



**SPECIFICATIONS  
AND  
SOLICITATION DOCUMENTS**

**FOR**

**AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) VEHICLE**

**FOR THE**

**KINSTON REGIONAL JETPORT  
AND**

**THE NORTH CAROLINA GLOBAL TRANSPARK**

**2780 Jetport Rd.  
Kinston, NC 28504**

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**June 12, 2024**

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## **SOLICITATION TERMS AND CONDITIONS**

### **North Carolina Global TransPark (NCGTP) - Kinston Regional Jetport (ISO)**

#### **Aircraft Rescue and Firefighting (ARFF) Vehicle**

##### **A. Description**

Provide one Class 4 (1,500 gallon) Aircraft Rescue and Firefighting (ARFF) Vehicle for the North Carolina Global TransPark and the Kinston Regional Jetport per the technical specifications provided herein as Attachment A. The successful bidder shall be responsible for providing all material, labor, tools, transportation services, warranty, training and all incidental items necessary for the equipment. Equipment offered shall be new, currently in production, and of the manufacturer's latest design.

##### **B. Bidding Information**

Bids shall be submitted in hard copy form, delivered to the airport offices as described herein and in the Advertisement. This shall include all forms completed in Attachment B. The NCGTP will not accept late bids, electronically submitted bids in any form nor faxed bids. All costs incurred in connection with responding to this Invitation for Bids shall be borne by the bidder.

Questions related to this solicitation may be submitted in writing to Gage King at ghking@ncdot.gov no later than DATE June 26, 2024. Addenda may be issued until 5:00 pm EDT on July 3, 2024. Bids will be opened July 16, 2024 at 2:00.

##### **C. Specifications**

Refer to **Attachment A** – technical specification developed from the Federal Aviation Administration (FAA) Advisory Circular 150/5220-10E. The successful bidder is required to comply with all applicable Federal Requirements attached hereto in **Attachment C**.

##### **D. Delivery**

Prices quoted shall include transportation costs FOB destination. Delivery of the equipment to NCGTP shall be made by flatbed truck to the following location: North Carolina Global TransPark 2270 John Mewborne Rd. Kinston, North Carolina. Delivery time indicated in the Bid Response shall be a consideration in the bid evaluation process. The number of days for delivery proposed and agreed upon shall be included in the contract documents. Bidder must agree to fully complete the contract within the number of calendar days noted in the contract and agrees to pay as liquidated damages an amount of five hundred dollars (\$500) for each calendar day thereafter the contract is not complete.

##### **E. Performance Bond and Payment Bond**

The successful bidder shall furnish separate performance and payment bonds, each in the amount of 100% of the contract price. The bonds shall be made payable to the NCGTP as security for faithful performance of the contract and for payment of all persons, firms or corporations to whom the bidder may become legally indebted for labor, materials, equipment or services in the performance of the work. The form of the bonds shall be as prescribed in

the North Carolina General Statute Chapter 44A, Article 3, sub-article 44A-33. The current power of attorney for the person signing the bonds as representative of the surety shall be attached to the bonds. The executed bonds shall be delivered to the NCGTP concurrently with delivery of the executed contracts or purchase order. The bonds shall be issued by a solvent surety which is certified to operate in North Carolina.

**F. Bid Bond**

Each sealed bid shall be accompanied by a certified check, cashier's check or satisfactory Bid Bond, in an amount equal to five percent (5%) of the bid, payable to the North Carolina Global TransPark.

**G. Warranty**

The successful bidder shall warrant the vehicle to be free from defects in material and workmanship under normal use and service for no less than one full year following delivery, training and final acceptance. The obligation under this warranty is limited to normal use and service. The obligation under this warranty is limited to making good any parts or parts thereof, including all equipment trade accessories (except tires, storage batteries, electrical lamps, and other devices subject to normal deterioration) supplied by the manufacturer. Parts developing defects within one (1) year after acceptance of such vehicle by NCGTP must be returned to the successful bidder with transportation charges pre-paid and which, on examination by the manufacturer, shall disclose to the manufacturers satisfaction to have been thus defective.

Each bid response shall state the nature and duration of the manufacturer's warranty on the vehicle offered. The warranty statement provided is required to include as a minimum:

1. Manufacturer's obligations
2. Duration of the warranty period (if different for separate components, including but not limited to truck chassis, truck body, pumps, engines, please state)
3. Warranty procedure
4. Disclaimers

A copy of the manufacturer's warranty is required to be included with the bid submission.

**H. Inspection and Maintenance**

A factory inspection of the completed vehicle shall be provided at no cost to the NCGTP. Bid price shall include airfare, meals and lodging for two Airport representatives. The successful bidder must allow NCGTP representatives to witness a tilt-table test with the finished vehicle, as well as drive and operate the vehicle and its systems on-and off-road course. The bidder should expect the inspection to be two or three days' in duration.

After delivery and acceptance by NCGTP, the successful bidder shall arrange for a factory service representative to perform (4) complete service inspections at no additional charge for travel, labor, and materials; the first inspection at 6 months, the second at 12 months, the third at 18 months, and the fourth at 23 months. Each service inspection shall consist of an in-

depth evaluation and detailed condition report of all interface systems and components which includes:

Air System  
Electrical System  
Firefighting System  
Foam Proportioning System  
General Vehicle Inspection

The successful bidder shall be required to perform manufacturer's recommended preventative maintenance for the vehicle, furnished as a result of this bid invitation during the warranty period. Successful bidder shall make all necessary adjustments to the vehicle, not required by reason of accident, misuse, or any casualty, at the bidder's expense during the warranty period.

The successful bidder shall be capable of providing the following maintenance support:

1. Certified service technicians (those trained on the manufacturer's equipment) must be available to respond within 24 hours in the event service is required.
2. The bidder shall guarantee parts distribution support for the vehicle provided herein for a period of not less than twenty (20) years. **Such guarantee shall be provided with the bid submission.**

#### **I. Training**

It shall be the responsibility of the successful bidder to provide training at no cost to NCGTP for all Fire Department personnel in the complete operation of the equipment. A complete factory training maintenance session shall be provided at no cost to NCGTP mechanics on the vehicle during the training period.

Training shall include the following:

1. A factory service representative to conduct a training course and demonstrate the equipment for five (5) days on-site at the Airport.
2. Use of manufacturer's electronic operator programs along with service and parts manuals.

#### **J. Parts/Service Manuals**

The successful bidder shall supply the following concurrent with delivery of the vehicle:

1. One (1) electronic and two (2) paper copies of the Operations, Maintenance, Illustrated Parts List, and Electronic Diagrams manuals as identified in Section 3.1.1 of the Specification (Attachment A).
2. Recommended Spare Parts List.
3. The manufacturer shall maintain a complete inventory of all replacement parts.

#### **K. Schedule of Payments**

Payment for bid item 1, ARFF Vehicle (including add alternate #1 and #2 if accepted) will be made as follows:

- a. Payment 1 (10 percent) will be made within 30 days of receipt of an application for payment from the vendor following approval of a shop submittal package with full

- manufacturer data and drawings for the vehicle to be supplied.
- b. Payment 2 (40 percent) will be made within 30 days of receipt of an application for payment from the vendor upon successful completion of the NCGTP witnessed factory testing of the completed vehicle.
- c. Payment 3 (50 percent) will be made within 30 days of receipt of an application for payment from the vendor following vehicle delivery and training.

Payment for bid item 2, Training costs, will be made within 30 days of receipt of an application for payment from the vendor following completion of operational and maintenance training.

Payment for bid item 2, Other costs, will be made as follows:

- a. Payment 1 (50 percent) will be made within 30 days of receipt of an application for payment from the vendor upon successful completion of the NCGTP witnessed factory testing of the completed vehicle.
- b. Payments 2, 3, 4 and 5 (12.5 percent each) will be made within 30 days of receipt of an application for payment from the vendor following completion of specified service inspections.

**L. Insurance**

The successful bidder shall furnish to the NCGTP, concurrently with the executed contract or purchase order, insurance certificates confirming that the bidder has the following coverages and limits in force.

- a. **INSURANCE:** Contractor shall purchase and maintain such comprehensive general liability, comprehensive automobile liability, and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
  - (1) Claims under worker' or workmen's compensation, disability benefits and other similar employee benefit acts;
  - (2) Claims for damages because of bodily injury, occupations sickness or disease, or death of Contractor's employees;
  - (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - (4) Claims for damages insured by personal injury liability coverage which are substantiated
    - (a) by any person as a result of an offence directly or indirectly related to the employment

of such person by Contractor, or (b) by any other person for any other reason;

- (5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use of resulting therefrom;
- (6) Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
- (7) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages specified in paragraph c. or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior to written notice has been given to NCGTP by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with subsection 50-18 of the General Conditions. In addition, Contractor shall maintain such completed payment and furnish NCGTP with evidence of continuation of such insurance at final payment and one year thereafter, with the exception of NCGTP's Protective Liability coverage.

b. INDEMNIFICATION:

- (1) The Contractor shall indemnify and hold harmless NCGTP and their consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and  
(b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder or arises by or is imposed by Law or Regulations regardless of the negligence of any such party.
- (2) In any and all claims against NCGTP or any of their consultants, agents, or employees by any employee of Contractor, Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph b.(1) above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- c. COVERAGES: The limits of liability for the insurance required by Paragraph a. above shall provide for not less than the following amounts or greater where required by law:  
(1) Workers' Compensation, etc.:

- (a) State: Statutory
- (b) Applicable Federal  
Statutory (e.g. Longshoreman's)
- (c) Employer's Liability \$5,000,000

(2) Comprehensive General Liability:

- (a) Bodily Injury and property Damage: \$5,000,000  
Combined Single Limit (Per Occurrence)
- (b) The Contractor's General Liability insurance shall provide coverage for the following:  
(1) Premises – Operations, (2) Independent Contractors, (3) Products/Completed Operations Hazard, (4) Underground Hazard, (5) Broad Form Property Damage, (6) Where applicable, Explosion and Collapse Hazard, and (7) Personal Injury.

(3) Comprehensive Automobile Liability:

- (a) Bodily Injury and Property Damage: \$5,000,000  
Combined Single Limit (Per occurrence)
- (b) The Contractor's Comprehensive Automobile Liability Insurance shall provide coverage for Bodily Injury and Property Damage per Occurrence for owned, hired, and non-owned vehicles.
- (c) The NCGTP, its officials, its staff and consultants shall be named as additional insureds with right of notice in the policy.
- (d) The Contractor shall obtain in the name of the NCGTP, NCGTP's Protective Liability Insurance which will have the same limits of coverage for the same period as that required in paragraph 70-11.c(2) above for the Contractor's general liability coverage, including liability for acts of Subcontractors and Subordinated Contractors.
- (e) Contractor shall purchase and maintain such Protective and Contractual Bodily Injury Liability Insurance and such Protective and Contractual Property Damage Liability Insurance as shall be required by any public bodies or utility companies whose property, facilities, or right-of-way may be affected by the Work to be done under this Contract.
- (f) Contractor will provide such additional information in respect of insurance provided by him as the NCGTP may reasonable request. Failure by NCGTP to give any such



notice of objection within the time provided shall constitute an acceptance of such insurance purchased by Contractor as complying with the Contract Documents.

