential for glint and glare to have ocular impact to the airport's air traffic control tower (ATCT) cab. Note that the FAA is planning to construct a new ATCT at GRR to be located to the east of the ARFF and this future location will need to be considered in glare analysis.

The ARFF will be the site for future eGSE and EV charging. The EV charging stations will be installed as a separate project, but it will be necessary for the two projects to be coordinated, particularly with respect to electrical systems.

The intent is for the PV/battery system to operate behind the meter and primarily serve the electricity requirements of the building and, eventually, the EVs/eGSE that will charge there. The battery should be able to charge both from the PV array and from the airport's electrical distribution system. However, GFIAA recognizes that until there is a significant EV/eGSE presence at the airport, a 100 kW PV system will generate considerably more electricity than is required on the site.

GFIAA is therefore open to suggestions for interim configurations to optimize the usefulness of the system as the electric fleet expands. This could include interconnecting with the electrical loop that

serves the ARFF (assuming this is practical) or, if there is the potential for this system to contribute to the airport's participation in Consumers Energy's demand-side management (DSM) program, GFIAA would be interested to see contractors' ideas for such an arrangement in their responses.

For reference, the record drawing plans of the existing ARFF are available here:

<https://www.grr.org/business-opportunities> under "bids and proposals"

REQUESTS FOR INFORMATION

Questions regarding this solicitation are to be submitted in writing to purchasing@grr.org prior to 2 p.m. on January 19, 2024.

GFIAA reserves the right to publish and respond to an inquiry, respond directly to the inquirer without publishing or not respond to the inquiry at its sole discretion. Unless otherwise indicated, all questions will be compiled into one document and answers will be issued as a Questions & Answers document within 4 days after the question deadline.

It is the firm's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this solicitation. Lack of understanding or misinterpretation of any portions of this solicitation shall not be cause for withdrawal after opening or for subsequent protest of award.

Addendums will only be published by the GFIAA Purchasing Department and available for review at www.grr.org.

INSTALLATION

All work is to be done in a first-class workmanlike manner. All debris (packing materials, replaced materials, etc.) are to be cleaned up and removed by the workers.

The successful Respondent is responsible for obtaining all necessary permits and licenses so the completed work complies with all applicable codes, ordinances, regulations, standards, and laws. The cost of such permits and licenses is understood to be a part of the bid price. Any fines, fees, or other costs taxed or charged to Kent County because of the successful bidder's violation(s) of any laws, standards, etc. will be paid by the successful bidder.

Dimensions furnished are for general reference only. Respondents must take their own measurements as necessary for preparing their response.

All materials are to be new, not refurbished, and free from corrosion, scratches, or other such defects which present other than a new appearance.

SUBMISSION FORMAT

Submissions should include and will be evaluated on the elements outlined below:

Executive Summary – One (1) page maximum

Summarize the Respondent's strong points and how experience, particularly with similar responsibilities, will benefit the stakeholders.

Business Organization – One (1) page maximum

State the full name and address of the organization and, if applicable, the branch office, consultants, or other subordinate elements that will provide or assist in providing the service. **Include phone number(s), email address(s)** and Respondent's website address.

Project Understanding and Approach – Eight (8) pages maximum

Provide an overview of your understanding of the ARFF Solar/Battery project and your approach to the design, procurement, and construction phases. Describe specifically the Respondent's intended process and responsibilities. Identify important steps that will be taken to meet the GFIAA's expectations and identify deliverables with an implementation plan and schedule. Examples of related successes by the proposed team and proposed team members may be referenced throughout the project approach summary.

Project Staffing – Four (4) pages maximum

Provide a chart with the staff you are committing to the solicitation for both design and construction phases. Show lines of authority and communication and provide a brief role description with responsibilities for each person as they relate to the solicitation as well as each staff member's key credentials.

References – Six (6) pages maximum

Provide a minimum of three (3) relevant references, preferably for projects of similar scope and complexity (i.e. battery-integrated PV). Include the names of the projects, location, completion date, project cost, proposed ARFF PV/Battery team members that were part of the referenced project and their role on the prior project, and specific challenges/solutions; identify project team members and references for each project including telephone numbers and email addresses.

