

# INVITATION TO BID

## INVITATION TO BID #06-04

**BID DESCRIPTION: Incinerator System**

**ISSUE DATE: September 29, 2005**

**BID OPENING DATE: Thursday, October 20, 2005**

**BID OPENING TIME: 10:00 AM CST**

BID RESPONSES MUST BE RECEIVED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME. LATE BIDS WILL NOT BE CONSIDERED.

### **TO ALL PROSPECTIVE CONTRACTORS/BIDDERS:**

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped f.o.b. to the address specified herein.

All bids must be received in **DUPLICATE** in sealed envelopes.

All bids are subject to staff analysis and Board approval. The Greater Rockford Airport Authority (Authority) reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered prior to the public bid opening date and time to:

**Greater Rockford Airport Authority  
60 Airport Drive  
Rockford, IL 61109-2902**

Direct any and all inquiries about this bid to Amy M. Ott, Deputy Director of Finance & Administration, at 815-969-4445 or [aott@flyrfd.com](mailto:aott@flyrfd.com) .

## Instructions to Bidders

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### 1.1 Bid Preparation

Bids must be submitted, in duplicate, on the blank Bid Form furnished with these contract documents and shall conform to the terms and conditions set forth in the “Instructions to Bidders,” “General Terms and Conditions” and “Special Terms and Conditions” of the contract. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeouts and corrections initialed in ink by the person signing the bid.

### 1.2 Bid Execution

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by other than the President, a certified copy of that section of the corporate by-laws or other authorization by the corporation, which permits the person to execute the bid for the corporation, shall be submitted. If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Deputy Director/Finance & Administration shall be submitted. If the Bidder is a sole proprietor, the owner shall execute the bid. A “Partnership” or “Sole Proprietor” operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1.

### 1.3 Bid Submission

The Greater Rockford Airport Authority must receive all bids by the specified opening time of the bid. Bids arriving after the specified time will not be accepted and will be returned unopened. All bids shall be submitted in sealed envelopes with the following information explicitly shown (centered both vertically and horizontally on the envelope): name and address of bidder and bid number. Further, the sealed envelope must be clearly marked “SEALED BID.” The Bidder shall be responsible for the delivery of the bid before the date and hour set forth for the opening of bids.

### 1.4 Error in Bid

Bidders are cautioned to verify their bids before submission. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modifications of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit price will prevail.

### 1.5 Variances and Deviations

Variances and deviations shall be described fully on the Bid Form. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; the Contractor shall be held liable. Contractors are cautioned to avoid making variiances and deviations to the specifications, which may result in rejection of their bid.

### 1.6 Reserved Rights

Greater Rockford Airport Authority reserves the right at any time and for any reason to cancel this Invitation to Bid, accept or reject any or all bids or any portion thereof, or to accept an alternate bid. The Authority reserves the right to waive any immaterial defects or irregularities in any bid. The Authority may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection. The Authority has sixty (60) days to accept the bid.

### 1.7 Interpretation or Correction of Bidding Documents

Bidders shall promptly notify the Authority no later than one (1) week before bid opening of any ambiguity, inconsistency or error, which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by written addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid. Oral explanations will not be binding.

### 1.8 Incurred Costs

The Authority will not be liable for any costs incurred by Bidders in replying to this Invitation to Bid.

1.9 No Bid Response

If your firm declines to bid on this invitation, but desires to remain on the Authority's Bidders' List for future invitations, please submit in a letter stating why you are declining to bid.

1.10 Basis of Award

It is the intent of the Authority to award a contract to the lowest responsible bidder meeting specifications. Further, the Authority reserves the right to determine the lowest responsible bidder in any way determined to be in the best interests of the Authority. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

1.11 Pre-Bid Conference

If a Pre-Bid Conference is a requirement of this contract, it will be shown on the Title Page.