(g) Certificates in triplicate from the insurance carrier stating the limits or liability and expiration date shall be filed with NCGTP before operations are begun, certificates shall not merely name the types of policy provided but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this subsection. The certificates shall, in addition to the information relative to the insurance required, contain the following:

- (1) Inception and expiration dates of insurance policy.
- (2) Limits of liability provided (Public Liability and Property Damage).
- (3) Coverage provided, including special hazards if required.
- (4) Name of insurance company.
- (5) Policy number.
- (6) Additional interests covered.
- (7) Statement that the Explosion, Collapse, and Underground exclusion do not apply.
- (8) Certificate shall reflect self-insured retention applicable to any contract of insurance.
- (9) Excess liability certified contracts must state underlying insurance requirements.
- (10) Project number and nature of work.

No certificate will be accepted which exculpates the issuer or reduces any rights conferred on the NCGTP by the above certificates, nor will they be accepted unless the certificates bear a live signature of a direct representative of a company authorized to do business in the state where the work is located.

No certificate will be accepted unless the person signing the certificate certifies, in a separate letter, his exact relationship with the insurance carrier or carriers indicated in the certificate.

NCGTP may, at its discretion, modify or waive any of the foregoing requirements.

No contract of insurance containing a "claims made" insuring agreement will be acceptable unless the contractor offering such insurance to fulfill the requirements of this Contract agrees that each such contract of insurance shall be renewed for the entire existence of the Contractor, their successors or assigns; and that on termination of such coverage which is not replaced by a

similar contract with the required limits of liability, a “tail policy” will be purchased with limits not less than those required by this Contract.

**M. General Terms**

In submitting a response to this Invitation for Bids, vendors hereby understand the following:

1. All project participants must comply with all applicable federal, state laws and NCGTP rules and regulations pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
2. The bids submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final completed contract. If there is any variance or conflict, the bid specifications, conditions, and requirements shall control.
3. Bidders must hold the bid price for ninety (90) days from bid opening date and may not withdraw their bid for at least ninety (90) days after the time and date set for the receipt of bids. Prices MUST also be free of federal, state and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid. Bidder must submit a E-595E Tax Exemption Form. NCGTP does not pay North Carolina Sales Tax and must be reflected in the bid price.
4. Bidder MUST return the original attached Bid Form as noted previously on the bid due date.
5. Envelopes containing responses must be sealed and marked with the firm name and address bid number, date, and time.
6. NCGTP reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason. NCGTP will be the sole judge in determining as equivalent products (if applicable). The successful bidder will be the lowest responsible and responsive bidder. For purposes of this solicitation, the lowest responsible bidder is the firm that NCGTP determines meets the specifications at the lowest price.
7. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist NCGTP in analyzing your bid.
8. A purchase order and/or contract agreement constitutes NCGTP’s offer to the service provider upon the terms and conditions stated herein and shall become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
9. After award, if the successful bidder/supplier refuses or fails to make deliveries of the materials and or services within the times specified in the Invitation for Bids, purchase order, or contractual agreement, NCGTP may, by written notice, terminate the contract or purchase order.
10. The supplier shall hold and save the Kinston Regional Jetport, the North Carolina Global TransPark and its officers, agents, servants/employees harmless from liability of any patented or unpatented invention, process,

article, or appliance manufactured, or used in the performance of the contract, including its use by NCGTP.

11. Payment of the seller's invoices is subject to adjustment and payment terms are net 30 days following approval by NCGTP.
12. Procedures respecting bids and the selection of Contractors shall be in conformity with the State of North Carolina procurement rules.
13. All provisions of this solicitation shall be governed by and interpreted under North Carolina law.
14. The Bidder agrees that:
  - a. He/she shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical handicap;
  - b. In all solicitations or advertisements for employees, he/she shall include the phrase, 'Equal Opportunity Employer,' or a similar phrase;
  - c. If he/she fails to comply, he shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by NCGTP;
  - d. If he/she is found guilty of discrimination under a decision, he/she shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by NCGTP; and,
  - e. He/she shall include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
15. The firm responding to this bid proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
16. If a response to this Invitation for Bids is accepted, the Bidder agrees to execute and deliver to NCGTP a contract or execute a Purchase Order in accordance with the Contract Documents within ten days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith shall become the property of NCGTP in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder shall be liable for NCGTP's actual damages that exceed the amount of the surety.
17. It shall be understood that time is of the essence in the bidder performance. The bidder agrees that NCGTP's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the Contract Documents, the bidder

shall be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.

18. The bidder hereby certifies that he/she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Invitation for Bids, that he/she has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Invitation for Bids and documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
19. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document shall be compliant with existing NCGTP hardware, software, and applications where applicable. Verification must be provided in the response to this document.
20. The Bidder certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
21. It shall be understood that any bid and any/all referencing information submitted in response to this Invitation for Bids shall become the property of the Airport Authority and will not be returned. The Authority will use discretion with regards to disclosure of proprietary information contained in any response but cannot guarantee that information will not be made public. As a governmental entity, the Authority is subject to making records available for disclosure after Board approval of the recommendation.
22. The Airport Authority will not be responsible for any expenses incurred by any vendor in the development of a response to this Invitation for Bids. Further, the Authority shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Authority has formally accepted a recommendation.
23. Bids must be received prior to the time and date listed to be considered responsive. NCGTP will not "accept" late responses and will return them to the sender. Further, NCGTP will not be responsible for bids which are not legible (and may choose to reject such responses).
24. By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department or bureau, or committee sanctioned by and/or governed by the NCGTP. Bidders shall identify any

interests, and the individuals involved, on separate paper with the response and shall understand that the NCGTP may reject their bid.

25. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the NCGTP to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The NCGTP encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
26. The NCGTP has established a DBE project goal of 0.0% for this solicitation. Participation by NCDOT certified DBE firms is encouraged and shall be reported with the bid for the purposes of documenting DBE participation achieved through non-race conscious means.

# **ATTACHMENT 'A'**

## **TECHNICAL SPECIFICATION**

### 3.4. VEHICLE PROCUREMENT SPECIFICATION, CLASS 4

#### PROCUREMENT SPECIFICATION

##### Class 4

#### AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE

1. SCOPE. This Procurement Specification (PS) covers a commercially produced diesel engine driven ARFF vehicle for an Index B airport. It includes a 1500 gallon water/Aqueous Film Forming Foam (AFFF) fire suppression system: 500 lb sodium-based dry chemical only complementary system.

The ARFF vehicle is intended to carry rescue and fire fighting equipment for the purpose of rescuing aircraft passengers, preventing aircraft fire loss, and combating fires in aircraft.

2. CLASSIFICATION. The ARFF vehicle(s) covered by this PS are classified in accordance with Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers, Section 315, Aircraft Rescue and Firefighting: Index Determination; Section 317, Aircraft Rescue and Firefighting: Equipment and Agents; and Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles, as follows:

Airport Index	Vehicle Class	Minimum Rated Capacities (gallons/liters)
Index B	4	1500 gallon (5678 liter) water/AFFF solution

3. VEHICLE CONFORMANCE/PERFORMANCE CHARACTERISTICS. The ARFF vehicle will be in accordance with the applicable requirements of National Fire Protection Association (NFPA) 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition), and AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles.

#### 3.1 General Administration Requirements.

3.1.1 Manuals: Technical manuals will consist of operator, service, and parts manuals. All manuals are required to be provided in hardcopy and in digital format on CDs when requested.

3.1.1.1 Technical manuals. The overall format for the manuals will be commercial. Each technical manual will have a title page. Line art will be used to the maximum extent possible for illustrations and parts lists. One complete set of engine and transmission parts, service and operator's manuals will be packed with each vehicle.

- a. The contractor will provide digitized manuals in CD format when requested in addition to or in place of printed paper copies.
- b. The contractor will provide two complete sets of hardcopy manuals and / or CDs when requested.

3.1.1.1.1 Operator's manual. The operator's manual will include all information required for the safe and efficient operation of the vehicle, including fire extinguishing systems, equipment, and any special attachments or auxiliary support equipment. As a minimum, the operator's manual will include the following:

- a. The location and function of all controls and instruments will be illustrated and functionally described.
- b. Safety information that is consistent with the safety standards established by the Occupational Safety and Health Administration (OSHA) and NFPA.
- c. All operational and inspection checks and adjustments in preparation for placing the vehicle into service upon receipt from the manufacturer.
- d. Tie down procedures for transport on a low-boy trailer.
- e. Warranty information and the period of the warranty coverage for the complete vehicle and for any component warranty that exceeds the warranty of the complete vehicle. Addresses and telephone numbers will be provided for all warranty providers.
- f. General description and necessary step-by-step instructions for the operation of the vehicle and its fire extinguishing system(s) and auxiliary equipment.
- g. A description of the post-operational procedures (draining, flushing, re-servicing, et cetera).
- h. Daily maintenance inspection checklists that the operator is expected to perform, including basic troubleshooting procedures.
- i. Disabled vehicle towing procedures.
- j. Procedures and equipment required for changing a tire.
- k. Schedules (hours, miles, time periods) for required preventative maintenance and required periodic maintenance.
- l. Line art drawing of the vehicle, including panoramic views (front, rear, left, and right sides) showing basic dimensions and weights (total vehicle and individual axle weight for the unloaded and fully loaded vehicle). For the purposes of this AC, "unloaded" is defined as a lack of agent, occupants and compartment load, and "loaded" is defined as including agent, occupants and compartment load.

3.1.1.1.2 Service manual. The service manual will identify all special tools and test equipment required to perform servicing, inspection, and testing. The manual will cover troubleshooting and maintenance as well as minor and major repair procedures. The text will contain performance specifications, tolerances, and fluid capacities; current, voltage, and



resistance data; test procedures; and illustrations and exploded views as may be required to permit proper maintenance by qualified vehicle mechanics. The manual will contain an alphabetical subject index as well as a table of contents. The service manual will contain at least the following, where applicable:

- a. Fire fighting system schematic(s).
- b. Hydraulic schematic.
- c. Pneumatic schematic.
- d. Electrical schematic.
- e. Winterization schematic.
- f. Fuel schematic.
- g. Schedules for required preventative maintenance and required periodic maintenance.
- h. Lubrication locations, procedures, and intervals for parts of the vehicle and equipment that require lubrication.

