

**Oelwein Municipal Airport  
City of Oelwein  
Oelwein, Iowa**

**FAA AIP Project #3-19-0067-015 (BIL-AIG- 2025)**

**Acquire Snow Removal Equipment  
(Carrier Vehicle and Snow Plow)**

**Bid Opening Date May 22, 2025, 1:30 P.M., Local Time**

**M-B Companies, Inc.  
201 MB Lane  
Chilton, WI 53014  
920-898-1011**

**Oelwein Municipal Airport, City of Oelwein, Oelwein, Iowa,  
FAA AIP Project #3-19-0067-015 (BIL-AIG- 2025),  
Acquire Snow Removal Equipment (Carrier Vehicle and Snow Plow),  
Bid Opening Date May 22, 2025, 1:30 P.M., Local Time**

May 15, 2025

City of Oelwein  
Fayette County, Iowa  
20 – 2nd Avenue SW  
Oelwein, Iowa 50662

Dear Sir / Madam:

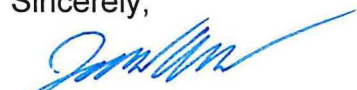
Thank you for allowing the M-B Companies, Inc. to bid on this project.

M-B Companies confirms that the equipment proposed in this bid meets or exceeds the applicable standards of SAE ARP5943.

We have been designing, manufacturing, integrating, and servicing Airport snow removal equipment for many years with great success. The enclosed customer reference listing prominent airports can attest to the fact that M-B has successfully provided similar equipment required in the bid specifications.

M-B Companies, Inc. will stand behind your equipment and will support your efforts. Please check our website at [www.m-bco.com](http://www.m-bco.com) where a history of our 100-year tradition is described. All questions, concerns, issues or omissions that need to be addressed can be forwarded to me. My direct telephone number is 920-898-1011. Thank you again for allowing us to participate in this project.

Sincerely,



Joshua Abler  
Inside Sales Manager MB  
M-B Companies, Inc.



## Capabilities Statement

### About MB

Since 1907, M-B Companies has been committed to providing airport maintenance departments across the country with reliable snow removal equipment. Since 2017, MB is a brand of the Aebi Schmidt Group, a global leader of intelligent solutions for the treatment of mission critical infrastructure areas and demanding terrain.

We take pride in quality, as well as in continuous improvement, of our customer service and manufacturing processes. In 2021, our production facility in Chilton was substantially modernized, enabling us to improve process flows throughout the facility with increased crane capabilities, fabrication and assembly areas, as well as shipping and receiving areas, cutting-edge automated paint and powder coating finishing lines—all leading to increased production, safety and more efficient performance.

### Our Products & Services

M-B Companies has successfully filled many large and small orders of snow removal equipment for all sizes of airports around the world. We boast a full line of airport maintenance equipment with only a small reliance on outside OEM supplier support. To satisfy your snow removal and sweeping needs, we offer blowers, plows, brooms (tow behind and truck mounted), sanders, spreaders, deicers, multi-purpose and multi-tasking configurations on a large variety of heavy-duty truck chassis.

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

### M-B Companies, Inc.

#### Airport Maintenance Products

201 MB Lane | Chilton, WI 53014

Phone: +1 800 558 5800 | Fax: +1 920 849 2629

[www.m-bco.com](http://www.m-bco.com)

#### Doug Blada | General Manager MB Airport

+1 920 898 1005 | [doug.blada@aebi-schmidt.com](mailto:doug.blada@aebi-schmidt.com)

#### Sales

##### Alan Luke | Sales MB Airport, Eastern Region

+1 804 306 5550 | [alan.luke@aebi-schmidt.com](mailto:alan.luke@aebi-schmidt.com)

##### Jessie Carr | Sales MB Airport, Western Region

+1 920 242 4134 | [jessie.carr@aebi-schmidt.com](mailto:jessie.carr@aebi-schmidt.com)

##### Josh Abler | Manager Inside Sales MB Airport

+1 920 898 1011 | [josh.abler@aebi-schmidt.com](mailto:josh.abler@aebi-schmidt.com)

#### Parts/Service

##### Aaron Schulz | Manager After Sales Spare Parts MB Airport

+1 920 898 1022 | [aaron.schulz@aebi-schmidt.com](mailto:aaron.schulz@aebi-schmidt.com)

##### Steve McDermott | Manager Field Service MB Airport

+1 920 483 0288 | [steve.mcdermott@aebi-schmidt.com](mailto:steve.mcdermott@aebi-schmidt.com)



MB Airport Maintenance Products production facility and  
Aebi Schmidt Group North America Headquarters-Chilton, WI

### Our Values



#### RESULTS ORIENTED

We contribute and add value to the Aebi Schmidt Group.



#### INNOVATION

We break new grounds.



#### INTEGRITY

We strive for long-term relationships.



#### PASSION

We are part of a winning team.



#### CUSTOMER FOCUSED

We improve the performance of our customer.



#### COLLABORATION

We strive together for one common goal.

### Professional Organization Affiliations:





  
Joshua Abler 5/20/2025

AECOM tel. 319-232-6531  
501 Sycamore Street fax 319-232-0271  
Suite 222  
Waterloo, Iowa 50703  
www.aecom.com

**ADDENDUM NO. 1  
TO THE  
BIDDING DOCUMENTS  
FOR THE ACQUIRE SNOW REMOVAL EQUIPMENT  
(CARRIER VEHICLE AND SNOW PLOW) FOR  
OELWEIN MUNICIPAL AIRPORT**

**IN THE CITY OF OELWEIN, IOWA  
FAA AIP 3-19-0067-015 (BIL-AIG-2025)  
AECOM #60743105**

**Date:** May 20, 2025

**Bids Close:** **May 22, 2025, 1:30 p.m.**

**TO ALL BID PROVIDERS ON THE ABOVE PROJECT:**

All bid providers submitting a bid on the above contract shall carefully read this Addendum and give it consideration in the preparation of their bid.

- I. Notice of Public Hearing
  - Revise "BEGINNING AND COMPLETION DATES" paragraph to require delivery of the vehicle/equipment to the Oelwein Municipal Airport to be within **500** calendar days.
- II. General Terms and Conditions
  - Revise "DELIVERY" paragraph to require delivery of the vehicle/equipment to be within **500** calendar days of the date of the Notice-to-Proceed or issues Purchase Order.
- III. Proposal Form
  - Revise paragraph f under "ACKNOWLEDGEMENTS BY BIDDER" to show project completion within **500** calendar days from the commencement date specified in the Notice-to-Proceed or Purchase Order.
  - Revise the second paragraph under item g "FAA Buy American Preference" to include the following section: **"The successful bidder or offeror must complete and submit FAA form 5100-136 "BUY AMERICAN PROJECT/PRODUCT CONTENT PERCENTAGE CALCULATION-WORKSHEET" and FAA form 5100-137 "BUY AMERICAN PREFERENCES – FINAL ASSEMBLY QUESTIONNAIRE" within 14 calendar days of receipt of their bid or offer, not with the initial bid package. The Airport Sponsor/Owner will reject the successful bid as nonresponsive if the bidder is not able to provide this information within 14 calendar days."**
- IV. Contract
  - Revise "Article 5 – Contract Time" paragraph to show contract completion of said work within **500** calendar days of commencement date state within the Notice-to-Proceed.
- V. Attachments:
  - None
- VI. Any revisions or clarifications to the Bid Package made by this Addendum shall be considered as the same revision or clarification to any and all related areas of the Bid Package not specifically called out in this Addendum.
- VII. The bid provider shall acknowledge receipt of this Addendum by inserting the Addendum number and date in the spaces provided on page P-1 of the PROPOSAL FORM. Failure to insert the appropriate Addendum number(s) and date(s) for any and all Addenda issued on this project could cause your



submittal to be considered non-responsive.

David B. Hughes, PE  
Project Manager  
AECOM  
david.hughes@aecom.com



*Contract Documents and Specifications for:*

**Acquire Snow Removal Equipment  
(Carrier Vehicle and Snow Plow)  
Oelwein Municipal Airport  
Oelwein, Iowa**

**FAA AIP Project #3-19-0067-015 (BIL-AIG-  
2025)**

**AECOM #60743105**

*Prepared For:*  
City of Oelwein  
20 - 2<sup>nd</sup> Avenue SW  
Oelwein, Iowa 50662

*Prepared By:*  
AECOM  
500 SW 7<sup>th</sup> Street, Suite 301  
Des Moines, Iowa 50309

AECOM  
501 Sycamore Street, Suite 222  
Waterloo, Iowa 50703

*May 12, 2025*



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

ACQUIRE SNOW REMOVAL EQUIPMENT  
(CARRIER VEHICLE AND SNOW PLOW)

AT THE  
OELWEIN MUNICIPAL AIRPORT  
OELWEIN, IOWA

FAA AIP PROJECT #3-19-0067-015



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the state of Iowa.

*David B. Hughes*

DAVID B. HUGHES, P.E.

May 12, 2025

Date

License No. 13037

My license renewal date is December 31, 2025

Pages or sheets covered by this seal:

All Pages

May 12, 2025

**ACQUIRE SNOW REMOVAL EQUIPMENT  
(CARRIER VEHICLE AND SNOW PLOW)  
AT THE  
OELWEIN MUNICIPAL AIRPORT  
IN THE  
CITY OF OELWEIN, IOWA  
FAA AIP PROJECT #3-19-0067-015**

**CONTRACT DOCUMENTS**

**TABLE OF CONTENTS**

	<u>Page No.</u>
1. NOTICE OF PUBLIC HEARING AND NOTICE TO BIDDERS .....	NPBH-1 - 3
2. INSTRUCTIONS TO BIDDERS .....	ITB-1 - 5
3. GENERAL TERMS AND CONDITIONS .....	GTC - 1 - 4
4. SUPPLEMENTARY PROVISIONS .....	SC - 1 - 7
5. PROPOSAL FORM .....	PF - 1 - 6
6. BUY AMERICAN CERTIFICATION .....	PF- 7 - 9
7. BUY AMERICAN PROJECT/PRODUCT PERCENTAGE CALCULATION .....	PF- 10 - 13
8. BUY AMERICAN PREFERENCES – FINAL ASSEMBLY QUESTIONNAIRE .....	PF- 14
9. UTILIZATION STATEMENT (DBE) .....	DBE-1 - 2
10. FORM OF CONTRACT AGREEMENT .....	CA - 1 - 4
 APPENDIX	
Specification for Carrier Vehicle and Snow Plow .....	T-1



**NOTICE OF PUBLIC HEARING  
On Proposed Plans, Specifications, Form of Contract  
And Estimate of Cost and the**

**NOTICE TO BIDDERS  
For the Taking of Construction Bids  
For the  
ACQUIRE SNOW REMOVAL EQUIPMENT  
(CARRIER VEHICLE AND SNOW PLOW)  
OELWEIN MUNICIPAL AIRPORT  
FAA AIP PROJECT #3-19-0067-015  
In the City of Oelwein, Iowa**

**RECEIVING OF BIDS**

Sealed proposals will be received by the City Clerk of the City of Oelwein, Iowa, at their office in City Hall in the said City on the 22<sup>th</sup> day of May, 2025, until 1:30 p.m., for the purchase of the following equipment, as described in the plans and specifications now on file in the Office of the City Clerk:

Item	Date of Bid Opening	Time of Bid Opening
<i>Carrier Vehicle and Snow Plow</i>	<i>May 22, 2025</i>	<i>1:30 p.m.</i>

All proposals must be received at the address indicated herein above prior to the time and date specified for bid opening. Bids received after the specified time and date of the bid opening will be returned unopened. The *City of Oelwein* shall not be held responsible or accountable for delays in the delivery of any proposal by the U.S. Postal Service or other courier service.