*End of Instructions to Bidders*

## General Terms and Conditions

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### 2.1 Non-Discrimination

Contractor shall comply with the Illinois Human Rights Act, 775, ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

During the performance of this Contract, the Contractor agrees that it shall not discriminate against any worker, employee or applicant, or any member of the public, on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, or sexual orientation. Upon request of the Authority, the Contractor also agrees to submit in writing an affirmative action plan demonstrating compliance with equal employment opportunity laws and policies. Contractor further agrees that this clause will be incorporated by the Contractor in all contracts entered into with suppliers or materials or services, sub-contractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or any other person or organization performing services in connection with this Contract.

### 2.2 Drug-Free Workplace

The Contractor agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580/1, et seq.

### 2.3 Tax Exemption

The Greater Rockford Airport Authority is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, the Greater Rockford Airport Authority is exempt from state and local taxes. Our exempt number is E9992-3521-04

### 2.4 Warranties

Contractor warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Contractor warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Authority may return any nonconforming or defective items to the Contractor or require correction or replacement of the item at the time the defect is discovered, all at the Contractor's risk and expense. Acceptance shall not relieve the Contractor of its responsibility.

The Contractor further agrees, upon written notice from the Authority, to promptly and without charge, make changes, corrections and/or replacement, to the satisfaction of the Authority, which may be required to make good all defects in design and material under its intended use, for a period of one (1) year, with the one (1) year period commencing on the date of acceptance by the Authority. The Contractor shall receive no compensation for cost in replacement of goods or workmanship.

### 2.5 Indemnification

Contractor agrees to indemnify, save harmless and defend the Greater Rockford Airport Authority, its agents, servants, Commissioners, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses or expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen, in whole or in part, out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly and solely by the negligence or other fault of the Greater Rockford Airport Authority, its agents, servants, Commissioners, or employees or any other person indemnified hereunder. This indemnification obligation is not limited by, but is in addition to the insurance obligations, which may be contained in this contract. The provision of this paragraph shall not be waived.

## General Terms and Conditions

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### 2.6 Termination and Default

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Authority reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Contractor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Contractor with any or all losses incurred. The Authority shall be entitled to recover its attorney's fees and expenses in any successful action by the Authority to enforce this contract.

### 2.7 Royalties and Patents

Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the Authority harmless from loss on account thereof.

### 2.8 Regulatory Compliance

Contractor represents and warrants that the goods or services furnished hereunder (including all labels, packages and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Contractor shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

Pursuant to Illinois Municipal Code 65 ILCS 5/11-42.1-1, by signing this bid the Contractor certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue.

All federal contractors and subcontractors, by signing this bid, agree to comply with the provisions of 29 CFR Part 470; the Beck notice requirement.

The Contractor certifies that they are not barred from bidding on this contract as a result of engaging in or being convicted of: (a) bid-rigging in violation of Section 3; or (b) bid-rotating in violation of Section 4, of the Illinois Criminal Code of 1961, as amended [720 ILCS 5/33E-3 and 4].

### 2.9 Discounts

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

### 2.10 Inspections

The Authority shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Authority. Any items rejected shall be removed from the premises of the Authority and/or replaced at the entire expense of the Contractor.

### 2.11 References

To allow the Authority to evaluate the experience of the Contractor, as it relates to this purchase, the Contractor must submit a minimum of three (3) references of organizations that have purchased similar items. Failure to include references may result in bid disqualification. References must be submitted on the Bid Form.

## General Terms and Conditions

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2.12 Law Governing

This contract shall be governed by and construed according to the laws of the State of Illinois.

2.13 Prevailing Wage Reporting Burdens

HB 188 became PA 94-515 and requires a contractor and subcontractor working on a prevailing wage project to submit on a monthly basis a certified payroll to the public body in charge of the project. Any contractor or subcontractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor. Such payroll records are public records subject to disclosure under the Freedom of Information Act. The new administrative burdens became effective August 10, 2005.

<http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=094-0515>

2.14 Buy American Requirement

The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. Reference Attachment B for terms and conditions of this Act.