3.1.1.1.3 Parts identification manual. The parts manual will include illustrations or exploded views (as needed) to identify properly all parts, assemblies, subassemblies, and special equipment. All components of assemblies shown in illustrations or exploded views will be identified by reference numbers that correspond to the reference numbers in the parts lists. All purchased parts will be cross-referenced with the original equipment manufacturer's (OEM) name and part number. The parts identification manual will provide the description and quantity of each item used for each vehicle. The size, thread dimensions, torque specifications, and special characteristics will be provided for all nonstandard nuts, bolts, screws, washers, grease fittings, and similar items. The manual will contain a numerical index. The parts manual will contain a list of all of the component vendor names, addresses, and telephone numbers referenced in the parts list.

### 3.1.2 Painting, plating, and corrosion control.

3.1.2.1 Finish. Exterior surfaces will be prepared, primed, and painted in accordance with all of the paint manufacturer's instructions and recommendations. Vehicles will be painted and marked in accordance with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport. The interior finish of all compartments will be based on the manufacturer's standard production practice. This may include painting, texturing, coating or machine swirling as determined by the manufacturer. All bright metal and anodized parts, such as mirrors, horns, light bezels, tread plates, and roll-up compartment doors, will not be painted. All other surfaces capable of being painted must be in the appropriate yellow-green color.

3.1.2.2 Dissimilar metals. Dissimilar metals, as defined in MIL-STD-889, Dissimilar Metals, will not be in contact with each other. Metal plating or metal spraying of dissimilar base

metals to provide electromotively compatible abutting surfaces is acceptable. The use of

dissimilar metals separated by suitable insulating material is permitted, except in systems where bridging of insulation materials by an electrically conductive fluid can occur.

3.1.2.3 Protection against deterioration. Materials that deteriorate when exposed to sunlight, weather, or operational conditions normally encountered during service will not be used or will have a means of protection against such deterioration that does not prevent compliance with performance requirements. Protective coatings that chip, crack, or scale with age or extremes of climatic conditions or when exposed to heat will not be used.

3.1.2.4 Reflective stripes. A minimum eight (8) inch horizontal band of high gloss white paint or white reflective tape (Retroreflective, ASTM-D 4956-09, *Standard Specification for Retroreflective Sheeting for Traffic Control*, TYPE III & above) must be applied around the vehicle's surface.

3.1.2.5 Lettering. The manufacturer will apply the airport's 'Name' and 'Insignia' (if available) in a contrasting color or by decal on both sides of the vehicle in long radius elliptical arches above and below the lettering center line. The size of the lettering will be a minimum of 2½-inches to a maximum of 6-inches. Reflective lettering is allowed if the material is the same as that which is used for the reflective stripe (as specified in AC 150/5210-5).

3.1.3 Vehicle identification plate. A permanently marked identification plate will be securely mounted at the driver's compartment. The identification plate will contain the following information:

- a. NOMENCLATURE
- b. MANUFACTURER'S MAKE AND MODEL
- c. MANUFACTURER'S SERIAL NUMBER
- d. VEHICLE CURB WEIGHT: kg (pounds)
- e. PAYLOAD, MAXIMUM: kg (pounds)
- f. GROSS VEHICLE WEIGHT (GVW): kg (pounds)
- g. FUEL CAPACITY AND TYPE: gals (gallons)
- h. DATE OF DELIVERY (month and year)
- i. WARRANTY (months and km (miles))
- j. CONTRACT NUMBER
- k. PAINT COLOR AND NUMBER

A second permanently marked information data plate will be securely mounted on the interior of the driver's compartment. The plate will contain the information required by NFPA 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition), Section 1.3.5 Vehicle Information Data Plate. A single plate that combines or contains the information required for both plates is acceptable.

#### 3.1.4 Environmental conditions.

3.1.4.1 Vehicle operation and storage temperature conditions will vary with geographical location. Thus, the locality temperature range can go from -40° to 110°F. Refer to NFPA 414 for vehicle winterization criteria.

3.1.4.2 Temperature range. The vehicle will be capable of satisfactory storage and operation in temperatures ranging from 33° to 110°F. The vehicle will be equipped with a cab, chassis, and agent winterization system, permitting operation at 33°F. The winterization system will not detract from the performance of the vehicle or the firefighting system in ambient temperatures up to 110°F.

3.1.5 Reduction of potential foreign object damage. All loose metal parts, such as pins, will be securely attached to the vehicle with wire ropes or chains. Removable exterior access panels, if provided, will be attached with captive fasteners.

#### 3.1.6 Vehicle Mobility.

3.1.6.1 Operating terrain. The vehicle will be capable of operating safely on paved roads, graded gravel roads, cross country terrain, and sandy soil environments. Cross country terrain consists of open fields, broken ground, and uneven terrain. An off-road, high-mobility suspension system resulting in no more than 0.5  $G_{rms}$  acceleration at the driver's seat of the vehicle when traversing an 8-inch (20 cm) diameter half round at 35 mph (56 kph) must be provided. The suspension design by which the manufacturer meets the suspension performance requirements is at the manufacturer's discretion.

3.1.6.2 Gradeability. The fully loaded vehicle will be able to ascend any paved slope up to and including 50-percent.

3.1.6.3 Side slope stability. The fully loaded vehicle will be stable on a 30° side slope when tested in accordance with NFPA 414.

3.1.6.4 Cornering stability. The fully loaded vehicle will be stable in accordance with NFPA 414 when tested in accordance with NFPA 414.

#### 3.2 Weights and dimensions.

3.2.1 Overall dimensions. The maximum dimensions listed below are desirable to ensure vehicles can be accommodated in existing fire stations. Likewise, the overall dimensions should be held to a minimum that is consistent with the best operational performance of the vehicle and the design concepts needed to achieve this performance and to provide maximum maneuverability in accordance with NFPA 414.

<b>Vehicle Capacity /Dimensions</b>	<b>1500 Gallon</b>
Length (inches/cm)	433/1100
Width (inches/cm, excluding mirrors)	124/315
Height (inches/cm)	154/391

**NOTE:** For Airport Operator Validation: Consult AC 150/5210-15, Aircraft Rescue and Fire Fighting Station Building Design, Appendix A, to ensure vehicles measurements do not exceed existing airport fire station dimensions.

3.2.2 Angles of approach and departure. The fully loaded vehicle will have angles of approach and departure of not less than 30°.

3.2.3 Field of vision. The vehicle will have a field of vision in accordance with NFPA 414.

3.2.3.1 Mirrors. Combination flat and convex outside rearview mirrors will be installed on each side of the cab. The flat mirrors will be of the motorized remote control type, providing not less than 60° horizontal rotational viewing range. The flat mirrors will also have electrically heated heads. Mirror remote and heating controls will be located on the instrument panel within reach of the seated driver. To provide the driver a clear view of the area ahead of the vehicle and to eliminate potential blind spots, a rectangular mirror will be installed on the lower corner of each side of the windshield, having a minimum area of 35 square inches.

The vehicle will have a back-up (rear-view) camera with a display monitor mounted above the driver in the cab. Cameras and monitors that are designed to replace the function of the side-view mirrors are not an approved option in this specification.

3.3 Chassis and vehicle components.

3.3.1 Engine. The vehicle will have a turbocharged diesel engine that is certified to comply with the Environmental Protection Agency (EPA) and state laws for off-highway emission requirements at the time of manufacture. The engine and transmission must operate efficiently and without detrimental effect to any drive train components when lubricated with standard, commercially available lubricants according to the recommendations of the engine and transmission manufacturers.

3.3.1.1 Acceleration. The fully loaded vehicle will accelerate from 0 to 50 miles per hour (mph) on a level paved road within: 25 seconds.

3.3.1.2 Maximum speed. The fully loaded vehicle will attain a minimum top speed of 70 mph on a level, paved road.

3.3.1.3 Pump and roll on a 40-percent grade. The fully loaded vehicle will be capable of pump and roll operations on a paved, dry, 40-percent grade in accordance with NFPA 414.

3.3.1.4 Altitude. Where justified, the vehicle, including the pumping system, will be designed for operation at 2,000 feet above sea level.

3.3.2 Engine cooling system. The engine cooling system will be in accordance with NFPA 414. A label will be installed near the engine coolant reservoir reading “Engine Coolant Fill.”

3.3.3 Fuel system. The fuel system will be in accordance with NFPA 414.

3.3.3.1 Fuel priming pump. The vehicle will be equipped with an electric or pneumatic fuel pump in addition to the mechanical fuel pump. The electric/pneumatic pump will be used as a priming pump capable of re-priming the engines fuel system.

3.3.3.2 Fuel tank. The vehicle will have one or two fuel tanks with a minimum usable capacity in accordance with NFPA 414, as amended by NFPA 414. Each tank will have a fill opening of 3 inches minimum, readily accessible to personnel standing on the ground and designed to prevent fuel splash while refueling. Each tank will be located and mounted so as to provide maximum protection from damage, exhaust heat, and ground fires. If more than one tank is furnished, means will be provided to assure equalized fuel level in both tanks. An overturn fuel valve will be provided for each tank to prevent spillage in the event of a rollover. Each fuel tank must be prominently labeled “Diesel Fuel Only”.

3.3.4 Exhaust system. The exhaust system will be in accordance with NFPA 414. The exhaust system will be constructed of high grade rust resistant materials and protected from damage resulting from travel over rough terrain. The muffler(s) will be constructed of aluminized steel or stainless steel. Exhaust system outlet(s) will be directed upward or to the rear, away from personnel accessing equipment compartments and the engine air intake, and will not be directed toward the ground.

3.3.5 Transmission. A fully automatic transmission will be provided. The transmission will be in accordance with NFPA 414.

3.3.6 Driveline. The vehicle driveline will be in accordance with NFPA 414. If the driveline is equipped with a differential locking control, a warning/caution label will be placed in view of the driver indicating the proper differential locking/un-locking procedures. The operator’s manual will also include a similar warning/caution. All moving parts requiring routine lubrication must have a means of providing for such lubrication. There must be no pressure lubrication fittings where their normal use would damage grease seals or other parts.

3.3.7 Axle capacity. Each axle will have a rated capacity, as established by the axle manufacturer, in accordance with NFPA 414.

3.3.8 Suspension. The suspension system will be in accordance with NFPA 414 and AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles.

3.3.9 Tires and wheels. Tires and wheels will be in accordance with NFPA 414. The vehicle will be equipped with single tires and wheels at all wheel positions. The vehicle will be equipped with tubeless steel belted radial tires with non-directional on/off-road type tread mounted on disc wheel assemblies. Tire and wheel assemblies will be identical at all positions. Tires and wheels will be certified by the manufacturer for not less than 25 miles of continuous operation at 60 mph at the normal operational inflation pressure.

A spare tire and wheel assembly will be provided; however, the spare tire and wheel assembly are not required to be mounted on the vehicle. Tires will be new. Retreads, recaps, or re-grooved tires will not be permitted.