**OPENING OF BIDS**

All proposals received will be opened in the Council Chambers at City Hall in the City of Oelwein, Iowa, on the 22<sup>th</sup> day of May 2025, at 1:30 p.m., local time, and the proposals will be acted upon at such later time and place as may then be fixed.

**PUBLIC HEARING**

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the purchase of the above-described equipment at 6:00 p.m. on May 27, 2025, said hearing to be held in the Council Chambers in the City Hall in said City. The proposed plans, specifications, form of contract, and estimate of cost for said improvements heretofore prepared by AECOM are now on file in the office of the City Clerk for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth.

**SCOPE OF WORK**

The extent of work involved is for purchase and delivery of Snow Removal Equipment consisting of a *Carrier Vehicle and Snow Plow*.

## **BEGINNING AND COMPLETION DATES**

The purchase of the equipment under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed" and shall be delivered to the Oelwein Municipal Airport in 450 calendar days.

## **PLANS AND SPECIFICATIONS**

Plans and Specifications governing the purchase of the proposed equipment have been prepared by AECOM, which plans and specifications, and also the prior proceedings of the City Council referring to and defining said proposed equipment, are hereby made a part of this notice, and the proposed contract by reference shall be executed in compliance herewith.

Electronic copies of the Plans and Specifications, including instructions to bidders, technical specifications, standard terms and conditions, and proposal forms, are obtainable by a qualified bidder from the [Kimberley Smith - Kimberley.Smith@aecom.com](mailto:Kimberley.Smith@aecom.com), phone +1-319-874-6614 [AECOM](https://www.aecom.com), 501 Sycamore Street, Suite 222, Waterloo, Iowa 50703.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS**

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. The Owner has established a DBE contract goal of 0 percent for this contract. Award of this contract will be conditioned upon satisfying the requirements of this section.

## **BID SECURITY REQUIRED**

No bid security is required.

## **CONTRACT AWARD**

Bids may be held by the [City of Oelwein](https://www.cityofoelwein.org) for a period not to exceed 60 days from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

It is the intent of the [City of Oelwein](https://www.cityofoelwein.org) to make award of contract to the responsive and responsible bidder that submits the most advantageous bid. The right is reserved by the [City of Oelwein](https://www.cityofoelwein.org) to reject any and all bids and to waive any informality in the bids received.

This procurement action is governed by all applicable local, State and Federal regulations. Federal provisions include are not limited to the following:

Executive Order 11246 and DOL Regulation 41 CFR PART 60 - Affirmative Action to Ensure Equal Employment Opportunity

DOT Regulation 49 CFR PART 29 - Governmentwide Debarment and Suspension and Governmentwide Requirements for Drug-free Workplace

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).

TITLE 49 United States Code, CHAPTER 501 – Buy American Preferences

## **SALES TAX EXEMPTION CERTIFICATES**

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials or supplies in the performance of construction contracts let by the City of Oelwein.



Published pursuant to the provisions of Chapter 26 of the Code of Iowa and upon order to the City Council of said Oelwein, Iowa, on the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

CITY OF OELWEIN, IOWA

BY: \_\_\_\_\_  
Barbara Rigdon  
City Clerk

# INSTRUCTIONS TO BIDDERS

## **Bid Documents**

The bid documents are hereby defined as the following:

- Invitation-for-Bids
- Instructions-to-Bidders
- General Terms and Conditions
- Supplementary Provisions
- Technical Specifications
- Proposal Form with Attachments
- Form of Contract Agreement
- All Authorized Addenda Issued by the Owner
- Any Document Incorporated in Whole or in Part by Reference Therein

The term "Project Documents" as used herein shall be construed as being equivalent to the above defined bid documents.

All documents comprising the Project Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful bidder. Those individual elements of the Project Documents that are bound may not be removed or detached.

Prospective bidders may obtain a copy of the project bid documents from the designated office identified within the Invitation-for-Bids.

## **Bidder Representations**

By submittal of a bid proposal, the BIDDER represents the following:

- The Bidder has read and thoroughly examined all project documents.
- The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of the project.
- The Bidder has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- The Bidder has complied with all requirements of these instructions and the associated project documents.

## **Modifications to Project Documents**

Modifications to the project documents may only be made by written addendum issued by the Owner or the Engineer. Active bidder must not construe any verbal explanations, interpretations or comments made by the Owner or Owner's representative as binding. The Owner will transmit any Addenda to all known official plan holders. Each bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued addenda.

## **Errors and Discrepancies in Project Documents**

Should Bidder find an error, discrepancy, ambiguity or omission in the project documents prior to submittal of a proposal, the Bidder is obligated to contact the Owner or Engineer with written notice of the error, discrepancy, ambiguity or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity or omission.

Corrections or modifications to the project documents will only be made by written addendum as prescribed herein. By submittal of a Bid Proposal, Bidder represents that they have thoroughly reviewed the project documents and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the project work.

## **Clarifications and Interpretations**

A bidder requiring a clarification or interpretation of the project documents shall make a written request to the Owner or the Owners Representative. The Owner must receive the written request a minimum of seven (7) calendar days prior to the date of the bid opening.



**Issuance of Proposal Forms**

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should the bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the owner, if such regulations are cited or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder.
- c. Contractor default under previous contracts with the owner

**Form of Proposal**

Bidder shall make their bid proposal on the forms provided herein in the bound project documents. No bidder may submit more than one proposal. Bidder must use ink to indicate their proposal in a clear, legible written format. Bidder shall complete in a clear and legible manner, all blank spaces and certification statements in the proposal forms using ink. Bidder shall not qualify any bid item. Bidder shall initial in ink any erasures and alterations made on the proposal form by the bidder.

Bidder shall state the price of their bid in U.S. dollars and cents in both written and numeral format. In the event of a discrepancy, the owner will apply precedence to the written value of the proposal.

**Signature of Proposal**

The proposal shall be signed and dated by an authorized representative of the Bidder. All signatures shall be made with an ink pen. The Bidder's representative shall have the legal authority to obligate and bind the Bidder to the terms and conditions of the contract. The Bidder shall legibly state the name of the Bidder's representative, the legal name of the Bidder, the address of the Bidder including City, State and Zip Code, and the telephone number of the Bidder.

- For bids by corporations, an officer of the corporation shall sign the bid, the State of incorporation shall be identified and the corporate seal affixed.
- For bids submitted by an agent, evidence of the power of attorney shall be attached to the bid.
- For bids submitted by a partnership or joint venture, the proposal shall identify the name of all firms and the authorized parties of all firms. A copy of the partnership/joint-venture agreement shall be provided to the Owner as an attachment to the proposal.

**Modification or Withdrawal of Bid Proposal**

A Bidder may modify or withdraw their proposal at any point up to the specified time and date identified for receipt of proposals. Any request for bid withdrawal or modification by the Bidder that is received after the specified time and date for receipt of proposals will be returned unopened to the sender.

Any modification to a Bidder's proposal, subject to the time constraint noted herein, must be made on the proposal forms contained in the project manual. The Bidder's authorized representative must sign the modification. The modification shall be placed in a sealed envelope and the statement "Modification to Proposal" shall be legibly marked in the upper left hand corner. Withdrawal of a proposal may be made, subject to the time constraint noted herein, only with written confirmation under signature of the Bidder.

**Bid Guaranty**

No Bid Guaranty is not required.

**Bidder Qualifications**

Bidder shall submit with their proposal evidence of their ability, skill and experience to provide the equipment specified in the project documents. Evidence of experience shall include a listing of five previous customers in the past three years who were provided similar types of equipment.

**Exceptions/Deviations**

All exceptions or deviations to the technical specifications shall be identified in the proposal by listing the specification page number, paragraph number and requirement. A justification for the exception or deviation shall be provided under each listing.

**Buy America Preference**

As a matter of bid responsiveness, Bidder must indicate within their proposal how they intend to comply with the Buy America preferences established by 49 USC 50101. The bidder may choose to certify it will comply with Buy

America preferences by only installing steel and manufactured products that are 100% made in the United States. The bidder may also certify that they cannot fully comply with Buy America preferences and thus requests a waiver to Buy America preferences. A bidder that certifies they will meet Buy America preferences by requesting a waiver also agrees to prepare and submit a formal waiver request and the associated component cost calculation if selected by the owner as the apparent low bidder. The apparent low bidder must submit their formal waiver request and component cost calculation to the owner within the timeframe prescribed on the Buy America certification.

#### **Disadvantage Business Enterprise (DBE)**

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 City of Oelwein 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, including those who qualify as a Disadvantaged Business Enterprise.

The Owner has established a DBE contract goal of 0 percent for this contract. The Bidder/Offeree shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract 0 of the dollar value of the prime contract to certified DBE firms as defined in 49 CFR Part 26.

All bidders shall submit the following information with their proposal on the forms provided:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm participating;
- (4) Written documentation of the Bidder/Offeree's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- (5) Evidence of good faith efforts undertaken by the bidder, as described in appendix A to 49 CFR Part 26.

The successful Bidder will be required to provide written confirmation from the participating DBE firms verifying their intent to participate as in the project. The successful bidder shall submit this written confirmation to the owner "prior to execution of a contract."

#### **Submission of Bid Proposal**

Prospective bidders must submit their proposal to arrive at the office location identified within the Notice to Bidders at the specified time and date for receipt of bids. The owner will not give consideration to any proposal received after the specified time. Owner will return late proposals in an unopened manner to the return address identified on the envelope.