***End of General Terms and Conditions***

Revised 9/05

## Special Terms and Conditions

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- 3.1 Pricing  
The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for ninety (90) days after the bid opening date.
- 3.2 Specifications  
The Incinerator shall be a batch load, controlled air, multi-stage, factory assembled, packaged incinerator system, with control system, burners, and stack. Burners shall be designed for natural gas. Attachment A is a list of design criteria that shall be followed and the bid submitter shall indicate if the incinerator type/model proposed meets these requirements. Attachment A must be returned with the Bid Form. The Incinerator Manufacturer must be specified on the Bid Form.
- 3.3 Delivery Requirements  
The unit shall be delivered by the Vendor, or its designee, to the site specified by the Operations and Facilities Manager, or designee.
- 3.4 Installation and Testing  
The Authority shall provide the equipment and labor to unload, set unit in place and install stack sections. The Vendor shall be responsible to perform cure out of refractory, on site as recommended by manufacturer, with documentation of logging cure out, minimum 30 hours. The Vendor shall start up the unit and perform trial burns for 2 – 3 refuse loads to verify proper operation of the unit.
- 3.5 Retainer  
The Authority will retain 10% of the total bid package until final inspection is deemed full and complete.
- 3.6 Invoicing and Payment  
The goal of the Authority is to pay properly submitted Vendor invoices within thirty (30) days of receipt, providing goods have been delivered and/or services have been performed, approved and accepted by the Greater Rockford Airport Authority. Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing.
- 3.7 Insurance  
The Vendor shall maintain at all times a minimum commercial liability insurance policy in the amount of \$2,000,000.00 and must name the Greater Rockford Airport Authority as additional insured on Vendors policy. Proof of adequate insurance in the form of a Certificate of Insurance must be provided to the Authority prior to issuing a Purchase Order to proceed.
- 3.8 Training & Manuals  
Vendor shall provide on-site training of personnel including basic combustion theory, operating procedures, monitoring of combustion control parameters of the incinerator and all emergency procedures. Two (2) sets of service and parts manuals, list of recommended spare parts, trouble shooting guides, and equipment electrical and mechanical drawings shall be provided by the Vendor.
- 3.9 Warranty/Service  
The Vendor shall provide one (1) year warranty on all equipment from the date of start-up. The ability to provide local area service that is experienced and qualified on incinerator repairs on a same-day or next-day basis in the event of a breakdown is preferred. Please include name, address, e-mail address, if available and telephone number on the Bid Form.

*End of Special Terms and Conditions*

Full Name of Bidder: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

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

Email: \_\_\_\_\_

Contract Person: \_\_\_\_\_

FEIN: \_\_\_\_\_

The undersigned, being duly sworn, certifies that he/she is:

- The Owner/  
Sole Proprietor       a Member of the  
Partnership       an Officer of the  
Corporation       a Member of the  
Joint Venture

Further, the Contractor declares that the only person or parties interested in this bid as principals are those named herein.

Further, the undersigned hereby certifies that they have read and understand the contents of this bid and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, warranties and attachments, including Addenda No. \_\_\_\_\_ and \_\_\_\_\_ issued thereto, except only to the extent that the Contractor has taken express written exception in this bid, hereto. Failure to have read all the provisions of this bid shall not be cause to alter any resulting contract or request additional compensations.

Further, by signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Further, by signing this bid document, the Contractor hereby certifies that pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42-1, the Contractor is not delinquent in the payment of any tax administered by the Department of Revenue.

Our State of Illinois Certification Number under the Fair Employment Practices Law is \_\_\_\_\_.

- (check if applicable) We do not have a State Pre-Qualification Statement. In lieu thereof, we will make an application at 312.814.2432 within thirty (30) days from the date of this bid opening.

Further, the Contractor agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580.1 et seq.

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

**Typed/Printed Name:** \_\_\_\_\_

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

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

Manufacturer name and model number \_\_\_\_\_

Price \$ \_\_\_\_\_

(Vendor may submit more than one manufacturer and/or model. Please include one Attachment A for each submission.)

Delivery or Completion Time \_\_\_\_\_

Warranty \_\_\_\_\_

Local Area Service Technician (if applicable):

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

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Variances and Deviations

Variance 1: \_\_\_\_\_

\_\_\_\_\_

Variance 2: \_\_\_\_\_

\_\_\_\_\_

Variance 3: \_\_\_\_\_

\_\_\_\_\_

Variance 4: \_\_\_\_\_

\_\_\_\_\_

References

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

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

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail \_\_\_\_\_

The following is a list of design criteria that shall be followed and the bid submitter shall indicate if the incinerator proposed meets these requirements. Attachment A (all four pages) must be returned with the Bid Form.