EVALUATION CRITERIA

The Airport will appoint a Proposal Evaluation Team to evaluate the Proposals, and the evaluation process will use the following criteria and scoring:

- Completeness of the Response (Pass/Fail)

- Proposer Qualifications and Experience
- Strength of qualifications and experience of proposing firms and key personnel
- Strength of project references, completion of projects equivalent to those included in this RFP, and success in maintaining project budgets and schedules
- References
- Implementation Plan and Schedule
 - Schedule is realistic and reflects the FAA/AIP and GRR timelines as described in this RFQ
- Proposal Supplement

STATEMENT OF QUALIFICATIONS SUBMISSION

Responses may be delivered electronically or physically. To be considered, complete submissions must be received prior to the due date and time specified (local time).

- Electronic responses can be securely uploaded as a single pdf document to:

<https://www.dropbox.com/request/ly9jGASAso7A7oc7gZLJ>

Electronic submissions shall be named with a form or portion of the firm's name as part of the document name.

- Hard copy responses can be mailed or otherwise delivered to the address below.

Submission address:

Attn: AJ Nye, Procurement Specialist

Gerald R Ford International Airport Authority

5500 44th St SE

Grand Rapids, MI 49512

The firm certifies the response submitted has not been made or prepared in collusion with any other respondent and the prices, terms or conditions thereof have not been communicated by or on behalf of the respondent to any other respondent prior to the official opening of this request. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to the making of false statements.

Submissions may be withdrawn by written request only if the request is received on or before the opening date and time.

Submissions not meeting these criteria may be deemed non-responsive.

GFIAA is not liable for any costs incurred by any prospective firm prior to the awarding of a contract, including any costs incurred in addressing this solicitation.

TERMS AND CONDITIONS

GFIAA reserves the right to require that its standard terms and conditions apply to any actual order placed in response to a firm's submission. No attempt to modify GFIAA's Standard Terms and Conditions shall be binding, absent agreement on such modification in writing and signed by GFIAA.

No payment shall be made to the Respondent for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless changes in or additions to the contract requiring additional outlay by the Respondent shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the GFIAA.

The intent of these specifications is to solicit a properly designed and all-inclusive response. Any requirements not in the specifications, but which are needed for such a response, are to be included in the submission.

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

The Respondent shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Respondent shall observe and comply with all applicable federal, state, and local laws, ordinances, rules and regulations at all times during the completion of any contract with the GFIAA.

Title VI Solicitation Notice:

The Gerald R. Ford International Airport 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.

A **Disadvantaged Business Enterprise (DBE)** participation goal of five percent (5.0%) has been established for the project.

Award of contract is also subject to the following Federal provisions:

- TITLE 49 United States Code, SECTION 50101 – Buy American Preferences
- Title VI of the Civil Rights Act of 1964, as amended, (Title VI)
- DOL Regulation 29 CFR Part 5 – Davis Bacon Act
- Certification Regarding Debarment and Suspension (Non-Procurement) Title 2 CFR Part 180 & Title 2 CFR Part 1200
- DOT Regulation 49 CFR Part 26 Disadvantaged Business Enterprise Participation
- DOT Regulation 49 CFR PART 30 - Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors (Foreign Trade Restriction).
- Lobbying Federal Employees - 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J) 49 CFR part 20, Appendix A AB-3
- Procurement of Recovered Materials – 2 CFR § 200.322, 40 CFR part 247 and Solid Waste Disposal Act

The terms of this request shall be interpreted, construed and enforced pursuant to the laws of the State of Michigan, and the Parties irrevocably consent to the jurisdiction of the federal and state courts presiding in Michigan.

The GFIAA is tax-exempt and a regional airport authority organized under 2015 P.A. 95, being MCL 259.137 et. seq.