Prospective bidders shall enclose their proposal in a sealed opaque envelope. The upper left hand corner of the envelope shall be marked as follows:

#### **Sealed Bid Proposal**

Bid of {Insert Name of Bidder}

For furnishing: Acquire Snow Removal Equipment (Carrier Vehicle and Snow Plow)

AIP Project No.: 3-19-0067-015

To be opened at: March 20, 2025; 1:30 p.m.

For a modification to a previously submitted proposal, insert "Modification to Proposal" in place of "Sealed Bid Proposal"

#### **Bid Protest Procedure**

Any potential bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format 72 hours prior to the specified time of the bid opening. The formal written protest must identify the name of vendor contesting the solicitation, the project name and number, and the specific grounds for the protest. All determinations made by the Owner are final. Bidders desiring a complete copy of the Owners protest procedures must make a written request to the Owner.

#### **Bid Opening**

The Owner or the Owner's representative will publicly open and read aloud all proposals submitted prior to the stated time and date for receipt of bids. Bidders, their authorized agents, and other interested parties are invited to attend. Owner will automatically reject any proposal without consideration that arrives after the stated time and date for receipt of bids. Owner will return late proposals in an unopened manner to the return address indicated on the envelope.



### **Evaluation of Proposals**

The Owner reserves the rights to hold all proposals for purpose of review and evaluation by the Owner for a period not to exceed 60 calendar days from the stated date for receipt of bids. The Owner will tabulate all bids and verify proper extension of unit costs. The Bidder shall honor their proposal for the duration of this period of review and evaluation.

### **Bid Informalities and Irregularities**

The Owner reserves the right to waive any informality or irregularity discovered in any proposal, which in the Owner's judgment best serves the Owner's interest. In the situation where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will govern. In the event of a discrepancy between the written and numeral values, the written value shall take precedence.

### **Irregular Proposals**

Proposals meeting the following criteria are subject to consideration as being irregular:

1. If the proposal is on a form other than that furnished by the Owner or Owner's representative.
2. If the form furnished by the Owner or Owner's representative is altered or detached from the original document.
3. If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
4. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized pay items, for which the Bidder is not required to furnish a unit price.
5. If the proposal contains unit prices that are obviously unbalanced.

### **Disqualification of Bid Proposals**

The Owner reserves the right to reject any or all bids, as determined to be in the best interest of the Owner.

Causes for rejection of proposals include but are not limited to:

- Submittal of an irregular proposal;
- Submittal of more than one proposal from the same partnership, firm or corporation;
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- Failure by Bidder to provide all information required of the bid forms;
- Failure by Bidder to comply with the requirements of bid instructions;
- Failure by the Bidder to demonstrate good faith efforts in obtaining participation by certified DBE firms;
- Failure by the Bidder to certify how it intends to meet Buy America requirements (Buy America Certification)
- Determination by the Owner that Bidder is not qualified to accomplish the project work;
- Determination by the Owner that the Bidder has placed conditions on or has qualified their proposal;
- Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
- Inclusion of the Bidder on the "Excluded Parties Listing System" as maintained and published by the General Services Administration;
- Evidence of collusion among bidders.

### **Cancellation of Award**

At any time prior to execution of a contract agreement, the Owner reserves the right to cancel the award for any reason without liability to the Bidder.

### **Notice of Award of Contract**

It is the intent of the Owner, after a period of review and evaluation, to award a contract to the responsible bidder that submits the lowest responsive proposal. At the discretion of the Owner, the Owner may elect to issue a purchase order in lieu of a formal written contract agreement.

The Owner will notify the successful bidder that their bid is acceptable through the issuance of a Notice-of-Award. The Bidder shall not construe the issuance of the Notice-of-Award as a binding agreement. The proper execution of a contract agreement or the issuance of a purchase order shall serve as the binding agreement.

### **Federal Funding Assistance**

It is the intent of the Owner to seek Federal participation assistance for this project under the Airport Improvement Program (AIP). The Owner's Award of Contract is contingent upon the FAA concurrence with the award and the formal establishment of Federal assistance.



**Award of Alternates**

Unless specifically stated, the Owner reserves the right to accept alternates in any order or combination, which in the judgment of the Owner, best serves the Owner's interest.

**Issuance of Purchase Order**

The Owner's issuance and the bidder's acceptance of a purchase order serves as the binding agreement. The issuance and acceptance of the purchase order is conditioned upon the bidder's compliance with the complete terms and conditions set forth within the project documents.

**Return of Bid Guaranty**

Bid guaranty is not required.

**Contract Agreement**

Within fifteen (15) days of the receipt of the formal contract agreement or issued purchase order, the successful Bidder shall, as appropriate, execute the contract agreement or accept the purchase order. Failure to execute the contract agreement or accept the purchase order within the specified time frame may result in the bid being awarded to the next low responsive bidder.

## GENERAL TERMS AND CONDITIONS

### DEFINITION OF TERMS

**Acceptable Performance:** The ability of a system or product to fully comply with the required Technical Specification and to properly function during its expected economic life in a reliable and other satisfactory manner under actual operating conditions.

**Advertisement:** A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

**Advisory Circular:** Documents published by the Federal Aviation Administration that convey policy, standards and guidance. Note: As a recipient of Federal funds, the Owner may not treat the requirements of an applicable Advisory Circular as being advisory in nature. AIP grantees are obligated grant condition to apply the appropriate provisions stated within applicable Advisory Circulars. Refer to FAA website at:

[http://www.faa.gov/airports\\_airtraffic/airports/resources/advisory\\_circulars/](http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars/).

**AIP:** The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

**ARFF:** Aircraft Rescue and Fire Fighting

**ASTM:** The American Society for Testing and Materials.

**Award:** The acceptance, by the owner, of the successful bidder's proposal.

**Bidder:** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

**Bid Documents:** A collective term for all project documents that a prospective bidders shall base its bid upon. Unless otherwise defined in the Instructions-to-bidders, the bid documents are comprised of the following:

- Invitation-for-Bids
- Instructions-to-Bidders
- General Terms and Conditions
- Supplementary Provisions
- Technical Specifications
- Proposal Form with attachments
- Form of Contract Agreement
- All Authorized Addenda Issued by the Owner
- Any Document Incorporated in Whole or in Part by Reference Therein

**Change Order:** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

**Contract:** The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

**Contract Item (Pay Item):** A specific unit of work for which a price is provided in the contract.

**Contract Time:** The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

**Contractor:** The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

**Calendar Day:** Every day shown on the calendar.

**Date Of Completion:** The date of formal acceptance from the owner

**DBE:** Disadvantaged Business Enterprise. Refer to Federal Regulation 49 CFR Part 26

**Defect:** Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.

**Engineer:** The individual, partnership, firm, or corporation duly authorized by the owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

**Equipment:** All machinery, together with the necessary components and supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

**Extra Work:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

**FAA:** The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

**Federal Specifications:** The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

**Inspector:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

**Liquidated Damages:** An established daily amount paid by the Contractor to the Owner for failure to complete the project within the established contract time. The established amount is based on estimated expenses and losses that reasonably may be suffered by the Owner for failure by the Contractor to complete the project on time. The assessment of liquidated damages shall not be construed as a penalty.

**Materials:** Any substance specified for use in the construction of the contract work.

**Notice-of-Award:** A written notice of the acceptance of the bid proposal from the Owner to the successful bidder.

**Notice-to-Proceed:** A written notice to the Contractor instructing it to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

**Owner (Sponsor):** The term owner shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term sponsor shall have the same meaning as the term owner.

**Payment Bond:** The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

**Performance Bond:** The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

**Project:** The agreed scope of work for acquisition of specific vehicle(s) or equipment as stated in the invitation for bids.

**Project Documents:** A collective term for documents identified within the definition for bid documents, which together as a whole form the complete and full contract obligation of the contractor.

**Proposal:** The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

**Proposal Guaranty:** The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the owner.

**Purchase Order:** An order issue by the owner for the purchase of goods or services that when accepted by the vendor becomes a binding contract. The requirements established within the project documents as defined herein are a binding obligation of the purchase order as if each element of the project documents is physically attached to the purchase order.

**Related Defect:** Damage inflicted on any component or subsystem as direct result of a separate defect.

**SAE:** Society of Automotive Engineers

**Specifications:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

**SRE:** Snow Removal Equipment



**Surety:** The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the owner by the Contractor.

#### **INTENTION OF TERMS**

Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

#### **PATENTED MATERIAL, EQUIPMENT AND PROCESSES**

If the successful Bidder utilizes any design, device, equipment, material or process that is covered by a patent, trademark or copyright, the Bidder shall indemnify and hold harmless the Owner and Owner's representative from any and all claims for infringement by reason of the use of any patented design, device, equipment, material or process or the use of any trademark or copyright.

#### **MATERIAL**

All components used in the manufacture and assembly of the specified equipment/vehicle shall be new and of high quality and grade. Re-manufactured parts shall not be utilized.

#### **DECALS**

The contractor shall not affix advertising decals, stickers or other signs to the specified equipment. Vehicle mud flaps, when specified, shall be installed with the blank side facing outward.

#### **BRAND NAMES**

Whenever in the specification proprietary names, manufacturers, trade names or catalog numbers are specified, such reference is made for the purpose of defining the minimum performance, quality and other salient characteristics of the desired item. Where "brand names" are specified, the term "or equal" shall be deemed to follow. Such reference is not intended to be restrictive in nature. The contractor may offer any material, item or process deemed equal with respect to the required minimum characteristics of the specified "brand name". The Owner reserves the right to make the final determination of equivalency.

#### **MANUALS/DOCUMENTS**

As a minimum, copies of the following documents must be submitted with final delivery of the equipment/vehicle. Submittal of this information is in addition to any other submittal required specified within the technical specifications.

1. Applicable Title documents.
2. An owner's/operator's manual that includes all standard manufacturer/vendor literature.
3. Manufacturer's standard warranties and guaranties
4. Maintenance instructions
5. Vendor Certifications

#### **WARRANTY**

The Contractor guarantees that any defective component discovered within a twelve (12) month period following the date of the final acceptance shall be replaced at no expense to the Owner. The warranty for this period shall cover all parts, labor, and shipping costs for the repair and replacement of any defective component. The Owner agrees to give prompt notice of any discovered defect. The Contractor shall promptly, without undue delay, remedy such defects. The Contractor shall serve as the Owner's agent for service under any standard manufacturer warranty.

#### **MATERIAL SAFETY DATA SHEETS**

The Contractor shall submit applicable Material Safety Data Sheets (MSDS) for all chemical products supplied with the acquired equipment/vehicle.

#### **PRE-DELIVERY INSPECTION**

The Owner reserves the right to perform a pre-delivery inspection of the equipment/vehicle at the Contractor's facility. The purpose of the inspection is to verify compliance with critical requirements of the technical specifications. This inspection shall not serve as the final acceptance inspection.