**Description Page 1**

**YES   NO**

**General Requirements:**

- |  |       |       |
|--|-------|-------|
| a. Incinerator shall be capable of burning full chamber loads of combustible refuse generated from air freight, charter flights, customs and USDA quarantined or contraband waste.                                       | _____ | _____ |
| b. Incinerator shall have a minimum combustion efficiency of 99.9% determined from the carbon monoxide concentration divided by the sum of the carbon monoxide and carbon dioxide concentrations. Provide documentation. | _____ | _____ |
| c. Incinerator shall have a stack emissions opacity of less than 10% at all times.   | _____ | _____ |
| d. Incinerator shall conform to all Federal, State, and Local codes and regulations.   | _____ | _____ |
| e. The Vendor shall provide technical information and incinerator permit application forms to Illinois EPA.  | _____ | _____ |
| f. Electric requirements: 115 volt, 30 amp, single phase.  | _____ | _____ |
| g. Fuel: Natural gas- 1600 CFH @7" w.c. maximum.   | _____ | _____ |

**Primary Chamber:**

- |  |       |       |
|--|-------|-------|
| a. Unit will be front load with a hearth loading height maximum of 15 inches using a hinged 60" diameter load door with single lever cam latch to seal load opening. | _____ | _____ |
| b. Inside chamber volume shall be a minimum of 40 cu.ft.   | _____ | _____ |
| c. Combustion air ports into chamber shall be designed for external clean out with individual snap covers.   | _____ | _____ |
| d. Burner shall be capable of a minimum 800,000 BTU/hr output and include outdoor weather hood.  | _____ | _____ |

**Description (cont.) Page 2**

	<u>YES</u>	<u>NO</u>
e. Jacket shall be a minimum 10-gauge steel protected from heat by minimum 1" thick 1900°F insulation and minimum 4 inches of 2600°F refractory.	_____	_____
f. Shall utilize an independent, adjustable, preheated combustion air supply with a preheated air surface of minimum 54 sq.ft. to reduce fuel usage and achieve good ash quality.	_____	_____
<b>Secondary Chamber:</b>		
a. To minimize fuel usage secondary chamber will be designed to operate and provide a minimum preheat temperature set-point of 1400°F within 15 minutes of start-up.	_____	_____
b. Burner shall be capable of a minimum 800,000 BTU/hr output and shall have an automatic control for high/low fire operation.	_____	_____
c. Jacket shall be a minimum 10-gauge steel dual wall construction (air plenum) protected from high heat by minimum 3 inches thick 3200°F refractory.	_____	_____
c. To minimize fuel usage secondary chamber shall utilize an independent, adjustable, preheated combustion air supply with a preheated air surface of minimum 14.4 sq.ft. to achieve desired emissions.	_____	_____
<b>Stack:</b>		
a. Provide three (3) 18" O.D. x 12" I.D. x 6 ft sections flanged on each end with bolt assembly.	_____	_____
b. Jacket shall be minimum 12-gauge steel protected from high heat by minimum 3 inches of 2300°F refractory.	_____	_____
<b>Finish:</b>		
a. All surfaces shall have a prime coat of high temperature paint rated at 800°F to 1200°F and a finish coat of high temperature paint rated at 800°F to 1200°F.	_____	_____