3.3.10 Towing connections. The vehicle will be equipped with towing connections in accordance with NFPA 414. The vehicle will be designed for flat towing; the capability to lift and tow the vehicle is not required. The tow connections may intrude into the 30 degree approach angle.

3.3.11 Brake system. The vehicle will be equipped with a multi-channel all-wheel antilock brake system with at least one channel for each axle. The brakes will be automatic, self-adjusting and fully air-actuated. Brakes will be in accordance with CFR 49 CFR 393.40 through 393.42(b)), 393.43, and 393.43 through 393.52. The braking system, complete with all necessary components will include:

- a. Air compressor having a capacity of not less than 16 standard cubic feet per minute (SCFM).
- b. Air storage reservoir(s), each tank equipped with drain (bleed) valves, and with safety and check valves between the compressor and the reservoir tank.
- c. Automatic moisture ejector on each air storage reservoir. Manual air tank drains are acceptable if they are labeled, are centrally located in one compartment and are accessible by an individual standing at the side of the vehicle.
- d. Automatic slack adjusters on cam brakes or internal self-adjusting brakes on wedge brakes on all axles.
- e. Spring set parking brakes.

All components of the braking system will be installed in such a manner as to provide adequate road clearance when traveling over uneven or rough terrain, including objects liable to strike and cause damage to the brake system components. No part of the braking system will extend below the bottom of wheel rims, to ensure, in case of a flat tire, that the weight of the vehicle will be supported by the rim and the flat tire and not be imposed on any component of the braking system. Slack adjusters and air chambers will be located above the bottom edge of the axle carrier.

3.3.11.1 Air dryer. A replaceable cartridge desiccant air dryer will be installed in the air brake system. The dryer will have the capability of removing not less than 95 percent of the

moisture in the air being dried. The dryer will have a filter to screen out oil and solid contaminants. The dryer will have an automatic self-cleaning cycle and a thermostatically controlled heater to prevent icing of the purge valve.

3.3.11.2 Compressed air shoreline or vehicle-mounted auxiliary air compressor. A flush mounted, check valved, auto-eject compressed air shoreline connection will be provided to maintain brake system pressure while the vehicle is not running.

The shoreline will be flush mounted (not to extend outside the body line), located on the exterior of the vehicle, either on the left side rear corner of the cab, or at the rear of the vehicle. In lieu of a compressed air shoreline connection, the vehicle may be equipped with a 110 volt shoreline connected vehicle-mounted auxiliary air compressor. In lieu of a compressed air shoreline connection, the vehicle may be equipped with an electrical shoreline connected vehicle mounted auxiliary air compressor.

3.3.12 Steering. The vehicle will be equipped with power steering. Rear-wheel steering technology is not an approved vehicle option.

3.3.12.1 Steering effort. The steering system performance will be in accordance with NFPA 414.

3.3.12.2 Turning diameter. The fully loaded vehicle will have a wall to wall turning diameter of less than three times the overall length of the vehicle in both directions in accordance with NFPA 414.

3.3.13 License plate bracket. A lighted license plate bracket will be provided at the left rear and left front of the vehicle. The location of the left front bracket will be placed so as not to interfere with the operation of fire fighting systems.

3.4 Cab. The vehicle will have a fully enclosed two door cab of materials which are corrosion resistant, such as aluminum, stainless steel, or glass reinforced polyester construction. Steps and handrails will be provided for all crew doors, and at least one grab handle will be provided for each crew member, located inside the cab for use while the vehicle is in motion. The lowermost step(s) will be no more than 22 inches above level ground when the vehicle is fully loaded. A tilt and telescoping steering column will be provided.

3.4.1 Windshield and windows. The windshield and windows will be of tinted safety glass. Each door window will be capable of being opened far enough to facilitate emergency occupant escape in the event of a vehicle accident. The vehicle windows will have an electric control system.

3.4.2 Cab interior sound level. The maximum cab interior sound level will be in accordance with NFPA 414.

3.4.3 Instruments and controls. All instruments and controls will be illuminated and designed to prevent or produce windshield glare. Gauges will be provided for oil pressure, coolant temperature, and automatic transmission temperature. In addition to the instruments and controls required by NFPA 414, the following will be provided within convenient reach of the

seated driver:

- a. Master warning light control switch,
- b. Work light switch(es), and
- c. Compartment "Door Open" warning light and intermittent alarm that sounds when a compartment door is open and the parking brakes are released or the transmission is in any position other than neutral.

3.4.4 Windshield deluge system. The vehicle will be equipped with a powered windshield deluge system. The deluge system will be supplied from the agent water tank and will have an independent pumping system. The deluge system activation switch will be located within reach of the seated driver and turret operator.

3.4.5 Forward Looking Infrared (FLIR). A forward looking infrared (FLIR) camera and in-cab monitor, meeting the requirements of NFPA 414, will be provided. In addition, the FLIR monitor described in NFPA 414 will have a minimum dimension of 10 in (25 cm) (measured diagonally) and be located in a position where it is visible to both the seated driver and turret operator.

3.4.6 Climate control system. The offeror/contractor's standard heater/defroster and air conditioning system will be provided. The climate control system will induct at least 60 cubic feet per minute of fresh air into the cab. Cab mounted components will be protected from inadvertent damage by personnel.

3.4.7 Seats. The driver seat will be adjustable fore and aft and for height. The turret operator's seat, located to the right front of the driver's seat, will be a fixed (non-suspension) type. Each seat will be provided with a Type 3 seat belt assembly (i.e., 3-point retractable restraint) in accordance with CFR 49 CFR 571.209. Seat belts must be of sufficient length to accommodate crew members in full Personal Protective Equipment (PPE).

3.4.7.1. Seat Options. Two types of seat options are allowed in the vehicle. A standard seat contains a hard/fixed back. For these seats, a remote-mounted bracket designed to store a Self-Contained Breathing Apparatus (SCBA) will be provided. The remote-mounted bracket for the driver and turret operator (at a minimum) must be placed inside the cab. The brackets for seat positions #3 and #4 may be placed outside of the cab if necessary. An SCBA seat, on the other hand, contains an opening which can accommodate someone wearing an SCBA. The chart below represents the user's stated preference for the vehicle seating configuration.

Position	Standard	SCBA-Seat	N/A
Driver	X		
Turret		X	
# 3		X	
# 4			X



3.4.8 Windshield wipers and washer. The vehicle will be equipped with electrically powered windshield wipers. The wiper arms and blades will be of sufficient length to clear the windshield area described by SAE J198, Windshield Wiper Systems - Trucks. Individual wiper controls will include a minimum of two speed settings and an intermittent setting. The wiper blades will automatically return to a park position, out of the line of vision. The vehicle will be equipped with a powered windshield washer system, including an electric fluid pump, a minimum one gallon fluid container, washer nozzles mounted to the wiper arms (wet arms), and a momentary switch.

3.4.9 Warning signs. Signs that state "Occupants must be seated and wearing a seat belt when apparatus is in motion" will be provided in locations that are visible from each seated position in accordance with NFPA 414."

3.4.10 Lateral accelerometer and/or stability control system. The vehicle will be equipped with a lateral accelerometer and/or an electronic stability control system in accordance with NFPA 414.

3.4.11 Monitoring and Data Acquisition System (MADAS). The vehicle will be equipped with a MADAS as prescribed by NFPA 414.

3.5 Body, compartments, and equipment mounting.

3.5.1 Body. The vehicle will have a corrosion-resistant body.

3.5.2 Compartments. The vehicle body will have lighted compartments in accordance with NFPA 414 with a minimum of 10 cubic feet of enclosed storage space.

3.5.2.1 Compartment doors. Storage compartments will have clear anodized aluminum, counterbalanced, non-locking, roll-up or single hinged doors as determined by the manufacturer. Door latch handles on roll-up doors will be full-width bar type. Door straps will be provided to assist in closing the compartment doors when the rolled up or hinged door height exceeds six feet above the ground.

3.5.2.2 Scuffplates. Replaceable scuffplates will be provided at each compartment threshold to prevent body damage from sliding equipment in and out of the compartments. The scuffplates will be securely attached to the compartment threshold but will be easily replaceable in the event of damage.

3.5.2.3 Drip rails. Drip rails will be provided over each compartment door.

3.5.2.4 Shelves. An adjustable and removable compartment shelf will be provided for every 18 inches of each vertical storage compartment door opening. Shelving adjustments will require no more than common hand tools, and will not require disassembly of fasteners. Shelves will support a minimum of 200 pounds without permanent deformation. Each shelf will be accessible to crew members standing on the ground or using a pull out and tip-down configuration. Each shelf will have drain holes located so as to allow for drainage of any water

from the stowed equipment.

3.5.2.5 Drainage mats. Each compartment floor and shelf will be covered with a removable black mat designed to allow for drainage of any water from the stowed equipment.

3.5.3 SCBA storage tubes. A single compartment or tubes for storage of four SCBA bottles will be provided. If tubes are provided, two will be installed on each side of the vehicle. The tubes will be of sufficient size to accommodate the procuring agencies SCBA cylinders.

3.5.4 Ladder, handrails, and walkways. Ladder, stepping, standing, and walking surfaces will be in accordance with NFPA 414. Handrails will be provided in accordance with NFPA 414. The lowermost step(s) or ladder rungs will be no more than 22 inches (56 cm) above level ground when the vehicle is fully loaded. The lowermost steps may extend below the angle of approach or departure or ground clearance limits if they are designed to swing clear. The tread of the bottom steps must be at least 8 inches (20 cm) in width and succeeding steps at least 16 inches (40 cm) in width. The full width of all steps must have at least 6 inches (15 cm) of unobstructed toe room or depth when measured from, and perpendicular to, the front edge of the weight-bearing surface of the step.

3.5.5 Ladder and ladder storage area. A single compartment for storage of a ladder and the ladder will be provided. The ladder compartment must allow the storage of as many brands and styles as practical and provide storage for a ladder listed in AC 150/5210-14.

3.5.6 Ancillary equipment. Other than what is listed in these specifications, ancillary equipment listed in NFPA 414 A.4.2.1 (1)-(17) is not covered by this Procurement Specification in accordance with AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. Ancillary equipment is funded separately by other sources.

**NOTE:** Equipment funding will be obtained as a separate contract under the provisions of AC 150/5210-14, Aircraft Rescue and Fire Fighting Equipment, Tools, and Clothing.

3.6 Agent system.

3.6.1 Agent (fire) pump. The vehicle will be equipped with a centrifugal pump capable of providing the performance specified herein as prescribed by NFPA 414.

3.6.1.1 Agent system piping. All piping, couplings, and valves and associated components that come into contact with the agent will be in accordance with NFPA 414.

3.6.1.2 Tank to pump connection. A check valve and shutoff valve will be provided in each tank to pump line.

3.6.1.3 Piping, couplings, and valves. All agent system piping will conform to NFPA 414 criteria.

3.6.1.4 Overheat protection. The agent system will be equipped with an overheat

protection system in accordance with NFPA 414. Overheat protection is not required on vehicles utilizing a pre-mixed pressurized foam system.