**DELIVERY**

Delivery of the vehicle/equipment shall be made within the 450 calendar days of the date of the Notice-to-Proceed or issues Purchased Order. Delivery shall be F.O.B. destination to the address noted herein below. C.O.D deliveries will not be accepted. All vehicles/equipment shall be off loaded at the designated location at vendor's expense.

Name of Purchaser: City of Oelwein  
Street Address: 20 – 2<sup>ND</sup> Avenue SW  
City, State, ZIP: Oelwein, Iowa 50662

Attn: Mr. Dylan Mulfinger, City Administrator

**ACCEPTANCE**

Delivery of equipment/vehicle does not constitute acceptance. Acceptance of the furnished equipment/vehicle will be based on combination of submitted manufacturer certifications and acceptance tests conducted at the time of delivery. The Contractor shall provide manufacturer certification for components and systems identified within the technical specification. The Contractor shall prepare and furnish the Owner a signed written certification that the components constituting the whole of the equipment being provided comply with the applicable performance, design and construction requirements of the technical specifications.

**ON-SITE ACCEPTANCE TESTING**

At no additional expense to the owner, the Contractor shall, upon delivery of the equipment/vehicle, have an authorized representative conduct an operational test of the furnished equipment in the presence of the Owner. The Contractor shall demonstrate that all features and components are in proper working order and operate as intended by the Technical Specifications. This demonstration is in addition to any other stated acceptance tests within the technical specifications and as required by the Owner.

**COMPLETENESS**

All equipment/vehicle(s) shall be delivered complete and ready for use. All parts necessary for operation or which are normally furnished as standard equipment shall be furnished whether specified or not. Substitutions or cancellations are not permitted without written approval from the owner.

**DEFECTS**

Contractor shall promptly repair any defects and related defects discovered within the standard 12- month warranty period. Unless otherwise approved by the owner, work shall commence to correct the defect and related defect within 15 calendar days from receipt of notification from the owner.

**PAYMENT TERMS**

Unless otherwise specified, the Owner will make payment in full within thirty (30) calendar days after final acceptance of the equipment/vehicle.

**ASSIGNMENT**

The rights of each party under this agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties.

**LIQUIDATED DAMAGES**

By submittal of a proposal and subsequent acceptance of the contract, the CONTRACTOR understands and agrees that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of \$100.00 per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

## SUPPLEMENTARY PROVISIONS

These Supplementary Conditions amend and/or supplement the General Terms and Conditions of the Contract and other provisions of the Contract Documents as indicated herein. All contract provisions that are not so amended or supplemented remain in full force and effect.

### FEDERAL PROVISIONS

#### ACCESS TO RECORDS AND REPORTS

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

#### BREACH OF CONTRACT TERMS

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

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

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

#### GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

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

#### TITLE VI SOLICITATION NOTICE

The **City of Oelwein, Iowa**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, select businesses or disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.



## 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 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 (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. 74087 (2005)];
- 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.*).

## 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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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.

## **CLEAN AIR AND WATER POLLUTION CONTROL**

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

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

## **DISADVANTAGED BUSINESS ENTERPRISE**

### Bid Information Submitted as a matter of responsiveness:

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

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and



- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Bid Information submitted as a matter of responsibility:**

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

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**CONTRACT ASSURANCE (49 CFR § 26.13) –**

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

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

**Prompt Payment (49 CFR § 26.29) –**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of Oelwein, Iowa. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Oelwein, Iowa. This clause applies to both DBE and non-DBE subcontractors.

**Termination of DBE Subcontracts (49 CFR § 26.53(f)) –**

The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of the City of Oelwein, Iowa. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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

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

Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City of Oelwein, Iowa, of its intent to request to terminate and/or substitute, and the reason for the request.

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

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

**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 \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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



## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

## **PROCUREMENT OF RECOVERED MATERIALS**

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

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

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

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

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

## **TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

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

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

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

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

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

#### **TERMINATION FOR CAUSE (EQUIPMENT)**

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

1. Fails to begin 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.

#### **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.



**PROPOSAL FORM**  
AIP Project: 3-19-0067-015

TO: City of Oelwein  
Fayette County, Iowa  
20 – 2<sup>nd</sup> Avenue SW  
Oelwein, Iowa 50662

The undersigned, in compliance with the request for bids for furnishing the following Equipment:

Acquire Snow Removal Equipment (SRE)

(Carrier Vehicle and Snow Plow)

hereby proposes to furnish all necessary labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for furnishing the equipment identified below in strict accordance with the project documents and all issued Addenda within the specified time of performance for the unit prices stated below:

**BID SCHEDULE**


Bid Item	Specification Reference and Item Description	Quantity	Unit	Unit Price	Extension
1	Carrier Vehicle and Snow Plow	1	LS	\$ <u>523,819.00</u>	\$ <u>523,819.00</u>

**TOTAL BASE BID (Numeral Format)**.....\$ 523,819.00

**TOTAL BASE BID (Written Format)** Five Hundred Twenty Three Thousand, Eight Hundred  
Nineteen Dollars and Zero Cents.

**ACKNOWLEDGEMENTS BY BIDDER**

- a. The City of Oelwein will select the lowest responsive proposal based on the lowest total bid submitted. A bid is required with respect to all items of the bid. Failure to submit a bid with respect to one or more of the items will cause the bid to be rejected as not responsible.
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- d. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed 60 calendar days from the stated date for receipt of bids. During this evaluation period, the BIDDER agrees to honor the stated price(s) without any adjustment.
- e. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within fifteen (15) days of the notice-of-award and furthermore provide executed payment and performance bonds within fifteen (15) days from the date of contract execution.
- f. **Time of Performance:** By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within 450 calendar days from the commencement date specified in the Notice-to-Proceed or Purchase Order. 500

- g. The undersigned acknowledges and accepts that for each and every Calendar/Working day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of \$100 per Calendar/Working day as a liquidated damage to the OWNER.
- h. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of 0% for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (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"
- i. The undersigned acknowledges receipt of the following addenda:
- |   |   |
|---|---|
| Addendum Number <u>1</u> dated <u>5/20/2025</u> | Received <u></u> |
| Addendum Number <u>    </u> dated <u>    </u>   | Received <u>                    </u>  |
| Addendum Number <u>    </u> dated <u>    </u>   | Received <u>                    </u>  |

#### **REPRESENTATIONS BY BIDDER**

By submittal of a proposal (bid), the BIDDER represents the following:

- The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- The BIDDER has complied with all requirements of these instructions and the associated project documents.

#### **CERTIFICATIONS BY BIDDER**

- 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.

#### **b. 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:

- 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.
- 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.
- 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.

**c. Trade Restriction Certification**

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

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

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

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

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

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

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

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

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

**d. Certification of Offeror/Bidder Regarding Debarment**



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

**Certification of Lower Tier Contractors Regarding Debarment: (2 CFR Part 180, Part 200 & Part 1200)**

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

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /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.

**e. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions**

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

**Certifications**

1. The applicant represents that it is ( ✓ ) is not ( X ) 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 ( X ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

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

**Term Definitions**

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

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

**f. Certification Regarding Domestic Preferences for Procurements**

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

**g. FAA Buy American Preference**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

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

**ATTACHMENTS TO THIS BID**

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

1. Completed DBE forms "Utilization Statement" and "Letter of Intent".
2. Buy America Certification
3. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.
4. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders.
5. Buy American Project/Product Content Percentage Calculation/Worksheet
6. Buy American Preferences – Final Assembly Questionnaire

**SIGNATURE OF BIDDER**

**IF AN INDIVIDUAL:** N/A

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

By: \_\_\_\_\_  
(Signature of Individual)


Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**IF A CORPORATION:**

Corporation Name: M-B Companies, Inc.

By:   
Joshua Abler (Authorized Signature)  
(Attach Evidence of Authority to sign)

Name and Title: Joshua Abler, Inside Sales Manager MB

Business Address: 1615 Wisconsin Avenue (CORPORATE SEAL)  
New Holstein, WI 53061

Telephone Number: 920-898-1011

**ATTEST:**

By:   
Kevin O'Connell (Authorized Signature)

Name and Title: Kevin O'Connell, Plant Controller

**IF A JOINT VENTURE:** (Attach copy of Joint Venture Agreement) N/A

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)  
(Attach Evidence of Authority to sign)

Name and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)  
(Attach Evidence of Authority to sign)

Name and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_



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

<b>PROJECT NAME:</b>	Acquire Snow Removal Equipment (Carrier Vehicle and Snow Plow)
<b>AIRPORT NAME:</b>	Oelwein Municipal Airport
<b>AIP NUMBER:</b>	3-19-0067-015

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

**U.S.C. Section 50101 - Buying goods produced in the United States**

- (a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
- (b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -
- (1) Applying subsection (a) would be inconsistent with the public interest;
  - (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
  - (3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -
    - A. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
    - B. Final assembly of the facility or equipment has occurred in the United States; or
  - (4) Including domestic material will increase the cost of the overall project by more than 25 percent.
- (c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

\* \* \* \* \*

As a matter of bid responsiveness, the bidder or offeror must complete and submit this certification with their bid proposal. The bidder must sign and date the certification. The bidder/offeror must indicate how they propose to comply with the Buy America provision by selecting one of the following certification statements.

- ☐ The bidder hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.
- ☒ The bidder hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 50101(a); the bidder therefore requests a waiver per Title 49 U.S.C Section 50101(b). The bidder further agrees that upon notification from the Owner, the bidder identified with the apparent low bid agrees to prepare and submit a waiver request and component calculation information to the owner within 15 calendar days of the date of the notice of apparent low bid.

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

5/20/2025  
Date

  
Signature Joshua Abler

## Buy America Waiver Request

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

### For Equipment and Vehicles Procured under the Airport Improvement Program

#### Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

- ☐ Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3). The bidder further certifies that \_\_\_\_\_ % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs with the United States. *(Bidder must attach a copy of the component cost calculation table)*
- ☐ Section 50101(b)(4): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. *(This type of waiver is rare)*

#### Certification Signature

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

\_\_\_\_\_  
Bidder's Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

#### North America Free Trade Act (NAFTA)

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

### **COMPONENT COST CALCULATION TABLE**

- In lieu of completing this table, bidder may prepare a spreadsheet that addresses the same information and calculations as presented herein.
- An authorized person shall attest under signature and date that the submitted information is accurate and complete
- The bidder/contractor shall submit the signed component cost calculation table to the Owner as an attachment to the waiver request
- The component breakout shall be along major elements of the equipment. Inadequate breakout of components is cause for owner rejection of the waiver request

Component/Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/Subcomponents	Cost of USA Manufactured Components/Subcomponents

Sum of US Manufactured Component/Subcomponent Costs: \_\_\_\_\_

Sum of all Equipment Components and Subcomponents: \_\_\_\_\_

Percentage of Equipment Components Manufactured in the United States: \_\_\_\_\_

Place of Final Assembly: \_\_\_\_\_

#### **Certification Signature**

I hereby certify the above information is accurate and complete.