Vendor Representation and Warranty Regarding Federal Excluded Parties List: The Respondent acknowledges that the GFIAA may be receiving funds from or through the Federal Government; such funds may not be used to pay any Respondent on the Federal Excluded Parties List (EPLS). The Respondent represents and warrants to the GFIAA that it is not on the Federal EPLS. If the Respondent is in non-compliance at any time during execution or term of this agreement (including any extensions thereof), the Respondent shall be in breach and the GFIAA shall be entitled to all remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the Respondent, all consequential damages (including the loss of grant funding or the requirement that grant funding be returned), and attorney fees (including the costs of in-house counsel) sustained as a

result of the Respondent's non-compliance with this warranty and representation.

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

Insurance requirements are posted on the Documents and Forms page of the GFIAA website within the Purchasing Terms and Conditions document.

Termination For Cause: Should the firm fail to perform the Work as required by and in accordance with the schedule or time requirements, or otherwise violate any of the terms set forth in the Solicitation Request, it shall constitute breach of the Contract. Other than in force majeure situations, Respondent shall have five (5) calendar days to cure a breach of the Contract (the "Cure Period") following issuance of GFIAA written notice. Failure to cure a breach of the Contract within said Cure Period shall allow the GFIAA to, without further notice to the Respondent, declare the Contract terminated and proceed with the replacement of the Respondent and the GFIAA shall be entitled to all remedies available to it at law or in equity including a claim against any required payment/performance bonds.

Termination Without Cause: Notwithstanding any other provision, at any time and without cause, GFIAA shall have the right, in its sole discretion, to terminate the contract by giving sixty (60) days written notice.

Although it is the intent to contract with one provider, the GFIAA reserves the right to contract with alternate sources if the Respondent is unable or unwilling to service its obligation, or it is deemed by GFIAA to be in its best interest to use alternate sources.

Assignment: Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.

Respondent warrants that they are an authorized provider of products or services of his/her submission.

MICHIGAN FREEDOM OF INFORMATION ACT

Information submitted in this solicitation is subject to the Michigan Freedom of Information Act and may not be held in confidence after the Respondent's submission is opened. A submission will be available for review after the project has been awarded.

GFIAA cannot assure that all of the information submitted as part of or peripheral to the Respondent's submission will be kept confidential. Any Respondent submission language designated as confidential is considered automatically invalid and void. GFIAA is subject to the Michigan Freedom of Information Act, which prohibits it from concealing information on or associated with responses, successful or unsuccessful, once they are opened.

EVALUATION, STATUS UPDATES/AWARD NOTIFICATION

The Authority reserves the right to request additional information it may deem necessary after the submissions are received.

As part of the evaluation process, Respondents may be requested to make an oral presentation, at the Respondent's expense, to an evaluation committee. Key staff to be assigned to this project must participate in this presentation unless otherwise waived by the Authority. The presentation may be followed by a question-and-answer session.

The Authority reserves the right at its discretion to waive irregularities of this solicitation process.

In the event of extension errors, the unit price shall prevail and the Respondent's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Respondent's total will be corrected accordingly. Respondent must check their submission where applicable. Failure to do so will be at the Respondent's risk. Submissions having erasures or corrections must be initialed in ink by the Respondent. Respondents are cautioned to recheck their submissions for possible errors.

The Respondent shall not be allowed to take advantage of error, omissions or discrepancies in the specifications.

The Authority, at its sole discretion, reserves the right to award to the Respondent whose response is deemed most advantageous to the Authority. The Authority, at its sole discretion, shall select the most responsive and responsible Respondent and evaluate all responses based on the requirements and criterion set forth in this solicitation while reserving the right to weigh specifications and other factors in the award. The Authority reserves the right to reject any and all submissions as a result of this solicitation.

The Authority reserves the right to award by line item when applicable and to accept or reject any or all parts of a submission.

Accelerated discounts should be so stated at the time of submission. If quick-pay discounts are offered, The Authority reserves the right to include that discount as part of the award criterion. Prices must, however, be based upon payment in thirty (30) days after receipt, inspection, and acceptance. In all cases, quick-pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

Award notifications are posted on the Authority website. It is the Respondent's responsibility to monitor the website for status updates.