3.6.1.5 Pressure relief valves. The agent system will be equipped with pressure relief valves in accordance with NFPA 414.

3.6.1.6 Drains. The agent system will be equipped with a drainage system in accordance with NFPA 414.

3.6.2 Water tank. The vehicle will have a water tank with a manufacturer certified minimum capacity of at least 1500 gallons.

3.6.2.1 Water tank construction. The water tank will be constructed of passivated stainless steel, polypropylene, or Glass Reinforced Polyester (GRP) construction. All materials used will be capable of storing water, foam concentrate, and water/AFFF solutions.

3.6.2.2 Water tank overhead fill cover and drain. The water tank will be equipped with a 20 inch fill tower. The tower will be designed to allow for video inspection of the water tank interior. The water tank will incorporate a drainage system in accordance with NFPA 414.

3.6.2.3 Water tank overflow system and venting. The water tank will incorporate a venting system to relieve pressure on the tank during fill and discharge operations at maximum flow rates. It will have an overflow system to relieve excess fluid in the event of tank overflow. Drainage from the vent and overflow system will not flow over body panels or other vehicle components and will not be in the track of any of the tires. Tank vent hoses will be of the non-collapsible type.

3.6.2.4 Water tank top fill opening. A top fill opening of not less than 8 inches internal diameter with a readily removable ¼-inch mesh strainer will be provided. The fill opening may be incorporated as part of the manhole cover, and will be sized to accommodate a 2½-inch fill hose.

3.6.2.5 Water tank fill connections. The water tank will incorporate National Hose thread connections and will be in accordance with NFPA 414. If the vehicle is fitted with the "structural fire fighting capability option," the additional requirements listed in paragraph 3.6.8 must be incorporated.

3.6.3 Foam system. (**NOTE:** *The requirements of section 3.6.3 do not apply to pre-mixed pressurized foam systems.*)

3.6.3.1 Foam concentrate tank. The foam concentrate tank(s) will have a manufacturer certified working capacity sufficient for two tanks of water at the maximum tolerance specified in NFPA 412, Standard for Evaluating Aircraft Rescue and Fire-Fighting Foam Equipment for 3 to 6 percent foam concentrate (i.e., 7.0-percent).

3.6.3.1.1 Foam tank construction. The foam tank will be constructed of passivated stainless steel, polypropylene, or GRP construction. All materials used will be capable of storing

foam concentrate.

3.6.3.1.2 Foam tank drain. The foam tank will incorporate a drain and drain valve. The valve will be on the left side of the vehicle and controlled by a crew member standing on the ground. The drain line will have a minimum 1½-inch I.D. The foam tank drain outlet will be located so that the contents of the tank can be drained into 5-gallon cans and 55-gallon drums.

3.6.3.1.3 Foam tank top fill trough. The foam tank will incorporate a top fill trough mounted in the top of the tank readily accessible to at least two crew members on top of the vehicle. The top fill trough will incorporate a cover, latch, and sealed so as to prevent spillage under any operating condition. The top fill trough will be designed to allow two standard 5-gallon foam concentrate containers to be emptied simultaneously. The top fill trough neck will extend sufficiently close to the bottom of the tank to reduce foaming to a minimum during the fill operation. The top fill trough will incorporate readily removable, rigidly constructed 10 mesh stainless steel, brass or polyethylene strainers. All components in and around the top fill trough will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.

3.6.3.2 Foam tank fill connections. The foam tank will incorporate a 1.5-inch National Hose thread female hose connection on the left side of the vehicle to permit filling by an external transfer hose at flow rates up to 25-gpm. The connections will be provided with chained-on long handled plugs or rocker lug plugs. The top of the connections will be no higher than 48 inches above the ground and readily accessible. The fill lines will incorporate check valves and readily removable, rigidly constructed ¼-inch mesh strainers. All components in the foam tank fill system will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.

3.6.3.2.1 Foam tank vent and overflow system. The foam tank will incorporate a vent system to relieve pressure on the tank during fill and discharge operations at maximum flow rates and an overflow system to relieve excess liquid in the event of tank overflow. Drainage from the vent and overflow system will not flow over body panels or other vehicle components and will not be in front of or behind any of the tires. Tank vent hoses will be of the non-collapsible type.

3.6.3.3 Foam transfer pump. A foam transfer pump will be provided and mounted in a compartment on the vehicle. The pump will be capable of transferring and drawing foam liquid concentrate at adjustable flow rates up to 25-gpm directly through the pump and loading connections (see 3.6.3.2). All materials and components that come in contact with the foam will be compatible with the foam concentrate. The pump and its plumbing will have provisions for flushing with water from the water tank. A suitable length of hose with appropriate connections will be provided for filling the foam tank from an external foam storage container.

3.6.3.4 Foam flushing system. The foam concentrate system will be designed in accordance with NFPA 414 so that the system can be readily flushed with clear water.

3.6.3.5 Foam concentrate piping. All metallic surfaces of the piping and associated

components that come into contact with the foam concentrate will be of brass, bronze, or passivated stainless steel. The foam concentrate piping will be in accordance with NFPA 414.

3.6.4 Foam proportioning system. The vehicle will have an electric foam proportioning system for Aqueous Film-Forming Foam (AFFF) (whether 3- or 6-percent foam concentrate) in accordance with NFPA 414.

3.6.5 Primary vehicle turret. The vehicle will be equipped with a standard roof-mounted turret, high reach extendable turret, and/or high flow bumper mounted turret to serve as the

3.6.5.1 Roof turret. The roof turret will be mounted near the front of the roof of the vehicle. It will have a non-air-aspirating, constant flow, variable stream nozzle with dual flow rates for foam or water rated as specified in NFPA 414. The discharge pattern will be infinitely variable from straight stream to fully dispersed. The roof turret will be power operated; power controls will be positioned for use by the driver and the crew member seated to the right of the driver. The type of nozzle or turret drain will be per the manufacturer's recommendation.

primary source of agent delivery, as specified below:

3.6.6 Bumper turret. The vehicle will be equipped with a joystick controlled, constant flow, non-air-aspirating, variable stream type:

Fixed mount low volume single rate (minimum 250 GPM) bumper turret .

The bumper turret will be capable of discharging at a minimum flow rates of foam or water as specified by the user, with a pattern infinitely variable from straight stream to fully dispersed. The bumper turret will be capable of automatic oscillation, with the range of oscillation adjustable up to 90° each side of center (left and right) with vertical travel capabilities of +45°/-20° meeting section 4.20.2 in NFPA 414.

3.6.7 Preconnected handline(s). Two 200 foot, 1¾-inch pre-connected woven jacket handline(s), with a 1½-inch control valve and a pistol grip nozzle, will be located on (or accessible from) each side of the vehicle. A safety system will be provided to prevent charging of the hose until the hose has been fully deployed. The handline(s) and nozzle(s) will be in accordance with NFPA 414, and will allow for a minimum of 95 gpm at 100 psi nozzle pressure. A control for charging each handline will be provided for operation by both the driver and the turret operator.

### 3.6.8 IS BID AS ADD ALTERNATE #2

3.6.8. Structural fire fighting capability. The vehicle will be equipped with an agent system structural control panel, on the left side of the vehicle, operable while standing on the ground. Structural panel activation will be interlocked to operate only with the vehicle parking brakes set and the transmission in neutral position. Controls and instruments will be grouped by function. The control panel will be hinged or accessible from the rear for maintenance. Instruments will be lighted for night operation.

3.6.8.1 The structural panel will include, as a minimum, the following:

- a. Panel activation switch, including the panel lights.
- b. Engine tachometer.
- c. Engine oil pressure gauge with low pressure warning light.
- d. Engine coolant temperature gauge with high temperature warning light.
- e. A liquid filled gauge, or digital indicator for pump suction, -30 inches Hg vacuum to 600 psi.
- f. A liquid filled gauge, or digital indicator for pump pressure, 0 to 600 psi.
- g. An adjustable pump pressure using either an electronic pressure governor or manual control with a relief valve will be provided.
- h. Foam or water selection.
- i. Water and foam tank liquid level indicators, located adjacent to the water and foam tank fills.

3.6.8.2 The structural fire fighting capability will also require installation of the following items:

- a. A priming pump and control (for drafting using the large intake connection).
- b. Water tank isolation valve.
- c. Discharge connections. Two 2½-inch discharge connections with male National Hose threads will be provided. One 2½-inch discharge will be provided on each side of the vehicle. Each connection will be equipped with a cap, a quarter-turn control valve, a bleeder valve, and a pressure gauge. Each connection will be rated at 250-gpm minimum.
- d. Intake connections. The vehicle will be equipped with one valved 4½-inch intake connection on the left side. The vehicle will be equipped with one valved 2½-inch intake connection on the left side adjacent to the 4½-inch intake connection with both having either a 30° or 45° turn-down fitting. The 4½-inch intake connection will have male National Hose threads, a quarter-turn control valve, a bleeder valve, a strainer, and a cap. The 2½-inch intake connection will have rocker lug female National Hose threads, a quarter-turn control valve, a bleeder valve, a strainer, and a plug. The vehicle will be capable of filling its water tank by pumping from a draft, a hydrant, or a nurse truck through either of the intake connections without the use of a hose from a discharge connection to a tank fill connection.

3.6.9 Primary turret discharge nozzle. The vehicle will be equipped with a combination dry chemical/ AFFF nozzle of the entrainment type on the primary turret mounted on the cab roof.

3.7.2 Dry chemical hose reel. A hose reel, equipped with at least 100 feet of dry chemical hose, will be mounted in a compartment. Handline agent and purge controls will be mounted in or adjacent to the compartment. All electrical components will be sealed against entry of water. The hose reel will have both electric and manual rewind provisions. The manual rewind handle will be bracket mounted and stored in the compartment. A quick acting control will be provided to activate the handline from the cab of the vehicle.

3.7 Dry chemical agent system. The vehicle will be equipped with a 500 lb minimum capacity sodium based dry chemical agent system. The propellant gas cylinder will be replaceable within fifteen minutes by two crew members standing on the ground. Cylinder storage shall be located in a manner where a hoist is not required and two crew members can change the cylinder on the ground without equipment assistance. The propellant gas cylinder will be secured to withstand off-road operations. A pressure indicator will be visible to any person opening the tank fill cap. Blow-down piping will be directed beneath the vehicle. The dry chemical agent tank will include lifting rings and will have a nameplate indicating, as a minimum, the following:

- a. Extinguishing agent.
- b. Capacity.
- c. Weight full.
- d. Weight empty.
- e. Operating pressure.
- f. Hydrostatic test date.
- g. Type of agent required for re-servicing.