**Description (cont.) Page 3**

	<u>YES</u>	<u>NO</u>
<b>Control Panel and Control Sequence:</b>		
a. Shall be assembled by a UL listed panel shop and bear the UL label (508a) or equal with a NEMA 12 enclosure and gasketed Plexiglas window for viewing temperature readouts and draft gauge.	_____	_____
b. Include a meter to record total run time of unit.	_____	_____
c. Include a separate 0-12 hour timer for primary chamber burner and for secondary chamber burner.	_____	_____
d. Include a primary chamber draft gauge to indicate: positive - 0 – negative pressures	_____	_____
e. Include separate 0-2000°F temperature controller with digital readout for primary and secondary chamber. Until preheat set point is achieved in secondary chamber, primary burner and all combustion air fans are locked out. Primary burner shall shut off above chamber set point. Secondary burners shall cycle from high fire to low fire at chamber set point. Above 2000°F all burners will cycle off.	_____	_____
f. Include separate indicator light for combustion air supply operation, primary burner operation, operation of secondary burners, and preheat phase of secondary chamber.	_____	_____
g. Include safety limit switch on main load door to shut off primary burner and combustion air when door is opened.	_____	_____
h. Weatherproof operation/maintenance instruction plaque on panel door.	_____	_____
<b>Installation/Vendor provided services:</b>		
a. Perform cure out of refractory on site as recommended by manufacturer with documentation of logging cure out, minimum 30 hours.	_____	_____
b. Start-up equipment and perform trial burns for 2-3 refuse loads to verify proper operation of unit.	_____	_____
c. Provide on site training of personnel including basic combustion theory, operating procedures, monitoring of combustion control parameters of the incinerator and all emergency procedures.	_____	_____

**Description (cont.) Page 4**

	<u>YES</u>	<u>NO</u>
d. Provide two (2) sets of service and parts manuals, list of recommended spare parts, trouble shooting guides, and equipment electrical and mechanical drawings.	_____	_____
e. Provide one (1) year warranty on all equipment from date of start-up.	_____	_____
f. Have the ability to provide local area service that is experienced and qualified on incinerator repairs on a same-day or next day basis in the event of breakdown. Include name, address, e-mail address, if possible, and telephone number on the Bid Form.	_____	_____

**Services to be provided by purchaser:**

- a. Equipment and labor to unload, set unit in place and install stack sections.
- b. Roof opening for stack with roof flashings and stack counter flashing to make stack opening weather tight.
- c. Natural gas service for 2,000,000 BTU/hr @2-5 P.S.I. pressure to gas regulator on unit.
- d. Electric service, 40 amp, 115 volts, single phase, 60 cycle into control panel. Disconnect will also be provided.

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

a. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

**(1) Steel and manufactured products.** As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.

**(2) Components.** As used in this clause components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

**(3) Cost of Components.** This means the costs for production of the components, exclusive of final assembly labor costs.

b. The successful bidder will be required to deliver only domestic steel and manufactured products, except those:

(1) that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(2) that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

c. List of Supplies/Materials that the US Government has determined are not produced in the United States in sufficient and reasonably available quantities and of sufficient quality (Jan. 1991):

Acetylene, black  
Agar, bulk  
Anise  
Antimony, as metal or oxide  
Asbestos, amosite, chrysolite,  
    an chrysolite  
Bananas  
Bauxite  
Mica  
Microprocessor chips (brought onto a  
    construction site as separate units for  
    incorporation into building systems  
    during construction of repair and  
    alteration of real property)  
Nickel, primary, in ingots, pigs,  
Beef, corned, canned  
Beef extract  
Bephenium Hydroxynapthoate  
Bismuth  
Books, trade, text, technical, or  
    scientific; newspapers;  
    pamphlets; magazines;  
    periodicals; printed briefs and  
    films; not printed in the United  
    States and for which domestics  
    editions are not available  
Brazil nuts, unroasted  
Cadmium, ores and flue dust  
Calcium cyanamide  
Capers  
Cashew nuts  
Castor beans and castor oil  
Chalk, English  
Chestnuts  
Chicle  
Chrome ore or chomite  
Cinchona bark  
Cobalt, in cathodes, rondelles, or  
    other primary ore and metal  
    forms  
Cocoa beans Coconut and coconut meat, unsweetened, in shredded,  
    desiccated or similarly prepared  
    form  
Coffee, raw or green bean  
Colchicine alkaloid, raw  
Copra  
Cork, wood or bark and waste  
Cover glass, microscope slide  
Crysolite, natural  
Cammar gum