PROPOSAL SUPPLEMENT
FOR
GERALD R. FORD INTERNATIONAL AIRPORT GRAND RAPIDS,
MICHIGAN

RFQ 2343

Solar PV/Battery Systems – Design / Build Services

SUBMITTED BY:

The BIDDER acknowledges that the Owner has established a contract Disadvantaged Business Enterprise (DBE) goal of 5% for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified DBE, as defined in 49 CFR Part 26 for purposes of meeting the Owner's established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent".

The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the wage rate determination included in the Project Documents as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirements to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the BIDDER under this project.

The Contractor to whom the work is awarded shall agree for itself and all subcontractors to adhere to the terms and provisions of the Michigan Fair Employment Practices Act.

Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all the following conditions:

1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5
2. Has 50 or more employees
3. Is a prime contractor or first tier subcontractor
4. There is a contract, subcontract or purchase order amounting to \$50,000 or more

Certifications by Bidder

1. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment

Opportunity:

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

Timetables

Goals for minority participation for each trade: 5.0%

Goals for female participation in each trade: 6.9%

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

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

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

3. Disadvantaged Business Enterprise (DBE) Goal Statement:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all Bidders/Offerors, including those who qualify as a DBE. A DBE contract goal of five percent (5%) has

been established for this contract. The Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

CERTIFICATE OF BIDDER/OFFEROR for the above:

The undersigned Bidder/Offeror has satisfied the requirements of the DBE requirements of the Bid Documents in the follow manner (please check the appropriate space):

- The Bidder/Offeror is committed to a minimum of _____% DBE utilization on this contract.
- The Bidder/Offeror is unable to meet the DBE goal provided herein and is committed to a minimum of _____% DBE utilization on this contract and will submit documentation demonstrating good faith efforts.

4. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8):

The BIDDER, as a potential federally-assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a 'covered transaction'.

The successful bidder shall accomplish this by:

- a. Checking the System for Award Management at website: www.sam.gov;
- b. Collecting a certification statement; or,

- c. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

6. 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:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

7. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions:

The bidder must complete the following two certification statements. The bidder 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 bidder 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 bidder 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 bidder represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If a bidder responds in the affirmative to either of the above representations, the bidder 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 bidder therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

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

8. Trade Restriction Certification (49 CFR Part 30):

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

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

person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

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

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

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

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

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

CERTIFICATE OF BIDDER/OFFEROR for the above:

BIDDER/OFFEROR NAME: _____

ADDRESS: _____

TELEPHONE No.: _____

FAX No. _____

SIGNATURE _____

IRS NUMBER _____

ATTACHMENTS TO THIS PROPOSAL

The following documents are attached to and made a part of this Bid:

1. Statement of Previous Contracts
2. List of Subcontractors
3. Completed DBE forms "Utilization Statement"
4. Schedule C – DBE Participation Documentation Format with DBE Goal will not be met
5. Buy America Certification

Statement of Previous Contracts

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has _____ has not ____ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 10925 dated March 6, 1961, or Executive Order 11114 dated June 22, 1963, or Executive Order 11246 dated September 24, 1965.

The BIDDER has _____ has not ____ submitted compliance reports in connection with any such contract as required by applicable instructions.

If the BIDDER has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports as required by applicable instructions, the BIDDER (Proposer) shall submit a compliance report on Standard Form 100, "Employer Information Report EEO-1" with the BID or proposal.

It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the CONTRACTOR and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under construction safety and health standards promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

The BIDDER hereby certifies that there has been/will be full compliance with all labor provisions in the contract and all subcontracts made under the contract and it is not debarred.