3.8 Electrical systems and warning devices. The vehicle will have a 12-volt or 24-volt electrical and starting system in accordance with NFPA 414.

3.8.1 Alternator. An appropriate charging system, in accordance with NFPA 414, will be provided. The minimum continuous electrical load will include operation of the air conditioning system.

3.8.2 Batteries. Batteries will be of the maintenance-free type; addition of water will not be required during normal service life. The battery cover and vent system will be designed to prevent electrolyte loss during service and to keep the top of the battery free from electrolyte.

3.8.2.1 Battery compartment. The batteries will be enclosed in a weatherproof enclosure, cover, or compartment and be readily accessible.

3.8.3 Battery charger or conditioner. The vehicle will have a DC taper type battery charger or an automatic battery conditioner, or voltage monitoring system, providing a minimum 12 amp output. The charger/conditioner will be permanently mounted on the vehicle in a properly ventilated, accessible location. The charger/conditioner will be powered from the electrical shoreline receptacle (see 3.10.1). A charging indicator will be installed next to the receptacle. When a battery conditioner is provided, the conditioner will monitor the battery state of charge and, as necessary, automatically charge or maintain the batteries without gassing, depleting fluid level, overheating, or overcharging. A slave receptacle will be provided at the rear or on either side of the vehicle cab. Battery jump studs may be installed on the exterior of the battery box in lieu of a slave receptacle.

3.8.4 Electromagnetic interference. The vehicle electrical system will be in accordance with SAE J551-2 for electromagnetic interference.

3.8.5 Work lighting.

3.8.5.1 Cab interior lights. Cab interior light levels will be sufficient for reading maps or manuals. At least one red and one white cab interior dome light will be provided.

3.8.5.2 Compartment lights. White lighting sufficient to provide an average minimum illumination of 1.0 footcandle will be provided in each compartment greater than 4.0 cubic feet and having an opening greater than 144 square inches. Where a shelf is provided, this illumination will be provided both above and below the shelf. All compartments will be provided with weatherproof lights that are switched to automatically illuminate when compartment doors are opened and the vehicle master switch is in the 'on' position. Light switches will be of the magnetic (non-mechanical) type.

3.8.5.3 Ladder, step, walkway, and area lights. Non-glare white or amber lighting will be provided at ladders and access steps where personnel work or climb during night operations. In addition, ground lighting will be provided. Ground lights will be activated



when the parking brake is set in accordance with AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. These area lights will be controlled with three-way switches on the cab instrument panel and near the light sources. The switch located in the cab will be a master switch and must be turned on before auxiliary switches near the light sources are operational.

3.8.5.4 Spot/Floodlights. Two spot/floodlights will be attached at the end of the primary turret or at the end of the HRET assembly. The lights will illuminate the area covered by the turret. Both lights will be controlled from switches in the cab. LED lights will be used.

3.8.5.5 Flood Lights. Two telescoping floodlights will be provided. One light will be mounted on the left and right sides of the vehicle. 250W LED lights will be used. Both lights will be mounted on extension tubes and controlled from switches in the cab and manually raised. To prevent these lights from accidental damage, the cab will be equipped with a visual warning signal to alert the driver if the lights are inadvertently left in the "up" position.

3.8.5.6 Scene Lights. A total of six high mounted floodlights will be provided to illuminate the work areas around the vehicle. Two lights will be mounted on the front and two will be mounted on each side of the vehicle. The lights will be powered by the vehicle alternator driven system or auxiliary generator, and the lights in the front will be controlled from switches in the cab. LED lights will be used.

3.8.6 Audible warning devices.

3.8.6.1 Siren. The vehicle will be equipped with an electronic siren system. The amplifier unit will include volume control and selection of "Radio," "PA," "Manual," "Yelp," "Wail," and "Hi-Lo" (European) modes, and a magnetic noise canceling microphone. The amplifier, microphone, and controls will be within reach of the driver and the turret operator. Siren activating foot switches will be located in front of the driver and the turret operator. The siren speaker will be rated at 100 watts minimum and will be located in a guarded position as low and as far forward on the vehicle as practical.

3.8.6.2 Horn. Dual forward facing air horns will be installed in protected locations near the front of the vehicle. Air horn activating foot switches will be located in front of the driver and the turret operator.

3.8.7 Emergency warning lights. All emergency warning lights must meet the requirements of AC 150/5210-5. Where applicable, LED lights will be used as the primary light type. Lighting units will be installed on the top front, sides, and rear of the vehicle to provide 360° visibility. A switch will be provided on the instrument panel to control all of the top, side, front and rear emergency warning lights. A switch will also be provided on the instrument panel to disable all lower emergency warning lights when

desired. All lighting systems will meet NFPA 414 emergency lighting criteria.

3.8.7.1 Emergency warning light color. All emergency warning lights will meet the requirements of AC 150/5210-5.

3.8.7.2 Headlight flashing system. A high beam, alternating/flashing, headlight system will be provided. The headlight flasher will be separately switched from the warning light panel. All emergency warning lights will meet the requirements of AC 150/5210-5.

3.8.8 Radio circuit. The vehicle will have three separate 30 amp circuits with breakers and connections provided in a space adjacent to the driver and turret operator for installation of radios and other communications equipment after the vehicle has been delivered. To facilitate the installation of the communications equipment the manufacturer will provide three antennas pre-installed on top of the cab. ***Radios are an airport responsibility and not part of this specification.***

3.8.9 Power receptacles.

3.8.9.1 Primary power receptacles. The vehicle will have two duplex 15-amp 110-volt power receptacles, one installed adjacent to the cab door on each side of the vehicle. Each duplex receptacle will include one straight blade and one twist-lock connection. These outlets will be powered by the generator.

3.8.9.2 Auxiliary power receptacles. The vehicle will have 2-12-volt auxiliary power receptacles mounted adjacent to the driver and crew member positions, preferably in the instrument panel.

3.9.9.3 Cable reel. The vehicle will be equipped with an electrical cable reel, located within a compartment. The reel will be equipped with 200 feet of 20 amp, 600 volt, 90°C insulated electrical cable. The electrical cable will be equipped with a rubber ball stop to prevent cable pull through during rewinding operations. A four-way roller guide will be provided on the cable reel to prevent chafing of cable insulation. The cable reel will have an electric rewind motor with provisions for manual rewind in the event of motor failure; the manual rewind handle will be securely stored near the cable reel. A portable weatherproof duplex outlet box, with built-in circuit breakers and twist-lock receptacles, will be provided for on the cable end. The cable reel will be powered by the auxiliary generator.

3.8.10 Auxiliary generator. A minimum 10 kilowatt (kW) (continuous rating), 120/240-volt, 60 hertz, diesel, hydraulic, or split shaft Power Takeoff (PTO)-driven generator will be provided.

### 3.9 Line voltage electrical system.

3.9.1 Electrical shoreline connection. The battery charger/conditioner will be powered from a covered, polarized, insulated, labeled, recessed (flush mounted), male, 110 volt AC auto-eject receptacle. The connection will be located on the exterior of the vehicle at the rear or on either side of the cab. A weatherproof charge meter will be installed next to the receptacle. A 15 amp rated, 110-120 volt, AC straight blade (non twist-lock) connector will be provided.

### 3.11 Air systems.

3.11.1 Air hose reel. An air hose reel will be provided in an enclosed compartment on the vehicle. The hose reel will be equipped with 200 feet of 3/8-inch I.D. hoseline. A 3/8 inch National Pipe Taper (NPT) fitting and female style quick disconnect will be connected to the end of the hoseline. A four-way roller guide will be provided for the hose reel to prevent hose chafing and kinking. The hoseline will be equipped with a rubber ball stop to prevent hose pull through on roller guides during rewinding operations. The hose reel will have an electric rewind motor and provisions for manual rewind in the event of motor failure; the manual rewind handle will be securely stored near the hose reel. A pressure protected air supply from the chassis air system will be connected to the hose reel. The air supply lines will be routed with minimum bends and located or guarded from damage from the carried equipment.

3.12 Quality of Workmanship. The vehicle, including all parts and accessories, will be fabricated in a thoroughly workmanlike manner. Particular attention will be given to freedom from blemishes, burrs, defects, and sharp edges; accuracy of dimensions, radii of fillets, and marking of parts and assemblies; thoroughness of welding, brazing, soldering, riveting, and painting; alignment of parts; tightness of fasteners; et cetera. The vehicle will be thoroughly cleaned of all foreign matter.

## 4. REGULATORY REQUIREMENTS.

4.1 Recoverable Materials. The contractor is encouraged to use recovered materials to the maximum extent practicable, in accordance with Title 48: Federal Acquisition Regulations System, Part 2823—Environment, Conservation, Occupational Safety, and Drug-free Workplace, Subpart 2823.4 Use of Recovered Material, 403 Policy and 404 Procedures.

4.2 Green Procurement Program. Green Procurement Program (GPP) is a mandatory federal acquisition program that focuses on the purchase and use of environmentally preferable products and services. GPP requirements apply to all acquisitions using appropriated funds, including services and new requirements. FAR 23.404(b) applies and states the GPP requires 100% of EPA designated product purchase that are included in the

Comprehensive Procurement Guidelines list that contains recovered materials, unless the item cannot be acquired:

- a. competitively within a reasonable timeframe;
- b. meet appropriate performance standards, or
- c. at a reasonable price.

The prime contractor is responsible for ensuring that all subcontractors comply with this requirement. Information on the GPP can be found at:

[http://www.dot.gov/ost/m60/DOT\\_policy\\_letters/apl8\\_04.pdf](http://www.dot.gov/ost/m60/DOT_policy_letters/apl8_04.pdf) or FAR 23.404(b):

[http://www.acquisition.gov/far/current/html/Subpart%2023\\_4.html](http://www.acquisition.gov/far/current/html/Subpart%2023_4.html).

## 5. PRODUCT CONFORMANCE PROVISIONS.

5.1 Classification of inspections. The inspection requirements specified herein are classified as follows:

- a. Performance inspection (see 5.2).
- b. Conformance inspection (see 5.3).

5.2 Performance inspection. The vehicle will be subjected to the examinations and tests described in 5.6.3.1 through 5.6.3.5 (if applicable). The contractor will provide or arrange for all test equipment, personnel, schedule, and facilities.

5.3 Conformance inspection. The vehicle will be subjected to the examinations and tests described in 5.6.3.1 through 5.6.3.5 (if applicable). The contractor will provide or arrange for all test equipment, personnel, and facilities.

5.4 Product conformance. The products provided will meet the performance characteristics of this PS, conform to the producer's own drawings, specifications, standards, and quality assurance practices, and be the same product offered for sale in the commercial marketplace. The purchaser reserves the right to require proof of such conformance.