Diamonds, industrial, stones  
and abrasives  
Emetine, bulk  
Ergot, crude  
Erthrityl tetranitrate  
Fair linen, altar  
Fibers of the following types:  
abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra and sisal Goat and kidskins shots,  
cathodes, or similar forms;  
nickel oxide and nickel salts  
Nitroguanidine (also known as picrite)  
Nux vomica, crude  
Oiticica oil  
Olive oil  
Olives (Green), pitted or unpitted, or  
stuffed, in bulk  
Opium, crude  
Oranges, mandarin, canned  
Petroleum, crude oil, unfinished oils,  
and finished products (see definitions  
below\*)  
Pine needle oil  
Platinum and related group metals,  
refined, as sponge, powder, ingots, or  
cast bars  
Pyrethrum flowers  
Quartz crystals  
Quebracho  
Quinidine  
Quinine  
Rabbit fur felt  
Radium salts, source and  
special nuclear materials  
Rosettes  
Rubber, crude and latex  
Rutile  
Santonin, crude  
Secretin  
Shellac  
Silk, raw unmanufactured  
Spare and replacement parts for  
equipment of foreign manufacture,  
and for which domestic parts are  
not available  
Spices and herbs, in bulk  
Sugars, raw  
Swords and scabbards  
Talc, block, steatite  
Tantalum  
Tapioca flour and cassava  
Tartar, crude; tartaric acid and cream of  
tartar in bulk  
Tea in bulk

Graphite, natural, crystalline,  
crucible grade  
Handsewing needles  
Hemp yarn  
Hog bristles for brushes  
Hyoscine, bulk  
Ipecac, root  
Iodine, crude  
Kaurigum  
Lac  
Leather, sheepskin, hair type  
Lavender Oil  
Manganese  
Menthol  
Thread, metallic (gold)  
Thyme oil  
Tin in bars, blocks and pigs  
Triprolidine hydrochloride  
Tungsten  
Vanilla beans  
Venom, cobra  
Wax, carnauba  
Woods; logs, veneer, and lumber of  
the following species: Alaskan  
yellow cedar, angelique, balsa, ekki,  
greenhart, lignum vitae, mahogany,  
and teak

Yarn, 50 Denier rayon

\*Petroleum terms are used as follows:

"Crude oil" means crude petroleum, as it is produced at the wellhead, and liquids (under atmospheric conditions) that have been recovered from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir and that are not natural gas products.

"Finished products" means any one or more of the following petroleum oils, or a mixture or combination of these oils, to be used without further processing except blending by mechanical means:

(1) "Asphalt" - a solid or semi-solid cementitious material that (1) gradually liquefies when heated, (2) has bitumen as its predominating constituents, and (3) is obtained in refined crude oil.

(2) "Fuel oil" a liquid or liquefiable petroleum product burned for lighting or for the generation of heat or power and derived directly or indirectly from crude oil, such as kerosene, range oil, distillate fuel oils, gas oil, diesel fuel, topped crude oil, or residues.

(3) "Gasoline" - a refined petroleum distillate that, by its consumption, is suitable for use as a carburant in internal combustion engines.

(4) "Jet fuel" - a refined petroleum distillate used to fuel jet propulsion engines.

(5) "Liquid gases" - hydrocarbon gases recovered from natural gas or produced from petroleum refining and kept under pressure to maintain a liquid State at ambient temperatures.

(6)"Lubricating oil" - a refined petroleum distillate or specially treated petroleum residue used to lessen friction between surfaces.

(7)"Naphtha" - a refined petroleum distillate falling within a distillation range overlapping the higher gasoline and the lower kerosene.

(8)"Natural gas products" - liquids (under atmospheric conditions) including natural gasoline that:

(a) are recovered by a process of absorption, compression, refrigeration, cycling, or a combination of these processes, from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir, and

(b) when recovered and without processing in a refinery, definitions of products contained in subdivision (2), (3), and (7) above.

(9)"Residual fuel oil" - a topped crude oil or viscous residuum that, as obtained in refining or after blending with other fuel oil, meets or is the equivalent of MILSPEC Mil-F-859 for Navy Special Fuel Oil and any more viscous fuel oil, such as No. 5 or Bunker C.

"Unfinished oils" means one or more of the petroleum oils listed under "Finished products" above, or a mixture or combination of these oils, which are to be further processed other than by blending by mechanical means.