List of Subcontractors

In the spaces below, the BIDDER shall list the names and addresses of any subcontractors to which the BIDDER proposes to sublet work to be done under this CONTRACT. The BIDDERS shall also state that portion of the work by Item No. and/or Description sublet to each subcontractor.

| <u>Item No.</u> | <u>Description</u> | <u>Name of Subcontractor</u> | <u>Subcontractor's Address</u> | <u>DBE or SBE (Y/N)</u> |
|-----------------|--------------------|------------------------------|--------------------------------|-------------------------|
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Date: _____ Signed: _____



Letter of Intent

(This page shall be submitted for each Subcontractor)

Bidder/Offer Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____

Subcontractor: Firm Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____

Contact Person: Name: _____ Phone: () _____

DBE Certifying Agency: _____ Expiration Date: _____

If applicable each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Subcontractor Firm Age: Less than 1 year 1-3 years 4-7 years
 8-10 years More than 10 years

Annual Gross Receipts: Less than \$500,000 \$500,000-\$1M \$1M-2M
 \$2M-\$5M Greater than \$5M

Classification: Prime Contractor Subcontractor Small Business
 Manufacturer Supplier Joint Venture

| Work item(s) to be performed by Subcontractor | NAICS ¹ | Description of Work Item(s) | Quantity | Subcontract Amount |
|---|--------------------|-----------------------------|----------|-----------------------|
| | | | | |
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| | | | | |

¹ Applies to DBE subcontractors or vendors only

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

Total Subcontractor Amount: \$ _____ Percent of Total Contract: _____ %

Affirmation

The above-named firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____

(Signature)

(Title)

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Utilization Statement - Disadvantage Business Enterprise

The undersigned Bidder/Offeror has satisfied the requirements of the bid specification in the following manner. *(Please mark the appropriate box)*

- The Bidder/Offeror is committed to a minimum of ___% DBE utilization on this contract.
- **The Bidder/Offeror, while unable to meet the DBE goal of ____%, hereby commits to a minimum of ___% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).**

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Bidder's/Offeror's Firm Name

Signature Date

DBE Utilization Summary

| Percentage | <u>Contract Amount</u> | <u>DBE Amount</u> | <u>Contract</u> |
|----------------------|-------------------------------|--------------------------|------------------------|
| DBE Prime Contractor | \$ _____ x 1.00 = | \$ _____ | _____ % |
| DBE Subcontractor | \$ _____ x 1.00 = | \$ _____ | _____ % |
| DBE Supplier | \$ _____ x 0.60 = | \$ _____ | _____ % |
| DBE Manufacturer | \$ _____ x 1.00 = | \$ _____ | _____ % |
| Total Amount DBE | | \$ _____ | _____ % |
| DBE Goal | | \$ _____ | _____ % |

* If the total proposed DBE participation is less than the established DBE goal, Bidder/Offeror must provide written documentation of the good faith efforts as required by 49 CFR Part 26. See Schedule C.

Schedule C

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION DOCUMENTATION FORMAT WHEN DBE GOAL WILL NOT BE MET

1. Announcement: List each publication directed at DBE's in which an announcement or notification was placed and attach a copy of each announcement from each publication.

Name of Publication: _____

Address: _____

Dates of Announcements: _____

Target Audience: _____

Geographic Distribution: _____

Specific Subcontract Announced: _____

Bidder's Estimate of Approximate Dollar Value of Subcontract Announced: _____

2. Contract Associations: List all majority and DBE construction contractor associations, construction supply associations, or general business associations notified and attach a copy of each notification letter.

Name and Phone Number of Association: _____

Date of Follow-Up Call: _____

Name of Caller: _____

Name of Association Representative Spoken To: _____

If no call, why not? Explain: _____

3. List all DBE's from which a quotation was received and will not be used as a subcontractor:

Company Name: _____

Address: _____

Contact Person and Phone Number: _____

Segment of Work to be Subcontracted: _____

Amount of Subcontract Quotation: _____

4. Information concerning the subcontractor(s) who will be used:

Name: _____

Address: _____

Contact Person and Phone Number: _____

Segment of Work to be Subcontracted: _____

Amount of Subcontract Quotation: _____

Dates of Negotiation Meetings: _____

Place and Attendees: _____

Buy America Certification
(Title 49 U.S.C. Section 50101)

| | |
|----------------------|--|
| PROJECT NAME: | |
| AIRPORT NAME: | |
| AIP NUMBER: | |

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

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

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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

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

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

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless

extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
 - a. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - b. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - c. To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

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

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

Date

Signature

Company Name