5.5 Technical proposal. The offeror/contractor will provide an itemized technical proposal that describes how the proposed model complies with each characteristic of this PS; a paragraph by paragraph response to the characteristics section of this PS will be provided. The offeror/contractor will provide two copies of their commercial descriptive catalogs with their offer as supporting reference to the itemized technical proposal. The offeror/contractor will identify all modifications made to their commercial model in order to comply with the requirements herein. The vehicle furnished will comply with the "commercial item" definition of FAR 2.101 as of the date of award. The purchaser reserves the right to require the offeror/contractor to prove that their product complies with the referenced commerciality requirements and each conformance/performance characteristics of this PS.

## 5.6 Inspection requirements.

5.6.1 General inspection requirements. Apparatus used in conjunction with the inspections specified herein will be laboratory precision type, calibrated at proper intervals to ensure laboratory accuracy.

5.6.2 Test rejection criteria. Throughout all tests specified herein, the vehicle will be closely observed for the following conditions, which will be cause for rejection:

- a. Failure to conform to design or performance requirements specified herein or in the contractor's technical proposal.
- b. Any spillage or leakage of any liquid, including fuel, coolant, lubricant, or hydraulic fluid, under any condition, except as allowed herein.
- c. Structural failure of any component, including permanent deformation, or evidence of impending failure.
- d. Evidence of excessive wear.
- e. Interference between the vehicle components or between the vehicle, the ground, and all required obstacles, with the exception of normal contact by the tires.
- f. Misalignment of components.
- g. Evidence of undesirable roadability characteristics, including instability in handling during cornering, braking, and while traversing all required terrain.
- h. Conditions that present a safety hazard to personnel during operation, servicing, or maintenance.
- i. Overheating of the engine, transmission, or any other vehicle component.
- j. Evidence of corrosion.
- k. Failure of the fire fighting system and sub-systems.

## 5.6.3 Detailed inspection requirements.

5.6.3.1 Examination of product. All component manufacturers' certifications, as well as the prototype and production/operational vehicle testing outlined in Table 1, will be examined to verify compliance with the requirements herein. Attention will be given to materials, workmanship, dimensions, surface finishes, protective coatings and sealants and their application, welding, fastening, and markings. Proper operation of vehicle functions will be verified as defined by NFPA 414, Acceptance Criteria chapter. A copy of the vehicle manufacturer's certifications will be provided with each vehicle in accordance with NFPA 414. The airport may accept a manufacturer or third party certification for any/all prototype and production/operational vehicle testing performed prior to delivery which proves that the vehicle meets the performance parameters of NFPA 414.

**Table 1. Vehicle Test Data**

<b><i>NFPA 414 paragraph</i></b>	<b><i>Test</i></b>
<b>Production Vehicle Operational Tests (NFPA 414 - Section 6.4)</b>	
(6.4.1)	Vehicle Testing, Side Slope
(6.4.2)	Weight / Weight Distribution
(6.4.3)	Acceleration. <b>NOTE:</b> <i>With the modification that the instrumentation must be a GPS-based electronic data collection system.</i>
(6.4.4)	Top Speed
(6.4.5)	Brake Operational Test
(6.4.6)	Air System / Air Compressor Test
(6.4.7)	Agent Discharge Pumping Test
(6.4.8)	Dual Pumping System Test (As Applicable)
(6.4.9)	Pump and Maneuver Test
(6.4.10)	Hydrostatic Pressure Test
(6.4.11)	Foam Concentration Test
(6.4.12)	Primary Turret Flow Rate Test
(6.4.13)	Piercing/Penetration Nozzle Testing (As Applicable)
<b>Prototype Vehicle Tests (NFPA 414 – Section 6.3)</b>	
(6.3.1)	Rated Water and Foam Tank Capacity Test
(6.3.2)	Cornering Stability. <b>NOTE:</b> <i>With the modification that the evasive maneuver / double-lane change test must be conducted at 35 mph (56 kph).</i>
<b><i>NFPA 414 paragraph</i></b>	<b><i>Test</i></b>
(6.3.3)	Vehicle Dimensions
(6.3.4)	Driver Vision Measurement
(6.3.5)	Pump and Roll on a 40 Percent Grade
(6.3.6)	Electrical Charging System
(6.3.7)	Radio Suppression
(6.3.8)	Gradability Test
(6.3.9)	Body and Chassis Flexibility Test
(6.3.10)	Service/Emergency Brake Test
(6.3.11)	Service/Emergency Brake Grade Holding Test
(6.3.12)	Steering Control Test
(6.3.13)	Vehicle Clearance Circle Test
(6.3.14)	Agent Pump(s)/Tank Vent Discharge Test
(6.3.15)	Water Tank Fill and Overflow Test
(6.3.16)	Flushing System Test
(6.3.17)	Primary Turret Flow Rate Test
(6.3.18)	Primary Turret Pattern Test
(6.3.19)	Primary Turret Control Force Measurement
(6.3.20)	Primary Turret Articulation Test
(6.3.21)	Handline Nozzle Flow Rate Test
(6.3.22)	Handline Nozzle Pattern Test

(6.3.23)	Ground Sweep/Bumper Turret Flow Rate Test
(6.3.24)	Ground Sweep/Bumper Turret Pattern Control Test
(6.3.25)	Undertruck Nozzle Test
(6.3.26)	Foam Concentration/Foam Quality Test
(6.3.27)	Warning Siren Test
(6.3.28)	Propellant Gas
(6.3.29)	Pressure Regulation
(6.3.30)	AFFF Premix Piping and Valves
(6.3.31)	Pressurized Agent Purging and Venting
(6.3.32)	Complementary Agent Handline Flow Rate and Range
(6.3.33)	Dry Chemical Turret Flow Rate and Range
(6.3.34)	Cab Interior Noise Test

## 6. PACKAGING.

6.1 Preservation, packing, and marking will be as specified in the Procurement Specification, contract or delivery order.

6.2 The vehicle must be delivered with full operational quantities of lubricants, brake and hydraulic fluids, and cooling system fluid all of which must be suitable for use in the temperature range expected at the airport.

6.3 The vehicle must be delivered with one complete load of firefighting agents and propellants. One complete load is defined as all of the agents and propellants necessary for the

vehicle to be fully operational. One load would include, at a minimum: one fill of a foam tank; one fill of a dry chemical tank (if applicable); one fill of a halogenated tank (if applicable); one spare nitrogen cylinder for a dry chemical system (if applicable); and one spare argon cylinder for a halogenated system (if applicable). Agents and propellants for required testing or training are not included. For the initial training period, water should be used in place of other extinguishing agents. The manufacturer may pre-ship agents and propellants to a receiving airport to reduce overall procurement costs.

6.4. The vehicle manufacturer must provide initial adjustments to the vehicle for operational readiness and mount any ancillary appliances purchased through the vehicle manufacturer as part of the vehicle.

## 7. TRAINING.

7.1 Upon delivery of the vehicle to the airport, the manufacturer must, at no additional cost, provide the services of a qualified technician for five consecutive days (or up to 8 days for an high reach extendable turret) for training. This is considered sufficient time for the purchaser to adjust shift work schedules to get maximum employee attendance to training sessions at some point during the training period. During this time sufficient repetitive learning opportunities must be provided by the manufacturer to allow various shifts to

complete the training requirements.

7.2 The technician must provide thorough instruction in the use, operation, maintenance and testing of the vehicle. This setup must include operator training for the primary operators, which will give them sufficient knowledge to train other personnel in the functional use of all fire fighting and vehicle operating systems. Prior to leaving the vehicle, the technician should review the maintenance instructions with the purchaser's personnel to acquaint them with maintenance procedures as well as how to obtain support service for the vehicle.

7.3 Training must include written operating instructions, electronic training aids (videos/power point), or other graphics that depict the step-by-step operation of the vehicle. Written instructions must include materials that can be used to train subsequent new operators.

## 8. REFERENCED DOCUMENTS.

### 8.1 Source of documents.

8.1.1 The CFR may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402.

Title 14, Code of Federal Regulations (CFR), Part 139, Certification of Airports (14 CFR Part 139)

Section 139.315 Aircraft Rescue and Firefighting: Index Determination.

Section 139.317 Aircraft Rescue and Firefighting: Equipment and Agents.

Section 139.319 Aircraft Rescue and Firefighting: Operational Requirements.

Title 49; Code of Federal Regulations (CFR), Part 393: Parts and Accessories Necessary for Safe Operation: Subpart C—Brakes.

Title 49; Code of Federal Regulations (CFR), Part 571, Motor Carrier Vehicle Safety Standards, Part 209, Standard No. 209; Seat Belt Assemblies

8.1.2 SAE documents may be obtained from SAE, Inc., 400 Commonwealth Drive, Warrendale PA 15096.

8.1.3 National Fire Protection Association (NFPA): NFPA documents may be obtained from NFPA, Batterymarch Park, Quincy MA 02269-9101.

NFPA 412, Standard for Evaluating Aircraft Rescue and Fire-Fighting Foam Equipment (2009 Edition)

NFPA 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition)

NFPA 1901, Standard for Automotive Fire Apparatus (2009 Edition)



8.1.4 Federal Aviation Administration (FAA): FAA ACs may be obtained from the FAA website: [http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles

AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport

FAA Orders, Specifications, and Drawings may be obtained from: Federal Aviation Administration, ATO-W CM-NAS Documentation, Control Center, 800 Independence Avenue, SW, Washington, DC 20591. Telephone: (202) 548-5256, FAX: (202) 548-5501 and website: [http://www.faa.gov/about/office\\_org/headquarters\\_offices/ato/service\\_units/techops/atc\\_facilities/cm/cm\\_documentation/](http://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/techops/atc_facilities/cm/cm_documentation/)

# **ATTACHEMENT 'B'**

## **PROPOSAL FORMS**

## **PROPOSAL FORMS**

### **Aircraft Rescue and Firefighting (ARFF) Vehicle North Carolina Global TransPark**

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

In compliance with the Advertisement (Notice to Bidders), the undersigned hereby proposes to furnish the materials and perform the work for completion of all items listed below in strict accordance with the Advertisement (Notice to Bidders), General Provisions, Technical Specifications attachments, and all contract documents for the consideration of the price quoted for the various Contract items as enumerated in the attached Bid Form and agrees, upon receipt of written notice of the acceptance of this Proposal, that within one hundred twenty (90) days after the date of the opening of the Proposals, that it will execute a contract or purchase order in accordance with the Proposal as accepted, and give the required Performance and Payment Bond with good and sufficient surety or sureties, within fifteen (15) days after receipt of notice of formal award.

The work consists of: Provide one Class 4 (1,500 gallon) Aircraft Rescue and Firefighting (ARFF) Vehicle for the Kinston Regional Jetport and the North Carolina Global TransPark per the technical specifications provided herein as Attachment A. The successful bidder shall be responsible to provide all material, labor, tools, transportation services, warranty, training and all incidental items necessary for the equipment. Equipment offered shall be new, currently in production, and of the manufacturer's latest design.