\_\_\_\_\_  
Bidder's Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature





(Forms 136 & 137 to be supplied within 15 calendar days upon award)

## Buy American Project/Product Content Percentage Calculation – Worksheet

### Applicant Information

Date of Application:

Applicant Name:

Applicant Type (choose one):

☐ Prime Contractor ☐ Manufacturer ☐ Supplier

Point of Contact (First and Last Name):

Applicant Business Address:

Email address:

Telephone:

Extension:

### Project/Product Information

FAA Eligible Project:

Airport Sponsor:

Airport LOCID:

FAA Award Number:

FAA Item Number (FAA Advisory Circular reference, if applicable):

Total Material Cost:

Total <b>U.S.</b> Material Content Cost:	Percentage:	%
--	-------------	---

Total <b>Non-U.S.</b> Material Content Cost:	Percentage:	%
--	-------------	---

### FAA Buy American Preference (including Buy American Build American) Compliance

Does this project include any iron, steel or any of the following construction materials, not 100% produced in the United States?

☐ Yes ☐ No

If "Yes," indicate the cost and percentage of the project below.

Steel (e.g., structural steel, rebar)	Cost:	Percentage:	%
Iron	Cost:	Percentage:	%
Non-ferrous metals	Cost:	Percentage:	%
Plastic and polymer-based products	Cost:	Percentage:	%
Glass (including optic glass)	Cost:	Percentage:	%
Lumber	Cost:	Percentage:	%
Drywall	Cost:	Percentage:	%

### Use of Non-Domestic Construction Materials Justification

Provide a description of your efforts to locate and secure a domestic source for those "construction materials" or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.

**Project Material Structure Worksheet**

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials
0			1	Each						

(Forms 136 & 137 to be supplied within 15 calendar days upon award)



### Certification

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

(Forms 136 & 137 to be supplied within 15 calendar days upon award)

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

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

Title: \_\_\_\_\_

**Submit by Email**

### FOR FAA USE ONLY

(Mark the appropriate Waiver Type & Scope)

#### Applicable FAA Waiver Type

- ☐ Type I Public Interest (HQ Only)
- ☐ Type II Nonavailability (HQ Only)
- ☐ Type III More than 60% and Final Assembly within the U.S.
- ☐ Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)
- ☐ BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

#### Applicable FAA Waiver Scope

- ☐ Project Specific
- ☐ Nationwide – (General Applicability) (For HQ Only)

#### Justifications

- ☐ Manufacturing Extension Partnership (MEP) Coordinated

FAA Official's Signature:

**End of FAA-Use Only Section**



OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/2023

**-- CONFIDENTIAL --**  
**NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4**  
**OF THE FREEDOM OF INFORMATION ACT**

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**Buy American Preferences – Final Assembly Questionnaire**

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

Company Name:

Date:

FAA Eligible Item:

FAA Item Number (if applicable):

Address of Final Assembly Location:

1. Provide a description of the assembly process occurring at the specified final location in the United States.
  - a. Describe the final assembly process and its various operations.
  - b. How long does the final assembly process take to complete?
2. Provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.
  - a. How many employees are involved in the final assembly process and what is the general skill level of those employees?
  - b. What type of equipment is used during the final assembly process?
  - c. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

---

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: \_\_\_\_\_

Name:

[Submit by Email](#)

## 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 0%, hereby commits to a minimum of 0% 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.

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

  
Signature Joshua Abler

5/20/2025  
Date

### DBE UTILIZATION SUMMARY

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

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



**LETTER OF INTENT**  
**Disadvantage Business Enterprise**  
(This page shall be submitted for each DBE firm)

**Bidder/Offer** Name: M-B Companies, Inc.  
Address: 201 MB Lane  
City: Chilton State: WI Zip: 53014

**DBE Firm:** DBE Firm: N/A  
Address: N/A  
City: N/A State: N/A Zip: N/A

**DBE Contact Person:** Name: N/A Phone: ( ) N/A

**DBE Certifying Agency:** N/A Expiration Date: N/A

*Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.*

**Classification:** N/A ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture  
☐ Manufacturer ☐ Supplier


Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
N/A	N/A	N/A	N/A

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

DBE contract amount: \$ N/A Percent of total contract: N/A %

**AFFIRMATION:**

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

By: , Inside Sales Manager MB  
(Signature) Joshua Abler (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.**

**Oelwein Municipal Airport, City of Oelwein, Oelwein, Iowa,  
FAA AIP Project #3-19-0067-015 (BIL-AIG- 2025),  
Acquire Snow Removal Equipment (Carrier Vehicle and Snow Plow),  
Bid Opening Date May 22, 2025, 1:30 P.M., Local Time**

**M-B Companies, Inc. DBE Participation Plan**

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

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

The solicitation directs the suppliers to the following websites:

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

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

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

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

**M-B Companies - AMP**

2/20/2025

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

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



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

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

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



Motion Ind.	Motion Industries-WI09 3669 Enterprise Drive Sheboygan, WI 53083 P 920-208-5600 F 920-208-5618 Torren Nicholas	X						1
Hentzen Coatings, Inc.	Hentzen Coatings, Inc. 6937 West Mill Road Milwaukee, WI 53218-1225 Office: (414) 353-4200 Ex. 5687I Fax: (414) 353-0286 I Mobile: (414) 704-4534 Kevin Sehmer	X						1
GS Global Resources, Inc.	GS Hydraulics Sales Inc. 926 PERKINS DRIVE MUKWONAGO, WI 53149 Direct Phone: 262-901-1071 GS Main Fax: 262-786-6787 Jay Stoll	X						1
Industrial Nameplate	Industrial Nameplate, Inc. W6251 Neubert Rd. Appleton, WI 54913 920.731.9105 John Schuldes		X		Applied			1
JTD Enterprises Inc.	JTD Enterprises Inc. 44 Walnut Street Chilton, WI 53014 920-849-2900 Tom Hoban	X			Applied			2
S. Sterling	S. Sterling Company 102 International Drive Peachtree City, GA 30269 770-632-8755 770-632-8756 fax Amanda Collier	X						1
Machine Service Inc	Machine Service Inc 1000 Ashwaubenon Street Green Bay, WI 54304 920-339-3000 x 139 Eric Caelwaerts	X						1
Endries International	Endries International 714 Ryan Street Brillion, WI 54110 T: (920) 756-4584 Todd Marsicek	X						1
Ray's Tire	Ray's Tire 1614 7th Street Green Bay, WI 54304 800-810-5177 David Ellis	X						1
Rychtik Welding & Mfg	Rychtik Welding & Mfg 818 Beech Street Grafton, WI 53024 262-377-1592 Greg Rychtik	X						1

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

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



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

Molded Dimensions	Molded Dimensions 701 Sunset Road Port Washington, WI 53074 P: 262/284-9455 x 129 F: 262/284-0696 Sarah Post		X						1
MSC Industrial Supply	MSC Industrial Supply 75 Maxess Road Melville, NY 11747 800-645-7270	X							1
Spies Painting, Inc.	Spies Painting, Inc. N8003 Highway 151 Fond du Lac, WI 54937 Ph: (920) 921-7107 Fax: (920) 921-5608 Lisa Schreiber	X							1
Steelwind Ind.									1
Baum Machining	Baum Machine Inc. N253 Stoney Brook Rd. Appleton, WI 54915 Phone 920-738-6613 Cell 920-716-3358 Fax 920-738-0571 Duane Felton	X							1
Centerline Machining and Grinding	Centerline Machining & Grinding, LLC 760 Centerline Drive Hobart, WI 54155 920-544-0825 920-544-0576 - Fax Sara L. Dietzen	X							1
Note: Suppliers highlighted yellow have not responded.									

**Form of  
CONTRACT AGREEMENT**  
*City of Oelwein*  
*AIP Project No. 3-19-0067-015*

THIS AGREEMENT, made as of *{Insert Effective Date Of Agreement}* is

**BY AND BETWEEN**

the OWNER: *City of Oelwein, Iowa, 20 – 2<sup>nd</sup> Avenue SW, Oelwein, Iowa 50662*

And the CONTRACTOR: *{Insert Owner's Name, Address, City/State/Zip Code}*

**WITNESSETH:**

WHEREAS it is the intent of the Owner to purchase equipment for the *Oelwein Municipal Airport, Oelwein, Iowa*, generally described as follows;

Acquire Snow Removal Equipment (Carrier Vehicle and Snow Plow)

hereinafter referred to as the Project.

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

**Article 1 - Work**

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

**Article 2 – Contract Documents**

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Terms and Conditions, Supplementary Provisions, Technical Specifications and Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Required Bonds, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.



### Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

\$ \_\_\_\_\_ (\$ \_\_\_\_\_)  
(Amount in Written Words) (Amount in Numerals)

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;

### Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Terms and Conditions.

### Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **450 calendar days** of the commencement date stated within the Notice-to-Proceed. It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Terms and Conditions and as approved by the OWNER.

### Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of

**\$100.00** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that:

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;

- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

#### **Article 7 – CONTRACTOR’S Representations**

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

#### **Article 8 – CONTRACTOR’S Certifications**

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

#### **Article 9 – Miscellaneous**

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of manufacturer in connection with completion of the Project Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### **Article 10 – OWNER’S Representative**

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

*David B. Hughes, PE  
AECOM  
501 Sycamore Street, Suite 222  
P.O. Box 1497  
Waterloo, Iowa 50704-1497*

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

**OWNER**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
*Title of Representative*

**ATTEST**

By: \_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
*Title*

**CONTRACTOR**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
*Title of Representative*

**ATTEST**

By: \_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
*Title*



## APPENDIX

## **SPECIFICATION FOR CARRIER VEHICLE WITH DUMP BOX AND SNOWPLOW**

Carrier Vehicle shall have the following:

- Snowplow and carrier vehicle must be in accordance with SAE ARP 5943, Snowplows and Hitches with the following additions:
  - For conventional carrier vehicle controllability and safety, all-wheel drive must be provided.
  - The overall width of the carrier vehicle with snowplow assembly in the folder position (wings retracted) with required casters must allow enter the federally funded snow removal building housing the snowplow and other such equipment. Existing overhead door is 16 feet wide by 14 feet high.
- Vehicle shall be able to meet a 100-foot wall to wall maximum turning test
- Vehicle color shall be selected from standard manufacturer's colors after bid
- Engine shall be a standard catalog diesel powered.
- Vehicle shall have a managed battery system.
- The following items shall be included and shall be standard manufacturer's equipment:
  - Transfer case
  - Standard catalog steering with steering enhancements
  - Horn
  - Engine coolant heater
  - Ether start provision
  - Operator's cab
  - Cab glass
  - Rear view mirrors
  - Sun visor
  - Windshield deluge system
- Vehicle shall have a single 20-gallon minimum size fuel tank.
- Vehicle shall have an automatic transmission with selectable all-wheel drive and a required working speed of 25 miles per hour.
- Vehicle shall have exterior backup alarm.
- Vehicle shall have a pintle hitch.
- Vehicle frame and suspension shall be adequately sized to handle dump box.
- Interior floor and seats shall be durable vinyl.
- Vehicle shall have exterior LED amber strobes on all four corners and the top of the vehicle.
- LED work lights to illuminate the dump box shall be included.
- Vehicle shall be prewired for two-way radio components.
- Vehicle shall have air band radio in the cab (Icom IC-A120 or equal – VHF Air Band Transceiver – vehicle mount) with exterior speaker.
- Vehicle shall have power take off mounted to transmission and reservoir for hydraulic heavy-duty hoist to operate dump box.
- Dump box controls shall be in cab.
- Dump box shall have a minimum capacity of 4.5 cubic yards with high drop sides and constructed of stainless steel.
- Vehicle shall have vinyl labels on cab to reflect the City of Oelwein and a Vehicle Number.

- Snowplow shall be a minimum 10' straight plow with tungsten carbide blade and rubber snow deflector that will fit into the width of the SRE building above at full turn angle.
- Snowplow shall be power reversible and have single or double acting lift cylinder with shock/impact absorbers.
- Snowplow controls shall be hydraulically controlled from cab.
- Snowplow shall come with LED light bar.
- Vendor is responsible for the safe and timely delivery of the vehicle and its accessories and tools to the agreed place of delivery.
- Carrier vehicles must be marked for shipment in accordance with instructions agreed to by the purchaser.
- The manufacturer must, at no additional cost, furnish the services of trained personnel to the purchaser at a time and place agreed to by all parties. These individuals must provide instruction to airport personnel sufficient for the personnel to familiarize themselves with the operations and maintenance of the carrier vehicle and its auxiliary equipment. The period of instruction must not be less than 24 hours or as specified in the referenced SAE ARP equipment specification.



## Limited Warranty - Oelwein Municipal Airport, IA

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

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

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

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

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

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

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

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

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

## Warranty Repair Policy

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

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

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

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

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

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





# Warranty Claim Form

<b>Submit</b> <b>Claim to:</b>	M-B Companies Inc. , Airport Maintenance Products 201 MB Lane Chilton, WI. 53014 (920)849-2313	<b>M-B Repair Order #</b>	
		<b>Cust Work Order #</b>	

Dealer Company Information	Customer/Company Information
Company Name _____ Address _____ Contact Name _____ E-mail Address _____ Phone Number _____	Company Name _____ Address _____ Contact Name _____ E-mail Address _____ Phone Number _____

Failure Date _____	Repair Date _____
Product Model _____	Serial # _____
Hours _____ Miles _____	Customer Unit # _____

Reason For Claim \_\_\_\_\_

Corrective Action \_\_\_\_\_

## Parts

Part #	Description	Invoice #	Qty	Price each	Extended
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

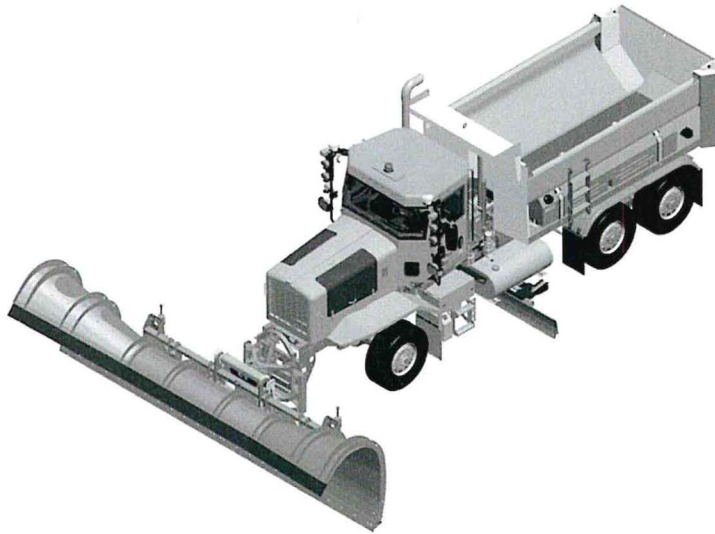
## Labor

Qty	Description	Unit cost	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

<b>Dealer/Customer Authorization</b>		<b>Total Parts</b>	
Signature: _____		<b>Total Labor</b>	
Title: _____		<b>Claim Total</b>	



## MB6P Heavy Duty Chassis



Reference drawing only. Shown as 6x6, 4x4 supplied with this project

### Chassis Features

- Conventional chassis with four wheel drive
- Designed for airport plows, tow brooms, underbody scrapers, dump bodies, spreaders, de-icing and other as desired
- Standard 165 inch wheel base with sharp steering axle crank angles efficiently provide small turning circles
- 455 HP Cummins X12, on highway EPA emission certified diesel engine
- Engine block heater, immersion type
- Allison RDS 4000, 6 speed transmission
- Air Conditioning
- M-B single speed transfer case produces low speed torque as well as speeds up to 45 mph for airport applications
- M-B 29,000 pound front drive / steer axle with locking differential for airport applications
- Dana 23,000 pound rear drive axle with locking differential.
- ABS air brake control system (4-channel) with automatic traction control
- 100 gallon fuel
- 445/65R22.5 LR L traction tread front and rear tires
- Integrated hydraulic controls for plow and other attachments.
- Mudflaps front and rear
- Rear tow hooks, pintle hitch
- Chassis lubrication data plate

### Cab Features

- Air ride cab mounts with driver and passenger seats with adjustable lumbar support
- Panoramic view. All flat glass for easy and local replacement. Forward slope windshield
- Standard features include FMVSS compliant lighting, side light bars, heated windshield, cab heater, heated power mirrors, power windows, air conditioning, cab mounted FAA approved strobe

- Operator friendly, cab integrated microprocessor CAN bus controls with MDC (Monitor, Diagnose, Control) color screen display for chassis and equipment, with CAN joystick for attachment operation
- 1 yr warranty included in base unit.

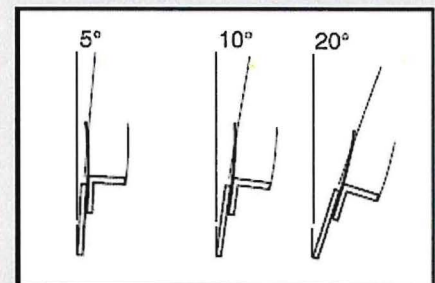
**Includes Chassis Options:**

- Battery charger, 20 amp with trickle charger feature
- Numbers and lettering on unit
- Rear mounted pintle hook

**Includes Cab Options:**

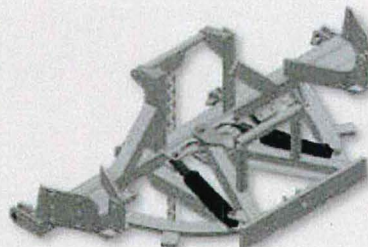
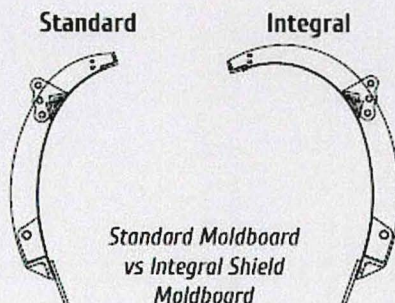
- Deluge System
- Side door window wipers
- LED lights on cab light bar, flood, (2)
- LED lights on cab light bar, trapezoid, (2)
- Rear facing LED flood lights
- ICOM A120 radio installed

## Plow | Full Trip Reversible

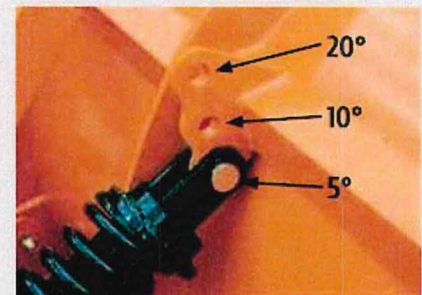


*Force Required to Trip Moldboard*

Light Trip      Medium Trip      Hard Trip



*The Patented Level Lift allows plow to be parallel to the road surface at all times - raised, lowered, or angled.*



*Simple Three Position Adjustment for Plow Cutting Edge Attack Angle*

**Includes Chassis Plow Hitch Options:**

- Pin on hitch

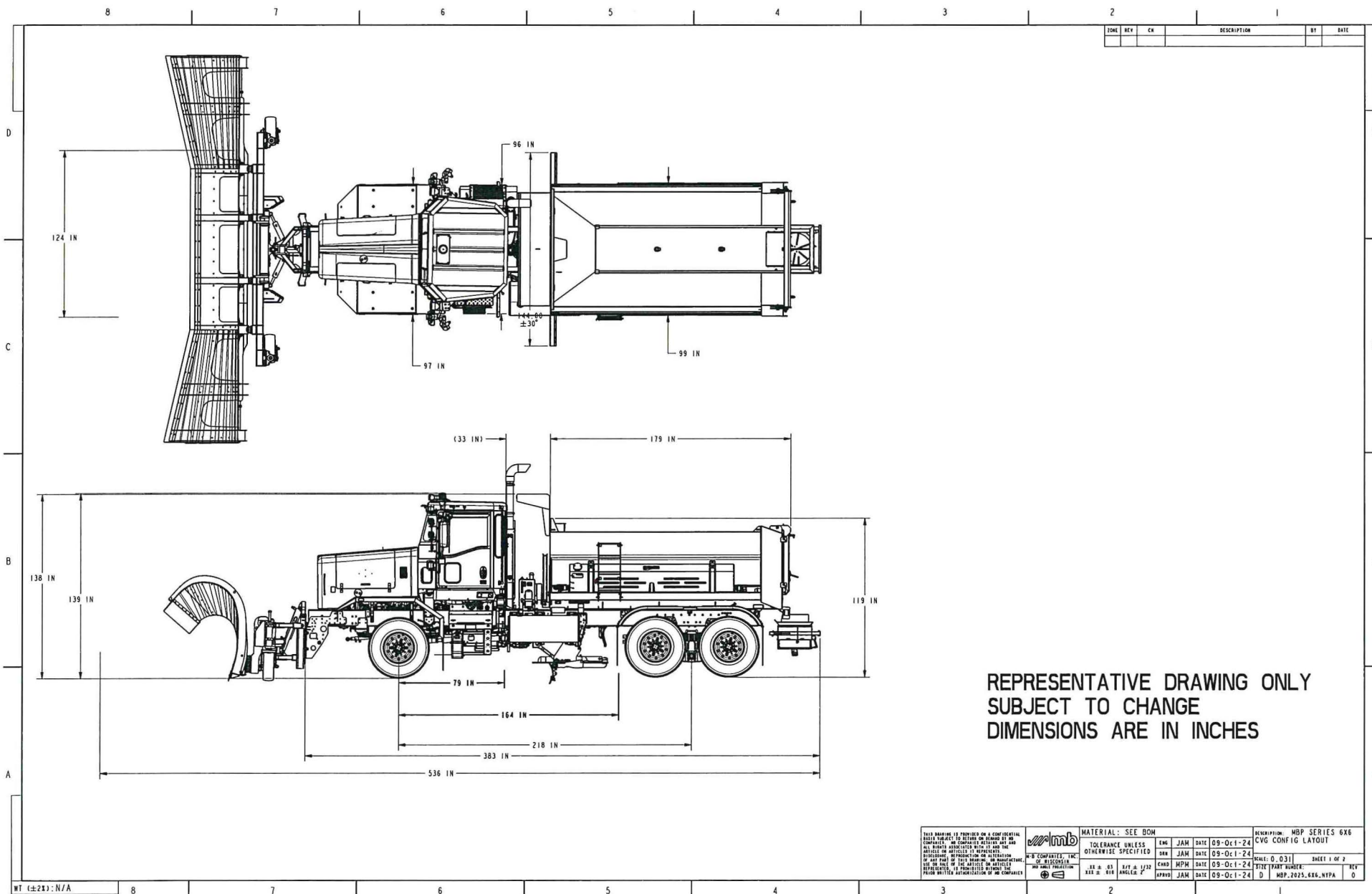
**Includes Plow Options:**

- 10 foot, straight end reversible plow, full trip
- Monroe Model MP48R10-ISCT

**Includes Dump Body:**

- 11 foot, 8 cu yd, stainless steel

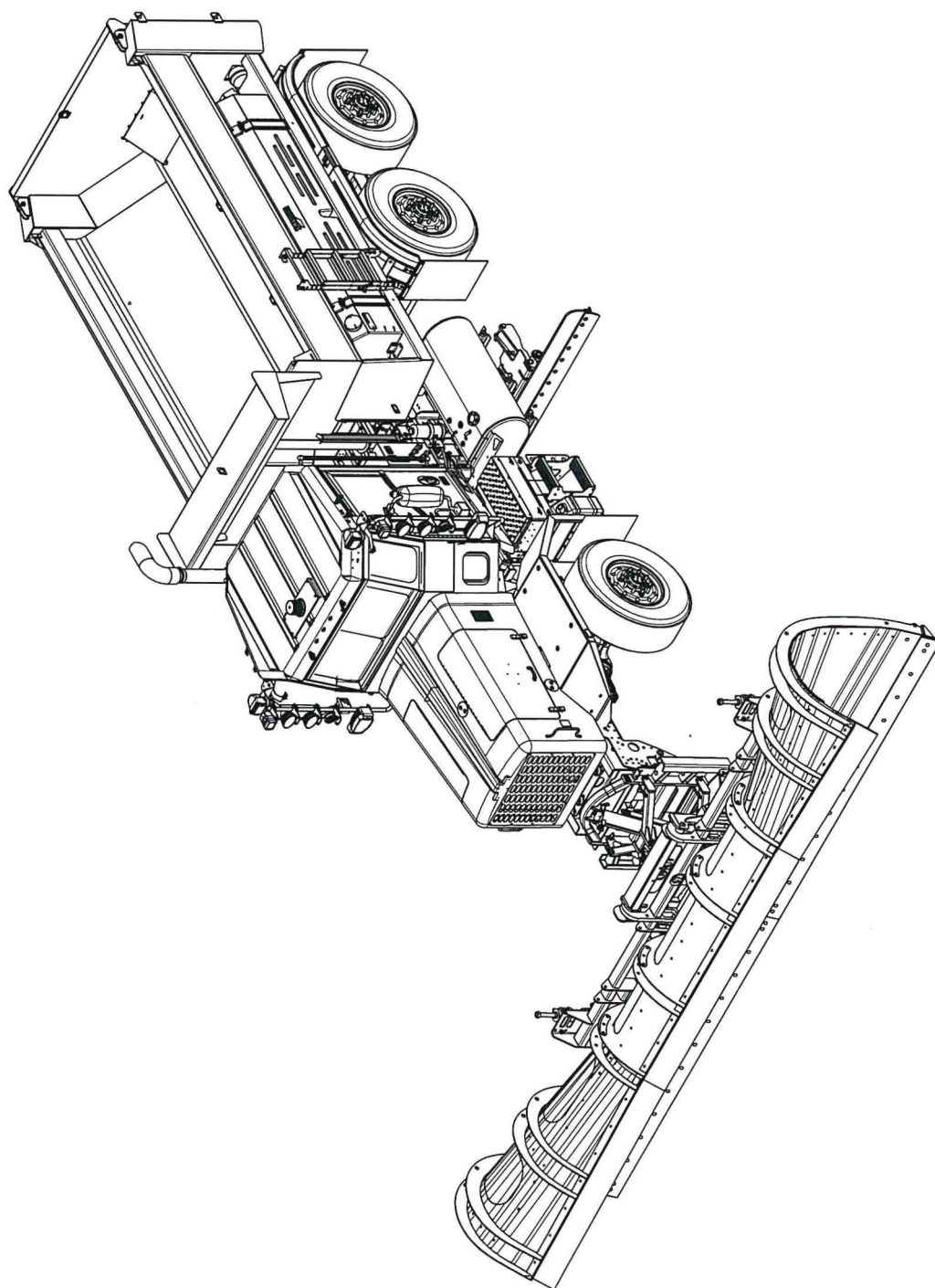




REPRESENTATIVE DRAWING ONLY  
SUBJECT TO CHANGE  
DIMENSIONS ARE IN INCHES

THIS DRAWING IS PROVIDED AS A REPRESENTATIVE DRAWING ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR MANUFACTURE OF ANY PART OF THE EQUIPMENT WITHOUT THE WRITTEN AUTHORIZATION OF THE COMPANY. ANY CHANGES TO THE EQUIPMENT MUST BE APPROVED BY THE COMPANY.				MATERIAL: SEE BOM				DESCRIPTION: MDP SERIES 6X6 CVG CONFIG LAYOUT			
TOLERANCE UNLESS OTHERWISE SPECIFIED				ENG	JAM	DATE	09-Oct-24	SCALE: 0.031	SHEET 1 OF 2		
12 ± 0.1				DRN	JAM	DATE	09-Oct-24	TYPE: PART MDP	REV		
12 ± 0.1				APPV	JAM	DATE	09-Oct-24	MDP_2025_6X6_NPA	0		

WT (±2%): N/A



# Verisys Registrars®

*Helpful Auditing*

## **Certificate of Registration**

*The Management System of*

# **M-B Companies, Inc.**

201 MB Lane Chilton, Wisconsin 53014 USA

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

# **ISO 9001:2015**

**for the following scope of registration:**

**Design, fabrication, and assembly of snow removal vehicles and attachments**

**Certificate  
Number**

**M020314**

IAF Code(s): 18



ACCREDITED  
Management Systems  
Certification Body  
MSCB-195



Original Approval 2/3/2014

Certificate Issued 2/4/2023

Certificate Expires 2/3/2026

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

A handwritten signature in blue ink that reads 'Rick Breden'.

On behalf of Verisys Registrars – Rick Breden, President

**Verisys Registrars LLC 200 South Executive Drive Suite 101, Brookfield, Wisconsin 53005 USA**

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



1/06/2025

Subject: P5000, Airport Reversible Plow Testing Letter from Fairbanks International Airport.

To whom it may concern:

The following attached third party Airport Reversible Plow certification dated March 12, 2015, states M-B Companies unit tested and passed all specifications required by the FAA at that time.

Unit was tested with a Tier 3 Industrial engine. 475 horsepower engine.

New units manufactured after January 2018, pass all AC 150/5220-20A and SAE ARP5943 requirements are utilized with Tier 4 EPA certified units.

Sincerely,



James Steiner  
Director Engineering MB Airport  
M-B Companies, Inc.



# Fairbanks International Airport

AeroNexus®

Alaska International Airport System  
Ted Stevens Anchorage International Airport  
Fairbanks International Airport

6450 Airport Way, Suite 1  
Fairbanks, Alaska 99709  
Main: 907.474.2500  
Fax: 907.474.2513  
Website: [www.fai.alaska.gov](http://www.fai.alaska.gov)

3-12-15

To whom it may concern:

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

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

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

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

John C.A. Moutrey

Fairbanks International Airport

Equipment Manager/Shop Foreman

5801 Airport industrial road

Fairbanks, AK 99709

Phone 907-474-2545

[john.moutrey@alaska.gov](mailto:john.moutrey@alaska.gov)

*"Keep Alaska Flying and Thriving."*



**GEMINI PLASTICS**  
INC.

**07.09.18**

**To whom it may concern:**

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

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

Gemini Plastics, Inc.  
1333 Viking Lane  
De Pere, WI  
54115  
[www.gplastics.com](http://www.gplastics.com)



**HMW Sheet:  
Typical Properties**

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

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

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



## MB6P Tractor With Front Mount Plow



Date Delivered	Customer	State	Name	email	phone	Comments
TBD	Cincinnati/Northern Kentucky International Airport	KY	Josh Black	<a href="mailto:jblack@cvgairport.com">jblack@cvgairport.com</a>	859-750-2364	20 ft front plow; Underbody Scraper, Dump Body, Spreader
TBD	Cincinnati/Northern Kentucky International Airport	KY	Josh Black	<a href="mailto:jblack@cvgairport.com">jblack@cvgairport.com</a>	859-750-2364	20 ft front plow; Underbody Scraper, Dump Body, Spreader
TBD	JFK Int'l Airport	NY	Shanta Nelson	<a href="mailto:snelson@panynj.gov">snelson@panynj.gov</a>	212-435-4661	P8212 Rollover Plow, Dump Body, Spreader
TBD	JFK Int'l Airport	NY	Shanta Nelson	<a href="mailto:snelson@panynj.gov">snelson@panynj.gov</a>	212-435-4661	P8212 Rollover Plow, Dump Body, Spreader
TBD	LaGuardia Airport	NY	Shanta Nelson	<a href="mailto:snelson@panynj.gov">snelson@panynj.gov</a>	212-435-4661	P8212 Rollover Plow, Dump Body, Spreader
TBD	LaGuardia Airport	NY	Shanta Nelson	<a href="mailto:snelson@panynj.gov">snelson@panynj.gov</a>	212-435-4661	P8212 Rollover Plow, Dump Body, Spreader

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

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

**WHEREAS**, the Board deems it advisable and in the best interests of the Corporation to adopt the resolutions set forth below.