It is the intent of the North Carolina Global TransPark to award the work to the lowest responsive bidder, in the best interest of the OWNER and subject to the availability of local, state, and federal funding. The OWNER reserves the right to reject any or all bids and to waive formalities and technicalities.

It is understood that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance, except as otherwise specified.

The undersigned agrees that, if awarded the contract or purchase order, it will commence work immediately and that it will complete the work within the time specified and in accordance with the Specifications.

Enclosed is security in the amount of 5% of the total base bid, consisting of

(Cash, Certified Check, or Bid Bond) \_\_\_\_\_ payable  
to North Carolina Global TransPark

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

BY:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name and Title of Signing Official

(Seal)

**For Corporation, provide Name and Post Office Address for the President,  
Secretary, and Treasurer.**

**President**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Secretary**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Treasurer**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**For Partnership provide Name and Address for each Partner:**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

ALL bidders MUST provide the following requested information in this format. Additional information may be included on accompanying sheets, if necessary.

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

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

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

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Hours \_\_\_\_\_

Company Web Site Address \_\_\_\_\_ E-Mail \_\_\_\_\_

General Nature of Business \_\_\_\_\_

Remittance Address (for Payments):

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

Address \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

1. Are you Certified by the NC Department of Transportation as DBE/WBE/MBE? If yes, please attach certification letter.

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Type of Organization (check one):

Manufacturer \_\_\_\_\_ Distributor/Retailer/Dealer \_\_\_\_\_

3. We Acknowledge Receipt of Addenda: No. \_\_\_\_\_, Dated \_\_\_\_\_; No. \_\_\_\_\_, Dated \_\_\_\_\_

4. Has any person, firm, or corporation entering a proposal on the project been disbarred or suspended by the State of North Carolina? \_\_\_\_\_ If so, indicate dates and explanation for such.

\_\_\_\_\_

5. Provide at least five (5) references from firms which have received the proposed or similar vehicles. Please include the firm name, address, contact person, title, phone number, email address, date of purchase, and brief description of equipment provided.

6. Attach a W9 Form.

7. Bidders who are Distributors/Retailers/Dealers must submit with their Bid, a current copy of their certification by the Manufacturer, identifying the Bidder as a certified distributor, retailer and/or dealer.

8. Please use **Attachment B** to explain any and all deviations from the technical specification (Attachment A). In addition, provide documentation to verify compliance with the specifications on a similar or equivalent basis. Bidder may use additional sheets, if necessary.

9. Pricing Information (please print clearly)

All bids will be evaluated based on price, conformance with specifications, references and delivery schedule. Each line must be quoted. Do not bundle costs.

Delivery Schedule: \_\_\_\_\_

(Number of Calendar Days; Must not exceed 730 Calendar Days from Delivery of Purchase Order or Contract)

1. ARFF Vehicle

\$ _____	_____
(In Numbers)	(In Words)

2. Training Costs

\$ _____	_____
(In Numbers)	(In Words)

3. Other Costs

\$ _____	_____
(In Numbers)	(In Words)

**TOTAL BID**

\$ \_\_\_\_\_

(In

**Numbers)**

**(In Words)**

- (1) Only items allowed in AC 150/5220-10E shall be included in this line item.
- (2) Includes items outlined in Training section to be included in this line item.
- (3) Includes final inspection for two (2) attendees, Tilt Table Test and four (4) complete service inspections.

4. **Add Alternate #1:** Aqueous Film-Forming Foam (AFFF) testing system that meets all federal requirements, including those described in FAA CertAlert No.19-01.

\$ \_\_\_\_\_  
(In Numbers)

\_\_\_\_\_  
(In Words)

5. **Add Alternate #2:** Structural Fire Fighting Capability as described in Section 3.6.8 of "Attachment A" associated with this document

\$ \_\_\_\_\_  
(In Numbers)

\_\_\_\_\_  
(In Words)

If there is a discrepancy between words and numbers, words shall govern.



## **TRADE RESTRICTION CERTIFICATION**

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

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

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

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

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

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that

which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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Signature of Contractor

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Date

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Title

**(Reference: 49 U.S.C. § 50104; 49 CFR part 30)**

**CERTIFICATION OF OFFERER/BIDDER REGARDING  
DEBARMENT (BIDDER OR OFFEROR CERTIFICATION)**

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**

(Lower Tier Contract Certification)

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

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

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

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Signature of Contractor

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Date

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Title

**(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)**

## LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

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

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Signature of Contractor

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Date

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Title

**(Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(J); 49 CFR part 20, Appendix A)**

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

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

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

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

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

- 1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

## REQUIRED DOCUMENTATION

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

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

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

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

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

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Date

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Signature

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Company Name

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Title

**(Reference: 49 USC § 50101)**

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

_____ Date	_____ Signature
_____ Company Name	_____ Title

**(Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.**

**DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions**

**CERTIFICATE of COMPLIANCE**

By submission of a bid/offer, the bidder/offeror certifies that with respect to this solicitation and any resulting contract or purchase order, that the bidder/offeror will construct all equipment in general accordance with:

1. FAA AC 150/5220-10E Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles.
2. FAA AC 150/5210-5D Painting, Marking and Lighting of Vehicles Used on Airports.
3. Title 14 ode of Federal Regulations (CFR) Part 139 Certification of Airports.
4. NFPA Pamphlet 414
5. Other standards referenced in the solicitation documents.

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Date

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Signature

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Company Name

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Title

### **FORM OF NON-COLLUSION AFFIDAVIT**

(This Affidavit is Part of the Proposal)



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_

being first duly sworn, deposes and says that he/she is

\_\_\_\_\_

*(Sole owner, a partner, president, secretary, etc.)*

of \_\_\_\_\_

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

\_\_\_\_\_

*Signature of Offeror*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019. *(Official Seal)*

\_\_\_\_\_

*Official Signature of Notary*

\_\_\_\_\_, Notary Public

*Notary's Printed or Typed Name*

My Commission expires \_\_\_\_\_, 20\_\_.

**DEVIATION FORM**

SECTION	REASON FOR DEVIATION	DESCRIPTION OF REPLACEMENT COMPONENT, AND/OR EXPLANATION



# **ATTACHMENT 'C'**

## **FEDERAL CONTRACT**

### **PROVISIONS**

**ATTACHMENT C**

**FEDERAL CONTRACT PROVISIONS**

## **General**

**This procurement may be funded in part with federal grant funds under the Airport Improvement Program (AIP) administered by the Federal Aviation Administration (FAA). The Contract Provisions contained herein have been developed from the FAA guidance document entitled “Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Project,” dated June 19, 2018. These provisions shall apply to all federally funded work of this contract, and shall apply to all subcontracts and sub-agreements as follows:**

- 1) The contractor and all subcontractors shall insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement).
- 2) The contractor and all subcontractors shall incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
- 3) The prime contractor shall be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

### **Failure to Comply with Provisions**

Contractor failure to comply with the terms of these contract provisions may be sufficient grounds to:

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

## **A1 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.

## **A2 (DELETED) – Not Applicable**

## **A3 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 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.

#### **A4 BUY AMERICAN PREFERENCE**

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

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

#### **A5 GENERAL CIVIL RIGHTS PROVISIONS**

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

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

#### **A6 CIVIL RIGHTS – TITLE VI ASSURANCES**

**Title VI Solicitation Notice:**

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

**Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non- discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

- b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

#### **A7 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 § 740-7671q) 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 exceeds \$150,000.

**A8 (DELETED) – Not Applicable**

**A9 (DELETED) – Not Applicable**

**A10 (DELETED) – Not Applicable**

**A11 CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

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

#### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

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

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.



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

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

## **A12 DISADVANTAGED BUSINESS ENTERPRISES**

### **Contract Assurance (§ 26.13) –**

The Contractor 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 Department of Transportation-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 Owner 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 (§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 North Carolina Global TransPark. 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 North Carolina Global TransPark. This clause applies to both DBE and non-DBE subcontractors.

## **A13 TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the

Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

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

**A14****ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

**A15 (DELETED) – Not Applicable**

**A16 (DELETED) – Not Applicable**

**A17 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, 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.

**A18****CERTIFICATION REGARDING LOBBYING**

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

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

**A19 (DELETED) – Not Applicable**

**A20 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 (20 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.

**A21 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.

**A22 (DELETED) – Not Applicable**

**A23 (DELETED) – Not Applicable**

**A24 CERTIFICATION OF OFFERER/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 ( ☐ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ☐ ) is not ( ☐ ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**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 twentyfour

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

U.S.C. § 3559.

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

**A25 TERMINATION FOR CONVENIENCE (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 DEFAULT (EQUIPMENT)**

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

1. Fails to commence the Work under the Contract within the time specified in the Notice-to- Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;

4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

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

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

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

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

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

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

## **A26                      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 Section 1001.

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

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

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the 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.

## **A27**

### **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.

# **ATTACHMENT ‘D’ ADVERTISEMENT**



## ADVERTISEMENT

### Notice to Bidders

Sealed bids, subject to the conditions herein, will be received until **2:00 p.m., Tuesday, July 16, 2024**, at the administration offices of the North Carolina Global TransPark, 2780, Jetport Rd, Kinston, NC 28504, and then opened and publicly read for furnishing all labor and materials and performing all work connected with **Aircraft Rescue and Firefighting (ARFF) Vehicle**, as indicated in the specifications in the solicitation.

The project shall consist of furnishing and delivering one Class 4 (1,500 gallon) Aircraft Rescue and Firefighting (ARFF) Vehicle for the North Carolina Global TransPark and the Kinston Regional Jetport. The successful bidder shall be responsible to provide all material, labor, tools, transportation services, warranty, training and all incidental items necessary. Equipment offered shall be new, currently in production, and of the manufacturer's latest design.

Bid Forms, Specifications, and Contract Documents are on file at the North Carolina Global TransPark at 2780 Jetport Rd, Kinston, North Carolina 28504; Hard copy sets and/or digital PDF sets may be obtained between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Provide the company name, contact person, mailing and shipping address, phone and fax numbers, e-mail address, airport, and project name for which you are requesting documents. Digital sets will be available at [www.ncgtp.com](http://www.ncgtp.com)

Envelopes containing proposals must be sealed, addressed to Gage King, Airport Project Manager, 2780 Jetport Rd, Kinston, NC 28504, and marked on the envelope as follows:

**"Aircraft Rescue and Firefighting (ARFF) Vehicle Bid"**

### Title VI Solicitation Notice

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

### Federal Solicitation Notice by Reference

Bidders are hereby notified that Federal Contract Provisions are included in this solicitation by reference. The provisions, located in the Project Specifications, include Buy American Preferences, Civil Rights – Title VI Assurances, Debarment and Suspension, Disadvantaged Business Enterprise, Foreign Trade Restriction, Lobbying Federal Employees, Recovered Materials and other provisions.

The North Carolina Global TransPark reserves the right to reject any or all proposals.