**NOW, THEREFORE, BE IT,**

**I. Removal of Officer**

**RESOLVED**, that Benjamin Thomke be, and he hereby is, removed as Vice President Pavement of the Corporation effective as of March 13, 2024 (the “**Effective Date**”); and it is further

**RESOLVED**, that following the officer change authorized and acknowledged in the resolution above, the officers of the Corporation as of the Effective Date are:

<b>Name</b>	<b>Title</b>
Barend Fruithof	Chairman of the Board
Thomas Schenkirsch	Vice Chairman of the Board
Steffen Schewerda	Chief Executive Officer and President
Kurt Ballweg	Chief Financial Officer and Treasurer
Elizabeth Ross	Corporate Controller
Douglas H. Blada	Vice President AMP
Daniel A. Wuersch	Secretary
Joshua Abler	Assistant Secretary
Elizabeth J. Fry	Assistant Secretary
Kevin O’Connell	Plant Controller;

and it is further

**II. General Authorization**

**RESOLVED**, that the officers of the Corporation be, and each of them hereby is, authorized and directed, in the name and on behalf of the Corporation, under its corporate seal, or otherwise, to execute and deliver, submit and file any and all resolutions, forms, instruments,



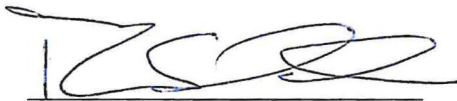
certificates and other documents, and to do any and all other acts and things that each of them shall deem necessary, desirable or appropriate in order to carry out the intent and accomplish the purposes of the foregoing resolutions; and it is further

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

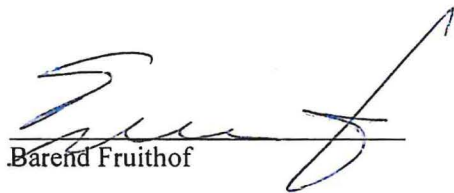
*[signature page follows]*

IN WITNESS WHEREOF, the undersigned have executed this written consent as of the Effective Date.

**BOARD OF DIRECTORS:**

A handwritten signature in blue ink, appearing to read 'T Schenkirsch', written over a horizontal line.

Thomas Schenkirsch

A handwritten signature in blue ink, appearing to read 'B Fruithof', written over a horizontal line.

Barend Fruithof

## Key Personnel Airport Maintenance Products

Doug Blada  
General Manager – MB Airport  
Direct Line: 920-898-1005 | Fax: 920-849-2629  
[doug.blada@aebi-schmidt.com](mailto:doug.blada@aebi-schmidt.com)

(36 years of industry experience)

Josh Abler  
Manager Inside Sales MB Airport  
Direct Line: 920-898-1011 | Fax: 920-849-2629  
[josh.abler@aebi-schmidt.com](mailto:josh.abler@aebi-schmidt.com)

(20 years of industry experience)

Alan Luke  
Eastern Region and Federal Government Sales Manager  
Cell: 804-306-5550 | Fax: 920-849-2629  
[alan.luke@aebi-schmidt.com](mailto:alan.luke@aebi-schmidt.com)

(35 years of industry experience)

Jessie Carr  
Western Region Sales Manager  
Cell: 920-242-4134 | Fax: 920-849-2629  
[jessie.carr@aebi-schmidt.com](mailto:jessie.carr@aebi-schmidt.com)

(8 years of industry experience)

Bill Hecker  
Inside Sales MB Airport  
Direct Line: 920-898-1018 | Fax: 920-849-2629  
[bill.hecker@aebi-schmidt.com](mailto:bill.hecker@aebi-schmidt.com)

(40 years of industry experience)

Aaron Schulz  
Manager Product Support/Parts MB Airport  
Direct Line: 920-898-1022 | Fax: 920-849-2629  
[aaron.schulz@aebi-schmidt.com](mailto:aaron.schulz@aebi-schmidt.com)

(26 years of industry experience)

Shelby Thurwachter  
After Sales Service Writer  
Cell: 920-644-3501  
Fax: 920-849-2629  
Email: [Shelby.thurwachter@aebi-schmidt.com](mailto:Shelby.thurwachter@aebi-schmidt.com)

(10 years of industry experience)

Stephen McDermott  
Manager Service MB Airport  
Cell: 920-483-0288 | Fax: 920-849-2629  
[stephen.mcdermott@aebi-schmidt.com](mailto:stephen.mcdermott@aebi-schmidt.com)

(12 years of industry experience)

Sam Mallman  
Lead Field Service Technician - WI  
Cell: 920-522-3660 | Fax: 920-849-2629  
[sam.mallmann@aebi-schmidt.com](mailto:sam.mallmann@aebi-schmidt.com)

(12 years of industry experience)

Dustin Young  
Field Service Technician - IN  
Cell: 920-242-7075 | Fax: 920-849-2629  
[dustin.young@aebi-schmidt.com](mailto:dustin.young@aebi-schmidt.com)

(18 years of industry experience)



Aaron Barnes  
Field Service Technician - AK  
Cell: 253-707-8325 | Fax: 920-849-2629  
[aaron.barnes@aebi-schmidt.com](mailto:aaron.barnes@aebi-schmidt.com)

(12 years of industry experience)

Chris Carroll  
Field Service Technician  
Cell: 920-522-3347 | Fax: 920-849-2629  
[chris.carroll@aebi-schmidt.com](mailto:chris.carroll@aebi-schmidt.com)

(12 years of industry experience)

Edmund Kenealy  
Field Service Technician  
Cell: 920-268-3115 | Fax: 920-849-2629  
[ed.kenealy@aebi-schmidt.com](mailto:ed.kenealy@aebi-schmidt.com)

(10 years of industry experience)

Scott Martin  
Field Service Technician  
Cell: 920-522-2801 | Fax: 920-849-2629  
[scott.martin@aebi-schmidt.com](mailto:scott.martin@aebi-schmidt.com)

(5 years of industry experience)

Tim Machado  
Field Service Technician  
Cell: 403-975-6613 | Fax: 920-849-2629  
[tim.machado@aebi-schmidt.com](mailto:tim.machado@aebi-schmidt.com)

(10 years of industry experience)

Craig Uehling  
Field Service Technician  
Cell: 920-483-0597 | Fax: 920-849-2629  
[craig.uehling@aebi-schmidt.com](mailto:craig.uehling@aebi-schmidt.com)

(10 years of industry experience)

Dan Cabral  
Field Service Technician  
Cell: 920-522-3747  
Fax: 920-849-2629  
[Dan.Cabral@aebi-schmidt.com](mailto:Dan.Cabral@aebi-schmidt.com)

(8 years of industry experience)

Nicholas Cox  
Field Service Technician  
Cell: 920-522-3534  
Fax: 920-849-2629  
[nicholas.cox@aebi-schmidt.com](mailto:nicholas.cox@aebi-schmidt.com)

(6 years of industry experience)

Ryan Hart  
Field Service Technician  
Cell: 920-522-3782  
Fax: 920-849-2629  
[ryan.hart@aebi-schmidt.com](mailto:ryan.hart@aebi-schmidt.com)

(9 years of industry experience)

Raymond French  
Field Service Technician  
Cell: 920-522-3743  
Fax: 920-849-2629  
[raymond.french@aebi-schmidt.com](mailto:raymond.french@aebi-schmidt.com)

(10 years of industry experience)

Devon Canfield  
Field Service Technician  
Cell: 920-522-3861  
Fax: 920-849-2629  
[devon.canfield@aebi-schmidt.com](mailto:devon.canfield@aebi-schmidt.com)

(9 years of industry experience)

Miguel Chacon  
Field Service Technician  
Cell: 920-522-3438  
Fax: 920-849-2629  
[Miguel.chacon@aebi-schmidt.com](mailto:Miguel.chacon@aebi-schmidt.com)

(6 years of industry experience)

James L. Steiner  
Chief Engineer  
Direct Line: 920-898-1029 | Fax: 920-849-2629  
Cell: 920-254-9582  
[jim.steiner@aebi-schmidt.com](mailto:jim.steiner@aebi-schmidt.com)

(30 years of industry experience)

Matt Martin  
Manager Engineering MB Airport  
Cell: 920-797-9320 | Fax: 920-849-2629  
[matthew.martin@aebi-schmidt.com](mailto:matthew.martin@aebi-schmidt.com)

(13 years of industry experience)



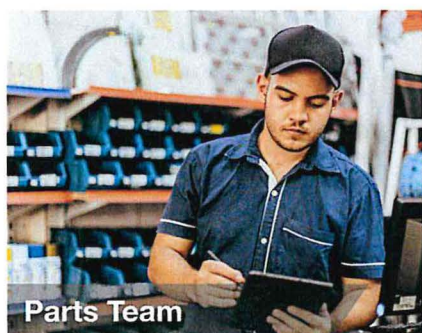


## MB After Sales Point of Contact List



**mb**

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**Parts Team**

[mb.parts@aebe-schmidt.com](mailto:mb.parts@aebe-schmidt.com)

### **Tom Blaul**

Parts & Tech Support Manager  
920-898-1086

### **Aaron Schulz**

Parts Salesman  
920-898-1022

### **Grady Schulz**

Parts Salesman  
920-898-8057

### **Craig Busse**

Parts Salesmen  
920-898-8024



**Service Team**

[mb.service@aebe-schmidt.com](mailto:mb.service@aebe-schmidt.com)

### **Steve McDermott**

Service Manager  
920-843-0288

### **Sam Mallmann**

Lead Technician  
920-522-3660

### **Shelby Thurwachter**

Service Writer  
920-522-2850



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**Technical Service**

[mb.technicalsupport@aebe-schmidt.com](mailto:mb.technicalsupport@aebe-schmidt.com)

### **Bryant Basset**

Technical Support  
920-898-8019



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### **M-B Companies, Inc.**

201 MB Lane  
Chilton, WI 53014  
800-558-5800  
[m-bco.com](http://m-bco.com)